



On-line ordering Terms and Conditions

K4IT Limited

1. The contract between us

We must receive payment of the whole of the price for the goods that you order before your order can be accepted. We will confirm that your order has been received by sending an email to you at the email address you provide in your order form. Acceptance will be deemed to take place upon despatch of your order. Our acceptance of your order brings into existence a legally binding contract between us.

2. Price

- 2.1. The prices payable for goods that you order are as set out in our website.
- 2.2. You will be required to pay extra for delivery and it may not be possible for us to deliver to some locations. Our delivery charges are set out in our website. If you live outside the United Kingdom, please contact us for delivery rates before ordering.
- 2.3. Deliveries to countries outside the United Kingdom may be subject to local taxes and restrictions which will be the sole responsibility of the importer. We advise you to check with the authorities in your country before ordering. Any additional charges made for customs clearance must be borne by you. We cannot provide details of these so please contact your local customs office for information.
- 2.4. Whilst we try to ensure that all prices displayed on our website are accurate, errors can occur. In the event that we discover an error, we will inform you as soon as possible to confirm whether you still wish to purchase the item or cancel. If we are unable to contact you we will treat the order as cancelled.

3. Payment

- 3.1. You undertake that all details you provide to us for the purpose of ordering or purchasing goods are correct, that the credit or debit card you are using is your own, and that there are sufficient funds to cover the goods ordered.
- 3.2. For orders of goods, credit and debit cards are debited on the date of despatch but will be authorised on receipt of the order for security reasons.
- 3.3. For orders of services, credit and debit cards are debited at the point of order.
- 3.4. To ensure a fast service, cheques or postal orders are banked on receipt.
- 3.5. Orders must be paid for before despatch, unfortunately we cannot send items cash on delivery.

4. Products

- 4.1. Every effort is made to describe products correctly, however we reserve the right to change sizes, colours, materials, accessories, components, manufacturing processes and other specifications without notice.
- 4.2. Images shown are for illustration only and may not exactly match the item you receive. In particular colours, unless specified, may not match the actual product shown or a previous product supplied.
- 4.3. Product dimensions are believed to be correct, however items can vary individually.
- 4.5. Whilst every effort is made to ensure the safety of all items we sell, all products must be inspected upon receipt and any problems notified to us in writing.

5. Registration

- 5.1. You must choose a username and password during registration. You are responsible for all actions taken under that username and password and shall only use the Site under your own username and password. You must make every effort to keep your password safe and should not disclose it to anyone. If it is compromised, you must change it. You may not transfer or sell your username to anyone, nor permit, either directly or indirectly, anyone to use your username or password.
- 5.2. If there are any changes to the details supplied by you it is your responsibility to inform K4IT Limited as soon as possible by updating your "Profile" on the website.

6. Right for you to cancel your contract

6.1. Orders of Services

For Yoursite and Domain hosting services, refunds are governed by the Yoursite and domain hosting terms and conditions which can be found on our terms page as a viewable / downloadable PDF.

6.2. Orders of goods

- 6.2.1. For any Customer buying as a consumer (i.e., not within the course of a business) the UK Consumer Protection (Distance Selling) Regulations 2000 protect a Customer's right to cancel a contract for 7 Working Days following the date of establishment of a contract / receipt of goods.
- 6.2.2. You cannot cancel if the goods have been custom made / special order, or are perishable. If you are unsure as whether you can return any goods please contact us for advice.
- 6.2.3. Any goods returned must be unused / unopened and in their original packaging and condition.
- 6.2.4. For orders of goods, you will receive a Returns Note with your order delivery which must be fully completed and returned with the item(s).
- 6.2.5. To cancel your contract you must notify us in writing e.g. by completing the Returns Note.
- 6.2.6. If you have received the goods before you cancel your contract then [unless, under clause 6.2.2., you do not have a right to cancel] you must send the goods back to our contact address at your own cost and risk. If you cancel your contract but we have already processed the goods for delivery you must not unpack the goods when they are received by you and you must send the goods back to us at our contact address at your own cost and risk as soon as possible.
- 6.2.7. Once you have notified us that you are cancelling your contract, any sum debited to us from your credit or debit card in relation to those specific goods, will be re-credited to your account as soon as possible and in any event within 30 days of your order PROVIDED THAT the goods in question are returned by you and received by us in the condition they were in when delivered to you. If you do not return the goods delivered to you or do not pay the costs of delivery, we shall be entitled to deduct the direct costs of recovering the goods from the amount to be re-credited to you.
- 6.2.8. Any carriage charges we have incurred may be deducted from the amount to be re-credited save as in clause 6.2.1.
- 6.2.9. To avoid possible problems with large or bulky returns, we would always advise customers to contact us first for returns authorisation, particularly in the case of products which are marked as Direct Despatch.
- 6.2.10. For security reasons refunds can only be made to the same card which was used for purchase. Cheque payments will be refunded by cheque after the payment has cleared. Paypal payments will be refunded to the same Paypal account.
- 6.2.11. Your statutory rights are not affected.

7. Cancellation by us

7.1. We reserve the right to cancel the contract between us if:

- 7.1.1 we have insufficient stock to deliver the goods you have ordered;
 - 7.1.2. we do not deliver to your area; or
 - 7.1.3. one or more of the goods you ordered was listed at an incorrect price due to a mistake by us including a typographical error, or an error in the pricing information received by us from our suppliers.
- 7.2. If we do cancel your contract we will notify you by e-mail or otherwise in writing and will re-credit to your account any sum deducted by us from your payment card as soon as possible, but in any event within 30 days of your order. We will not be obliged to offer any additional compensation for consequential loss, inconvenience or disappointment suffered.

8. Delivery of goods to you

- 8.1. We will deliver the goods ordered by you to the address you give us for delivery at the time you make your order.
- 8.2. Delivery will be made as soon as possible after your order is accepted and within 30 days unless otherwise agreed.
- 8.3. In stock orders are normally delivered within 3-5 working days. If part of your order is temporarily out of stock we will normally back order it, and send it on as soon as possible. Low value items are not normally back-ordered.
- 8.4. If your order contains an item which is currently out of stock but due in the next few days, we will wait until the whole order can be despatched together. Should an item be particularly urgent please state this at the time of ordering so we can contact you if there is any delay.
- 8.5. Next day and Saturday deliveries available, for more information about delivery methods and rates please see our website or contact us.
- 8.6. You will become the owner of the goods you have ordered when they have been delivered to you. Once goods have been delivered to you they will be held at your own risk and we will not be liable for their loss or destruction.

9. Liability

- 9.1. If the goods we deliver are not what you ordered or are damaged or defective or the delivery is of an incorrect quantity, we shall have no liability to you unless you notify us in writing at our contact address of the problem within 10 working days of the delivery of the goods in question.
- 9.2. If you do not receive goods ordered by you within 30 days of the date on which you ordered them, we shall have no liability to you unless you notify us in writing at our contact address of the problem within 40 days of the date on which you ordered the goods.
- 9.3. If you notify a problem to us under this condition, our only obligation will be, at our option:

- 9.3.1. to make good any shortage or non-delivery;
- 9.3.2. to replace or repair any goods that are damaged or defective; or
- 9.3.3. to refund to you the amount paid by you for the goods in question in whatever way we choose. Credit or debit card payments will always be refunded to the card used.

9.4. Save as precluded by law, we will not be liable to you for any indirect or consequential loss, damage or expenses howsoever arising out of any problem you notify to us under this condition and we shall have no liability to pay any money to you by way of compensation other than to refund to you the amount paid by you for the goods in question under clause 8.2 above.

9.5. You must observe and comply with all applicable regulations and legislation, including obtaining all necessary customs, import or other permits to purchase goods from our site. The importation or exportation of certain of our goods to you may be prohibited by certain national laws. We make no representation and accept no liability in respect of the export or import of the goods you purchase.

9.6. Notwithstanding the foregoing, nothing in these terms and conditions is intended to limit any rights you might have as a consumer under applicable local law or other statutory rights that may not be excluded nor in any way to exclude or limit our liability to you for any death or personal injury resulting from our negligence.

9.7. The <https://www.k4it.co.uk> website is provided by K4IT Limited without any guarantees or warranties. You must bear the risks associated with use of the internet.

9.8. If you breach these conditions and we take no action, we will still be entitled to use our rights and remedies in any other or future situation where you breach these conditions.

10. Notices

Unless otherwise expressly stated in these terms and conditions, all notices from you to us must be in writing and sent to our contact address at K4IT Limited, 3 Stotfold Road, Arlesey, Bedfordshire, SG15 6XL, United Kingdom, and all notices from us to you will be displayed on our website from time to time.

For contractual purposes, you consent to receive communications from us electronically and you agree that all agreements, notices, disclosures and other communications that we provide to you electronically satisfy any legal requirement that such communications be in writing. This condition does not affect your statutory rights.

11. Events beyond our control

We shall have no liability to you for any failure to deliver goods you have ordered or any delay in doing so, or for any damage or defect to goods delivered that is caused by any event or circumstance beyond our reasonable control, including, without limitation, strikes, lock-outs and other industrial disputes, breakdown of systems or network access, inclement weather, flood, fire, explosion or accident.

12. Invalidity

If any part of these terms and conditions is unenforceable (including any provision in which we exclude our liability to you) the enforceability of any other part of these conditions will not be affected.

13. Privacy

You acknowledge and agree to be bound by the terms of our privacy policy. Please see our website or ask for details.

14. Third Party Rights

Except for our directors, employees, agents or representatives, a person who is not a party to this agreement has no right under the UK Contracts (Rights of Third Parties) Act 1999 to enforce any term of this agreement, but this does not affect any right or remedy of a third party that exists or is available apart from that Act.

15. Governing Law

The contract between us shall be governed by and interpreted in accordance with English law and the English courts shall have jurisdiction to resolve any disputes between us.

16. Entire Agreement

These terms and conditions, together with any product or service specific terms and conditions, our current website prices, delivery details, contact details and privacy policy, set out the whole of our agreement relating to the supply of the services or goods to you by us. Nothing said by any sales person on our behalf should be understood as a variation of these terms and conditions or as an authorised representation about the nature or quality of any services or goods offered for sale by us. Save for fraud or fraudulent misrepresentation, we shall have no liability for any such representation being untrue or misleading.

17. Changes

We reserve the right to make changes to our website, policies, and terms and conditions at any time without notice. If any of these conditions is deemed invalid, void, or for any reason unenforceable, that condition will be deemed severable and will not affect the validity and enforceability of any remaining condition.

18. Registered Office

K4IT and <https://www.k4it.co.uk> are trading names of K4IT Limited, whose registered office is at:

3 Stotfold Road

Arlesey

Bedfordshire

SG15 6XL

United Kingdom

Registered in England No. 5371264

Vat Reg No. 931 3333 53