



# OPTIONS

## OPTIONS (GB) LIMITED ( The “Company” )

### TERMS & CONDITIONS

#### **1. TERMS**

Subject to any variation expressly agreed in writing, the terms set out below shall form the contract between you (the “customer”) and the Company.

#### **2/ PRICES AND METHODS OF PAYMENT AND DEPOSIT**

2.1 The prices for the hire, the sale of goods and the provisions of services by the Company shall be those set out in the price list published by the Company on the date of delivery (or deemed delivery) or, in the case of services, the date of provision of the quotation. Such prices can be varied by the Company without prior notice.

2.2 Unless otherwise agreed in writing, the Company shall not be required to provide any goods and/or services until the price for such goods and/or services has been paid in full together with any deposit which may be payable from time to time.

2.3 Payments can be made by bank transfer. Payments by cheque must first be approved by the Company.

2.4 The Company shall be entitled to request the payment of a deposit or a payment on account to be held as security against breakage, loss and/or damage of any goods hired by the Company.

2.5 The order confirmation must be received 48 hours prior to the date of delivery. Every order, modification or confirmation received within less than 48 hours will be carefully managed and may result an additional invoicing.

2.6 All prices quoted are subject to VAT.

#### **3/ CANCELLATION**

3.1 If the customer wishes to cancel any order and provided that such cancellation is made not later than 5 days prior to the delivery/provision date (or deemed delivery/provision date), the customer shall be entitled to a refund of up to 50% of the price quoted by the Company for the supply of the goods and/or the provision of services.

3.2 If the customer wishes to cancel any order and that such cancellation is made within 72 hours prior to the delivery/provision date (or deemed delivery/provision date), the customer shall not be entitled to any refund and the price quoted by the Company for the supply of the goods and/or the provision of services or any outstanding balance thereof shall become payable in full.

3.3 No request for cancellation shall be taken into account until notified to the Company in writing.

#### **4/ DELIVERY**

4.1 Any dates and times quoted by the Company are intended to be an estimate.

4.2 Unless otherwise agreed in writing by the Company, delivery of goods shall take place at the Company's place of business. If the Company agrees to deliver goods to your premises, it will do so at its standard delivery cost which will be shown on the Company's price list as published on the date of delivery.

4.3 Queries on delivered goods must be made immediately upon delivery at the time the inventory is carried out.

4.4 In the event of a breakdown or unsatisfactory working of any hired or sold goods or piece of equipment, the customer must notify the fault within 7 days of discovering the defect.

4.5 Goods hired or sold shall be at the customer's own risk from the time of delivery. Risk will not pass back to the Company in respect of hired goods until such goods are back in the physical possession of the Company.

#### **5/ INSURANCE, STORAGE AND USE**

5.1 During the entire period during which the goods are hired from the Company, the customer shall remain responsible for such goods and, if appropriate, insuring them.

5.2 The customer is required to keep and store all goods and equipment belonging to the Company in accordance with indications and recommendations notified by the Company from time to time. The customer will be responsible for the cost of all repairs or replacement costs which may arise as a result of any negligence, misdirection or misuse of any hired goods.

#### **6/ LIMITATION OF LIABILITY**

The Company's total liability in contract, tort, misrepresentation, restitution or otherwise arising in connection with the performance, or contemplated performance of the Company's obligations under the those terms will be limited to the price which the customer has agreed to paid for the hired or sold goods and/or the provision of the services supplied by the Company.

#### **7. GOVERNING LAW**

These terms and any dispute arising out of or in connection with their subject matter shall be governed by English law.

#### **8 / PERSONAL DATA PROTECTION**

The Customer's personal data are collected by OPTIONS, the Data Controller.

Personal data are collected for operational needs associated with customer management (order, delivery and invoice management, in particular) and are processed with the Customer's consent for marketing activities (in particular, loyalty programmes and the creation of sales statistics).

Personal data are stored for the duration of the contractual relationship and for a period of time which cannot exceed the limitation periods for legal action after the end of the contractual relationship. Data processed with the Customer's consent are stored until said consent is withdrawn.

Personal data which can be collected at the conclusion of the Contract are: last name, first name, telephone number, address, email address, occupation and date of birth.

OPTIONS will not disseminate its client file and will keep it confidential.

However, personal data may be forwarded to third parties tasked with order completion and payment as well as to third-party companies when OPTIONS makes use of suppliers or subcontractors for contract execution.

Pursuant to the rules applicable to personal data, the Customer is informed of their right to request the following from the Data Controller at any time :

- access to their personal data;
- rectification or erasure of their personal data;
- limitation or opposition to the processing of their personal data;
- the right to exercise personal data portability.

The Customer has the right to lodge a complaint with a supervisory authority.

The Customer is hereby informed that the requirement to provide personal data is of a contractual nature. The Customer is obliged to provide their personal data in order to enable the execution of the services provided for in the Contract.

The Customer can send an email to the following address to exercise their rights: [contactRGPD@options.net](mailto:contactRGPD@options.net)

The Customer must be able to prove their identity, either by scanning an identity document or by mailing a photocopy of their identity document and indicating the address to which the response must be sent.