

CONSUMER TERMS & CONDITIONS OF SALE

Business Sales

If you order goods other than as a consumer (e.g. because you are a business) then: these terms and conditions do not apply; and our business terms and conditions shall apply to your order and any resulting contract between you and us.

Terms of the contract

- If you place an order for goods as a consumer, these terms and conditions apply to your order and to the contract between you and us.
- We may change these terms and conditions at any time. Any changes will apply to any orders that you place after the time that we update the terms and conditions on our website. The changes will not apply to any order that you place before we make the changes on our website.

When the contract is created:

- No contract exists between you and us until we notify you that we have accepted your order and delivered the goods;
- We are not obliged to accept your order;
- We may cancel your order if we cannot supply the goods for any reason.

a) Payment and Price

- We shall not be bound to deliver the goods until you have paid for them.
- Payment shall be due when the agreement is made between us.
- Time for payment shall be of the essence.

b) Delivery

- We will try to deliver the goods to you within the time estimated for delivery. Once we accept your order, we will endeavour to deliver the goods within the delivery period that applies to the option you have chosen.
- If we are unable to do so, we reserve the right to deliver them within 30 days beginning with the day after the day of the agreement between us.
- If we are unable to deliver the goods to you within 30 days beginning with the day after the day of the agreement:
 1. We shall inform you by e-mail, phone or message;
 2. We shall make a further offer to you by e-mail to sell you the goods of the specification and description at the price stated in the e-mail and will state the period for which the offer or the price remains valid;
 3. Unless you accept the offer we will reimburse any sum paid by you or on your behalf under or in relation to the agreement within a period of 30 days beginning with the day after the day on which the time for delivery expired.

c) Your right of cancellation

- The rights of cancellation set out below apply to any agreement between you and us save insofar as the agreement is in respect of computer software if it is unsealed by you.
- You have a right to cancel the agreement at any time before the expiry of a period of 14 calendar days which begins on the day the goods are delivered.
- You may cancel by giving us notice in any of the following ways:
 1. By a notice in writing which you leave at our address;
 2. By a notice in writing which you send by post to our address;
 3. By electronic mail to our electronic mail address info@keironcheesbrough.com;

and the notice shall operate to cancel the agreement between us.

If you cancel the agreement:

1. You must return the goods to us at the address given;
2. The goods must be returned to us complete (please note the definition of goods given above) ;
3. You are responsible for the cost of returning the goods to us at the address given above ;
4. You are under a duty to take reasonable care of the goods (including reusable packaging, manuals etc) until they are returned to us;
5. You are under a duty to take reasonable care to see that they are received by us and not damaged in transit;
6. We will charge you the direct costs to us of recovering any goods supplied by us if you fail to return the goods to us;
7. You will not be entitled to a refund of any extra express shipping services under any circumstances;
8. We will reimburse to you (by the method used to pay for the original transaction) the amount in relation to goods to which cancellation rights apply within 14 days after the day you provide evidence that you have returned the goods and satisfactory receipt of the goods. This includes the cost of delivery (except for the supplementary costs arising if you choose a type of delivery other than our standard and least expensive method of delivery);
9. We may make a deduction from the reimbursement for loss in value of any goods supplied, if the loss is the result of unnecessary handling by you. We will make the reimbursement no later than 14 days after the day you provide evidence that you have returned the goods;

d) Our right of cancellation

- If for reasons beyond our reasonable control, including but not limited to an inability or failure on the part of the manufacturers or suppliers of the goods to supply the goods to us, we are unable to supply the goods to you, we may cancel the agreement at any time before the goods are delivered by giving notice to you. We shall promptly repay to you any sums paid by you or on your behalf under or in relation the agreement. We shall not be liable for any other loss or damage whatever arising from such cancellation.

e) Statutory rights

- Your right of cancellation is in addition to your other statutory rights.
- The after sales service and guarantees do not affect your statutory rights.

f) Guarantees and after sales service

- We guarantee that the goods will correspond with the stated description and specification.
- We guarantee that the goods will be of satisfactory quality when delivered by our carrier.
- The terms of any manufacturer's guarantee and after sales service will be included within the documents accompanying the goods.
- We are willing to provide advice to you in accordance with the conditions below.

g) Advice given by us to you

- We are always prepared to offer advice about the goods including advice about installation, compatibility, configuration, and product upgrades.
- We know the general purpose for which you require our goods and we will take reasonable care when giving you any advice.
- Without knowing the particular application for which you require our goods and the exact specification and configuration of any existing system into which you intend to install our goods we cannot and do not warrant the suitability of any of our goods for your particular purpose.
- We do offer a service whereby we will install our goods into your existing system. If you ask us to do that, we can warrant the suitability of the goods installed by us.

h) Your responsibilities

- It is your responsibility to ensure compatibility of any goods offered for sale by us both with the existing components within your system and with any other goods offered for sale by us.
- It is your responsibility to ensure proper installation of our goods into your existing system.
- It is your responsibility to pay for any import charges, taxes or administration fees which may apply should you choose a delivery address outside the UK and/or EU
- When you return goods to us for any reason (for example because you have cancelled the contract under the Consumer Contracts Regulations or because you think they are defective goods):
- you must ensure that they are properly and securely packaged and labelled with our address;
- you are always responsible for any damage in transit that is due to incorrect or inadequate packaging by you; and
- you are responsible for any damage or loss in transit where you arrange the transport

i) Images

- Images of goods on our website are for illustrative purposes only and may differ slightly from the actual goods.

j) Law

These terms and conditions and the contract are subject to English law.