

OUR TERMS AND CONDITIONS

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1 About these Terms and Conditions of Supply

- 1.1 **What these terms cover.** If you buy any products online from our [website](#) (our "**Website**"), these are terms and conditions will apply.
- 1.2 **Why you should read them.** These terms tell you who we are, how we will provide products to you, how you and we may change or end the contract, what to do if there is a problem and other important information. These general terms and conditions and the policies may change from time to time so please check these before making any purchases on our website.

2 Information about us and how to contact us

- 2.1 **Who we are.** We are Keter UK Ltd, a company registered in England and Wales under company number 04992337 and our registered office is at 16 Great Queen Street, Covent Garden, London WC2B 5AH. Our VAT number is GB 887 1374 83 .
- 2.2 **How to contact us.** You can contact us by telephoning our customer service team at 0121 506 0008 or by writing to us at hduk@keter.com or Keter UK Ltd, Beaumont Road Industrial Estate, Beaumont Road, Banbury, Oxon OX16 1RH.
- 2.3 **How we may contact you.** If we have to contact you about your order we will do so by telephone or by writing to you at the email address or postal address you provided to us in your order.
- 2.4 **"Writing"** includes emails. When we use the words "**writing**" or "**written**" in these terms, this includes emails.

3 Our contract with you

- 3.1 **How we will accept your order.** Our acceptance of your order will take place when we email you to accept it, at which point a contract will come into existence between you and us.
- 3.2 **If we cannot accept your order.** If we are unable to accept your order, we will inform you of this in writing within one business day and will not charge you for the product. This might be

because the product is out of stock, because of unexpected limits on our resources which we could not reasonably plan for, because we have identified an error in the price or description of the product or because we are unable to meet a delivery deadline you have specified or that is specified on the Website.

3.3 **Your order number.** We will assign an order number to your order and tell you what it is when we accept your order. It will help us if you can tell us the order number whenever you contact us about your order.

3.4 **We only sell to the UK.** Our Website is solely for the promotion of our products in the UK. (excluding the Highlands, Northern Ireland and offshore islands). Unfortunately, we do not accept orders from or deliver to addresses outside of this.

4 **Our products**

4.1 **Products may vary slightly from their pictures.** The images of the products on our Website are for illustrative purposes only. Although we have made every effort to display the colours accurately, we cannot guarantee that a device's display of the colours accurately reflects the colour of the products. Your product may vary slightly from those images. Although we have made every effort to be as accurate as possible, because our products are handmade, all sizes, weights, capacities, dimensions and measurements indicated on our website have a 2% tolerance. For larger items such as our sheds, please ensure you use a flat and level concrete or wooden base as a foundation.

4.2 **Product packaging may vary.** The packaging of the product may vary from that shown in images on our Website.

4.3 **Making sure your measurements are accurate.** If we are making the product to measurements you have given us you are responsible for ensuring that these measurements are correct. You can find information and tips on how to measure on our Website or by contacting us. You can find answers to many frequently asked questions in the FAQ tab on this Website. For any additional assembly tips or advice, just click on our Customer Care tab and complete the enquiry form shown in the Contact Us section. We'll get back to you with the details as soon as we can. Alternatively, you can phone our local UK Consumer Services with your query on 0121 506 0008.

5 **Your rights to make changes**

If you wish to make a change to the product you have ordered please contact us. We will let you know if the change is possible. If it is possible we will let you know about any changes to the price of the product, the timing of supply or anything else which would be necessary as a result of your requested change and ask you to confirm whether you wish to go ahead with the change. If we cannot make the change or the consequences of making the change are unacceptable to you, you may want to end the contract (see clause 8 - Your rights to end the contract).

6 **Our rights to make changes**

6.1 **Minor changes to the products.** We may change the product:

- (a) to reflect changes in relevant laws and regulatory requirements; and
- (b) to implement minor technical adjustments and improvements. These changes will not affect your use of the product.

7 **Providing the products**

7.1 **Delivery costs.** The costs of delivery will be as displayed to you on our Website.

- 7.2 **When we will provide the products.** During the order process we will let you know when we will provide the products to you.
- 7.3 **We are not responsible for delays outside our control.** If our supply of the products is delayed by an event outside our control then we will contact you as soon as possible to let you know and we will take steps to minimise the effect of the delay. Provided we do this we will not be liable for delays caused by the event, but if there is a risk of substantial delay you may contact us to end the contract and receive a refund for any products you have paid for but not received.
- 7.4 **If you are not at home when the product is delivered.** If no one is available at your address to take delivery and the products cannot be delivered, we will contact you to re-arrange delivery.
- 7.5 **If you do not re-arrange delivery.** If you do not collect the products from us as arranged or if, after a failed delivery to you, you do not re-arrange delivery or collect them from a delivery depot we will contact you for further instructions and may charge you for storage costs and any further delivery costs. If, despite our reasonable efforts, we are unable to contact you or re-arrange delivery or collection we may end the contract and clause 10.2 will apply.
- 7.6 **Your legal rights if we deliver products late.** You have legal rights if we deliver any products late. If we miss the delivery deadline for any products then you may treat the contract as at an end straight away if any of the following apply:
- (a) we have refused to deliver the products;
 - (b) delivery within the delivery deadline was essential (taking into account all the relevant circumstances); or
 - (c) you told us before we accepted your order that delivery within the delivery deadline was essential.
- 7.7 **Setting a new deadline for delivery.** If you do not wish to treat the contract as at an end straight away, or do not have the right to do so under clause 7.6.
- 7.8 **Ending the contract for late delivery.** If you do choose to treat the contract as at an end for late delivery under clause 7.6 or clause 7.7, you can cancel your order for any of the products or reject products that have been delivered. If you wish, you can reject or cancel the order for some of those products (not all of them), unless splitting them up would significantly reduce their value. After that we will refund any sums you have paid to us for the cancelled products and their delivery. If the products have been delivered to you, you must allow us to collect them from you. We will pay the costs of collection. In the event either of cancellation prior to delivery or afterwards, please call us on 0121 506 0008 or email us at hduk@keter.com.
- 7.9 **When you become responsible for the products.** A product will be your responsibility from the time we deliver the product to the address you gave us at the time of the order.
- 7.10 **When you own products.** You own a product once we have received payment in full.
- 7.11 **What will happen if you do not give required information to us.** We may need certain information from you so that we can supply the products to you, for example, delivery address, billing address, contact information, etc. If so, this will have been stated in the description of the products on our website. We will contact you to ask for this information. If you do not give us this information within a reasonable time of us asking for it, or if you give us incomplete or incorrect information, we may either end the contract (and clause 10.2 will apply) or make an additional charge of a reasonable sum to compensate us for any extra work that is required as a result. We will not be responsible for supplying the products late or not supplying any part of them if this is caused by you not giving us the information we need within a reasonable time of us asking for it.

7.12 **Reasons we may suspend the supply of products to you.** We may have to suspend the supply of a product to:

- (a) deal with technical problems or make minor technical changes;
- (b) update the product to reflect changes in relevant laws and regulatory requirements;
- (c) make changes to the product as requested by you or notified by us to you (see clause 6).

7.13 **Your rights if we suspend the supply of products.** We will contact you in advance to tell you we will be suspending supply of the product, unless the problem (which has caused the suspension) is urgent or an emergency. If we have to suspend any of our products after you have placed an order, we will adjust the price so that you do not pay for any products that have been suspended.

8 Your rights to end the contract

8.1 **You can always end your contract with us.** Your rights when you end the contract will depend on what you have bought, whether there is anything wrong with it, how we are performing and when you decide to end the contract:

- (a) If what you have bought is faulty or misdescribed you may have a legal right to end the contract (or to get the product repaired or replaced or a service re-performed or to get some or all of your money back), see clause 11;
- (b) If you want to end the contract because of something we have done or have told you we are going to do, see clause 8.2;
- (c) If you have just changed your mind about the product, see clause 8.3. You may be able to get a refund if you are within the cooling-off period, but this may be subject to deductions and you will have to pay the costs of return of any products;
- (d) In all other cases (if we are not at fault and there is no right to change your mind), see clause 8.6.

8.2 **Ending the contract because of something we have done or are going to do.** If you are ending a contract for a reason set out at (a) to (e) below the contract will end immediately and we will refund you in full for any products which have not been provided and you may also be entitled to compensation. The reasons are:

- (a) we have told you about an upcoming change to the product or these terms which you do not agree to (see clause 6);
- (b) we have told you about an error in the price or description of the product you have ordered and you do not wish to proceed;
- (c) there is a risk that supply of the products may be significantly delayed because of events outside our control;
- (d) we have suspended supply of the products for technical or logistical reasons, or notify you we are going to suspend them for technical or logistical reasons; or
- (e) you have a legal right to end the contract because of something we have done wrong (including because we have delivered late (see clause 7.6).

8.3 **Exercising your right to change your mind (Consumer Contracts Regulations 2013).** For most products bought online you have a legal right to change your mind within 14 days and receive a refund. These rights, under the Consumer Contracts Regulations 2013, are explained in more detail in these terms.

8.4 **When you don't have the right to change your mind.** You do not have a right to change your mind in respect of:

- (a) any product(s) for which you do not have proof of purchase;
- (b) any product(s) are returned without full packaging;
- (c) any product(s) are not returned in a saleable condition;
- (d) any products sealed for health protection or hygiene purposes, once these have been unsealed after you receive them; and
- (e) any products which become mixed inseparably with other items after their delivery.

8.5 **How long do I have to change my mind?** How long you have depends on what you have ordered and how it is delivered. If you have bought products from us, you have 14 days after the day you (or someone you nominate) receives the products, unless your products are split into several deliveries over different days. In this case you have until 14 days after the day you (or someone you nominate) receives the last delivery to change your mind about the products.

8.6 **Ending the contract where we are not at fault and there is no right to change your mind.** Even if we are not at fault and you do not have a right to change your mind (see clause 8.1), you can still end the contract before it is completed. A contract for our products is completed when the product is delivered and paid for. If you want to end the contract in these circumstances, just contact us to let us know at hduk@keter.com.

9 **How to end the contract with us (including if you have changed your mind)**

9.1 **Tell us you want to end the contract.** To end the contract with us, please let us know by doing one of the following:

- (a) **Phone or email.** Call customer services on 0121 506 0008 or email us at hduk@keter.com. Please provide your name, home address, details of the order and, where available, your phone number and email address.
- (b) **By post.** Write to us at Home Delivery Department, Keter UK Ltd, Beaumont Road, Beaumont Road Industrial Estate, Banbury, Oxon OX16 1RH, including details of what you bought, when you ordered or received it and your name and address.

9.2 **Returning products after ending the contract.** If you end the contract for any reason after products have been dispatched to you or you have received them, you must allow our authorised courier service to collect them from you. Please call customer services on 0121 506 0008 or email us at hduk@keter.com to arrange collection. If you are exercising your right to change your mind you must advise us that you want to return the products within 14 days of telling us you wish to end the contract.

9.3 **When we will pay the costs of return.** We will pay the costs of return:

- (a) if the products are faulty or misdescribed;
- (b) if you are ending the contract because we have told you of an upcoming change to the product or these terms, an error in pricing or description, a delay in delivery due to events outside our control or because you have a legal right to do so as a result of something we have done wrong; or
- (c) if you are exercising your right to change your mind.

In all other circumstances (including where you are exercising your right to change your mind) you must pay the costs of return.

- 9.4 **What we charge for collection.** If you are responsible for the costs of return and we are collecting the product from you, we will charge you the direct cost to us of collection.
- 9.5 **How we will refund you.** We will refund you the price you paid for the products including delivery costs, by the method you used for payment. However, we may make deductions from the price, as described below.
- 9.6 **Deductions from refunds if you are exercising your right to change your mind.** If you are exercising your right to change your mind:
- (a) We may reduce your refund of the price (excluding delivery costs) to reflect any reduction in the value of the products, if this has been caused by your handling them in a way which would not be permitted in a shop. Please see our Shopping with Keter tab on this Website for additional details.
 - (b) The maximum refund for delivery costs will be the costs of delivery.
- 9.7 **When your refund will be made.** We will make any refunds due to you as soon as possible. If you are exercising your right to change your mind then your refund will be made within 14 days from the day on which we receive the product(s) back from you. For information about how to return a product to us, see clause 9.2.

10 Our rights to end the contract

- 10.1 **We may end the contract if you break it.** We may end the contract for a product at any time by writing to you if:
- (a) you do not, within a reasonable time of us asking for it, provide us with information that is necessary for us to provide the products, for example, delivery address, contact information, delivery instructions, etc;
 - (b) you do not, within a reasonable time, allow us to deliver the products to you;
 - (c) we are persistently been unable to deliver the products to you on the agreed delivery date.
- 10.2 **You must compensate us if you break the contract.** If we end the contract in the situations set out in clause 10.1 we will refund any money you have paid in advance for products we have not provided to you but we may deduct or charge you reasonable compensation for the net costs we will incur as a result of your breaking the contract.
- 10.3 **Product availability.** Our Website will display our most up to date stock availability however there may be circumstances where some products may not be available after we have accepted your order (e.g. due to stock loss, subsequent discovery in our warehouse that product is faulty, or inventory issues where an item is discovered to be unavailable after order has been accepted). We will let you know as soon as possible after we have accepted your order if there is an issue with product availability including if the product has been discontinued. In this case we will refund any sums paid to us and have you check back on our Website at a later date when the product is back in stock.

11 If there is a problem with the product

- 11.1 **How to tell us about problems.** If you have any questions or complaints about the product, please contact us. You can telephone our customer service team at 0121 506 0008 or write to us at hduk@keter.com or Keter UK Ltd, Beaumont Road Industrial Estate, Beaumont Road, Banbury, Oxon OX16 1RH.
- 11.2 **Summary of your legal rights.** We are under a legal duty to supply products that are in conformity with this contract. See the box below for a summary of your key legal rights in relation to the product. Nothing in these terms will affect your legal rights.

Summary of your key legal rights

This is a summary of your key legal rights. These are subject to certain exceptions. For detailed information please visit the Citizens Advice website at www.adviceguide.org.uk or call 03454 04 05 06.

If your product is goods, for example furniture, the Consumer Rights Act 2015 says goods must be as described, fit for purpose and of satisfactory quality. During the expected lifespan of your product your legal rights entitle you to the following:

- a) Up to 30 days: if your goods are faulty, then you can get an immediate refund.
- b) Up to six months: if your goods can't be repaired or replaced, then you're entitled to a full refund, in most cases.
- c) Up to six years: if your goods do not last a reasonable length of time you may be entitled to some money back. See also ***Exercising your right to change your mind (Consumer Contracts Regulations 2013)***.

- 11.3 **Your obligation to return rejected products.** If you wish to exercise your legal rights to reject products you must either return them in person to where you bought them, or allow us to collect them from you. We will pay the costs of collection. Please call customer services on 0121 506 0008 or email us at hduk@keter.com to arrange collection.

12 Price and payment

- 12.1 **Where to find the price for the product.** The price of the product (which includes VAT) will be the price indicated on the order pages when you placed your order. We take all reasonable care to ensure that the price of the product advised to you is correct. However please see clause 12.3 for what happens if we discover an error in the price of the product you order.

- 12.2 **We will pass on changes in the rate of VAT.** If the rate of VAT changes between your order date and the date we supply the product, we will adjust the rate of VAT that you pay, unless you have already paid for the product in full before the change in the rate of VAT takes effect.

- 12.3 **What happens if we got the price wrong.** It is always possible that, despite our best efforts, some of the products we sell may be incorrectly priced. We will normally check prices before accepting your order so that, where the product's correct price at your order date is less than our stated price at your order date, we will charge the lower amount. If the product's correct price at your order date is higher than the price stated to you, we will contact you for your instructions before we accept your order. If we accept and process your order where a pricing error is obvious and unmistakable and could reasonably have been recognised by you as a mispricing, we may end the contract, refund you any sums you have paid and require the return of any products provided to you.

- 12.4 **When you must pay and how you must pay.** We accept payment with most major credit and debit cards as well as PayPal and you must pay for the products before we dispatch them. We will not charge your credit or debit card until we dispatch the products to you.

- 12.5 **What to do if you think an invoice is wrong.** If you think an invoice is wrong please contact us promptly to let us know. You will not have to pay any interest until the dispute is resolved. Once the dispute is resolved we will charge you interest on correctly invoiced sums from the original due date.

13 Our responsibility for loss or damage suffered by you

- 13.1 **We are responsible to you for foreseeable loss and damage caused by us.** If we fail to comply with these terms, we are responsible for loss or damage you suffer that is a foreseeable result of our breaking this contract or our failing to use reasonable care and skill, but we are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if either it is obvious that it will happen or if, at the time the contract was made, both we and you knew it might happen, for example, if you discussed it with us during the sales process.

- 13.2 **We do not exclude or limit in any way our liability to you where it would be unlawful to do so.** This includes liability for death or personal injury caused by our negligence or the

negligence of our employees, agents or subcontractors; for fraud or fraudulent misrepresentation; for breach of your legal rights in relation to the products as summarised at clause 11.2.

13.3 **We are not liable for business losses.** We only supply the products for domestic and private use. If you use the products for any commercial, business or re-sale purpose we will have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.

13.4 **We limit our liability.** Our liability to you under these Terms and Conditions of Supply and our see Returns policy (Please see our Shopping with Keter tab on this Website) shall not exceed the price paid for the products you have purchased through our Website, provided that we take reasonable care when we deliver the products to you.

14 Other important terms

14.1 **We may transfer this Agreement to someone else.** We may transfer our rights and obligations under these terms to another organisation. We will always tell you in writing if this happens and we will ensure that the transfer will not affect your rights under the contract

14.2 **You need our consent to transfer your rights to someone else (except that you can always transfer our guarantee).** You may only transfer your rights or your obligations under these terms to another person if we agree to this in writing. However, you may transfer our guarantee at clause 8.4 to a person who has acquired the product or, where the product is services, any item or property in respect of which we have provided the services. We may require the person to whom the guarantee is transferred to provide reasonable evidence that they are now the owner of the relevant item or property, for example by providing proof of purchase.

14.3 **Nobody else has any rights under this contract (except someone you pass your guarantee on to).** This contract is between you and us. No other person shall have any rights to enforce any of its terms, except as explained in clause 14.2 in respect of our guarantee. Neither of us will need to get the agreement of any other person in order to end the contract or make any changes to these terms.

14.4 **If a court finds part of this contract illegal, the rest will continue in force.** Each of the paragraphs of these terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.

14.5 **Even if we delay in enforcing this contract, we can still enforce it later.** If we do not insist immediately that you do anything you are required to do under these terms, or if we delay in taking steps against you in respect of your breaking this contract, that will not mean that you do not have to do those things and it will not prevent us taking steps against you at a later date. For example, if you miss a payment and we do not chase you but we continue to provide the products, we can still require you to make the payment at a later date.

14.6 **Complaints.** In the event you have a complaint regarding a product or service purchased from Keter, please contact us at hduk@keter.com. If you are not happy with how we have handled any complaint, you may want to contact the alternative dispute resolution provider we use. You can submit a complaint to Retail ADR via their website at www.retailadr.org.uk. Retail ADR will not charge you for making a complaint and if you are not satisfied with the outcome you can still bring legal proceedings.

14.7 **Which laws apply to this contract and where you may bring legal proceedings.** These terms are governed by English law and you can bring legal proceedings in respect of the products in the English courts. If you live in Scotland you can bring legal proceedings in respect of the products in either the Scottish or the English courts. If you live in Northern Ireland you can bring legal proceedings in respect of the products in either the Northern Irish or the English courts.