

# STANDARD TERMS AND CONDITIONS FOR THE SALE OF GOODS

## BACKGROUND:

These Terms and Conditions are the standard terms for the sale of goods by Keops Limited, trading as Keops Interlock, a Private Limited Company registered in England under number 04019277, whose registered address is Five Oaks Farm Badgers Hill, Nr Sheriffs Lench, Evesham, Worcestershire, WR11 4SN.

## 1. Definitions and Interpretation

1.1 In these Terms and Conditions, unless the context otherwise requires, the following expressions have the following meanings:

<b>"Bespoke Goods"</b>	Means Goods that are not available as standard either from Ourselves or Our suppliers and require an element of design or modification at Your request;
<b>"Business Day"</b>	means, any day other than a Saturday, Sunday or bank holiday;
<b>"Calendar Day"</b>	means any day of the year;
<b>"Commercial Unit"</b>	means a delivery of Goods, the character and/or value of which would be materially impaired if divided;
<b>"Contract"</b>	means the contract for the purchase and sale of Goods, as explained in Clause 3;
<b>"Goods"</b>	means the goods which are to be supplied by Us to you as specified in your Order (and confirmed in Our Order Acceptance);
<b>"Month"</b>	means a calendar month;
<b>"Price"</b>	means the price payable for the Goods;
<b>"Special Price"</b>	means a special offer price payable for Goods which We may offer from time to time;
<b>"Order"</b>	means your order for the Goods as attached;
<b>"Order Confirmation"</b>	means Our acceptance and confirmation of your Order as described in Clause 3;
<b>"We/Us/Our"</b>	means Keops Limited, trading as Keops Interlock, a Private Limited Company registered in England under number 04019277, whose registered address is Five Oaks Farm Badgers Hill, Nr Sheriffs Lench, Evesham, Worcestershire, WR11 4SN.

1.2 Each reference in these Terms and Conditions to "writing" and any similar expression includes electronic communications whether sent by e-mail, fax or other means.

## 2. Information About Us

- 2.1 Keops Limited, trading as Keops Interlock, a Private Limited Company registered in England under number 04019277, whose registered address is Five Oaks Farm Badgers Hill, Nr Sheriffs Lench, Evesham, Worcestershire, WR11 4SN.
- 2.2 Our VAT number is 861 3970 10.

## 3. The Contract

- 3.1 These Terms and Conditions govern the sale of goods by Us and will form the basis of the Contract between Us and you. Before making your Order, please ensure that you have read these Terms and Conditions carefully. If you are unsure about any part of these Terms and Conditions, please ask Us for clarification.
- 3.2 Nothing provided by Us including, but not limited to, sales

and marketing literature, price lists and other documents constitutes a contractual offer capable of acceptance. Your Order constitutes a contractual offer that We may, at Our discretion, accept.

- 3.3 A legally binding contract between Us and you will be created upon Our acceptance of your Order, indicated by Our Order Confirmation. Order Confirmations will be provided in writing.
- 3.4 We shall ensure that the following information is given or made available to you prior to the formation of the Contract between Us and you, save for where such information is already apparent from the context of the transaction:
- 3.4.1 The main characteristics of the Goods;
- 3.4.2 Our identity (set out above in Clause 2) and contact details (set out below in Clause 14);
- 3.4.3 The total Price for the Goods including taxes or, if the nature of the Goods is such that the Price cannot be calculated in advance, the manner in which it will be calculated;
- 3.4.4 Where applicable, all additional delivery charges or, where such charges cannot be calculated in advance, the manner in which they will be calculated;
- 3.4.5 Where applicable, the arrangements for payment, delivery and the time by which We undertake to deliver the Goods;
- 3.4.6 Our complaints handling policy;
- 3.4.7 Where applicable, details of after-sales services and commercial guarantees;
- 3.4.8 Where applicable, the functionality, including appropriate technical protection measures, of digital content; and
- 3.4.9 Where applicable, any relevant compatibility of digital content with hardware and software that We are aware of or might reasonably be expected to be aware of.
- 3.5 We shall ensure that you are aware of Our legal duty to supply goods that are in conformity with the Contract.

## 4. Description and Specification of Goods

- 4.1 We have made every reasonable effort to ensure that the Goods conform to illustrations, photographs and descriptions provided in Our sales and marketing literature and descriptions provided by Our salespeople. We cannot, however, guarantee that all illustrations and/or photographs will be precisely accurate due to discrepancies that may arise during the printing process and/or natural differences in the colour of the materials used in the Goods. Furthermore, the dimensions of the Goods are approximate as the materials in the Goods expand and contract under normal weather conditions. All and any industry standard tolerances for the Goods apply.
- 4.2 If you receive any Goods that do not materially conform to illustrations, photographs or descriptions under sub-Clause 4.1 this does not give rise to an automatic right to return those Goods to Us, however should they not conform to the specification provided in the Order Form, then you may return those Goods to Us as provided in Clause 9.
- 4.3 If We find, or are made aware of, any typographical, clerical or other accidental errors or omissions in any sales and marketing literature, price lists or any other documents We will make every reasonable effort to correct such errors or omissions as soon as is reasonably possible. If, as a result of any such error or omission, you have received the wrong Goods, you may return those Goods to Us for non-compliance with the description as provided in Clause 9. If, as a result of any such error or omission, you have paid too much, We will refund the excess paid for the Goods.
- 4.4 We reserve the right to make any changes in the

specification of the Goods that may be required to conform to any applicable safety or other legal or regulatory requirements without notice.

4.5 Bespoke Goods are available from Us. If you Order Bespoke Goods from Us, We will produce and/or design those Goods to your specifications and requirements. Further information We will require with your Order for Bespoke Goods can be found in Clause 5 of these Terms.

4.6 When placing an Order for Bespoke Goods, please ensure that all information that you provide to Us is correct, accurate and complete. We cannot accept the return of any Bespoke Goods if the return is due to incorrect information provided by you. Please note that this does not affect your legal rights (including but not limited to those described in these terms and conditions).

## 5. Your Obligations

5.1 Prior to making the Order for Bespoke Goods, it is critical that You have:

5.1.1 ensured that the Goods do not require any form of permission, consent or licence to be assembled, constructed or installed at the premises and in the location that you intend them (i.e. all and any applications for Permitted Development, Planning Permission, Building Regulation Control, Certificate of Lawful Development or any other analogous licence or consent) has been obtained. We accept no liability for the failure to obtain any necessary consent, licence or permission and We cannot accept return of the Bespoke Goods on the basis that an appropriate licence or consent has not been obtained or should have been obtained prior to delivery;

5.1.2 made Us aware of any permissions, consents and/or licences required for the site on which the Goods are to be delivered, installed, constructed etc.,

5.1.3 ensured that there is suitable access for the delivery of the Goods bearing in mind the size and nature of the vehicles required to transport such Goods;

5.1.4 ensured that there is suitable and safe access for the delivery, assembly, construction, and installation of the Goods at their desired location (which includes a flat, level and smooth base or foundation of sufficient size and stability, upon which the Goods are intended to be sited) taking into account any manual handling restrictions;

5.1.5 ensured that the Goods can be located in their desired location (taking into account size of the Goods, any height restrictions, access, separation distances, ground conditions and reasonable maintenance requirements);

5.1.6 ensured that we are aware of any site specific information including but not limited to steps, banks, water courses, trees, hedgerows or other conditions which may impede access and construction;

5.1.7 ensured that there is adequate storage of any materials, water, power and welfare (toilets, drinks etc.) required to construct the Goods at the desired location,

5.1.8 agreed any separate terms relating to the assembly/construction of the Goods with the individual, firm, organisation who is responsible for construction of the Goods (unless We have agreed to project manage the construction of the Goods for you);

5.1.9 reviewed and agreed the Order specification, design, floor plan and any attachments to the Order for accuracy (as changes to bespoke Goods following the Order being accepted by Us can only be made in accordance with limited circumstances contained in the rest of these Terms);

5.1.10 ensured that the Goods can be delivered and constructed between the hours of 07:00am and 08:00pm

each day with adequate parking/permits for deliveries and construction (if construction is project managed by Us);

5.1.11 ensured that You (or a suitable adult representative) is available on the date of delivery and whilst the Goods are constructed (if construction is being project managed by Us) in order to answer any questions regarding the delivery and construction of the Goods and to inspect the Goods during construction and upon completion of the construction (signing any completion certificates reasonably requested of you);

## 6. Orders

6.1 All Orders for Goods made by you will be subject to these Terms and Conditions.

6.2 You may change your Order at any time before We despatch the Goods by contacting Us but this does not apply to Bespoke Goods. We will only accept changes to Orders for Bespoke Goods if We are reasonably able to accommodate your request without additional work. Any requests to change Orders need to be made in writing.

6.3 If your Order is changed We will inform you of any change to the Price in writing.

6.4 Design changes may occur on Bespoke Goods without notice. We will notify You of any design changes wherever possible.

6.5 You may cancel your Order at any time before We despatch the Goods by contacting Us. If you have already paid for the Goods under Clause 6, the payment will be refunded to you within 14 Business Days. This does not apply to Bespoke Goods (unless you are cancelling under sub-Clause 13.2.5 due to an event outside of Our control). We will only accept an Order cancellation for Bespoke Goods if We have not yet begun designing, making or altering the Goods. If you request that your Order be cancelled, you must confirm this cancellation in writing.

6.6 We may cancel your Order at any time before We despatch the non-bespoke Goods in the following circumstances:

6.6.1 The Goods are no longer in stock and We are unable to re-stock (if, for example, the Goods are discontinued); or

6.6.2 An event outside of Our control continues for more than 3 months (please see Clause 12 for events outside of Our control).

6.7 If We cancel your Order under sub-Clause 6.6 and you have already paid for the Goods under Clause 7, the payment will be refunded to you within 14 Business Days. If We cancel your Order, the cancellation will be confirmed by Us in writing.

## 7. Price and Payment

7.1 The Price of the Goods will be that shown on Our Order Form in force at the time of your Order. If the Price shown in your Order differs from Our current Price We will inform you upon receipt of your Order.

7.2 If We quote a Special Price which is different to the Price shown in Our current price list, the Special Price will be valid for a period of 30 days or, if the Special Price is part of an advertised special offer, for the period shown in the advertisement. Orders placed during this period will be accepted at the Special Price even if We do not accept the Order until after the period has expired.

7.3 Our Prices may change at any time but these changes will not affect any Orders that We have already accepted.

7.4 We have made every reasonable effort to ensure that Our Prices, as shown in Our current price list are correct.

Prices will be checked when We process your Order. If the actual Price of the Goods is lower than that stated in your Order, you will be charged the lower Price (unless the lower price was an obvious mistake that you could have reasonably recognised). If the actual Price of the Goods is higher than that stated in your Order, We will ask you how you wish to proceed.

- 7.5 All Prices include VAT. If the rate of VAT changes between the date of your Order and the date of your payment, We will adjust the rate of VAT that you must pay. Changes in VAT will not affect any Prices where We have already received payment in full from you.
- 7.6 Our Prices normally include the cost of delivery unless stated otherwise but not the construction of the Goods unless stated otherwise. In which case, delivery costs will be detailed in the Order Form and added on to the final sum due and construction costs will be agreed separately (if We are project managing the construction).
- 7.7 Unless otherwise agreed in writing prior to placing the Order, Our Prices also exclude:
  - 7.7.1 groundworks, foundations, paths
  - 7.7.2 services in and out
  - 7.7.3 electrics, plumbing, heating, alarms, lighting
  - 7.7.4 kitchens and sanitary ware
  - 7.7.5 floor covering, furnishings, blinds, etc.
  - 7.7.6 weather proof decorations
  - 7.7.7 fire proof treatments
  - 7.7.8 approvals, structural calculations, SAP etc. CDM involvement
  - 7.7.9 site handling equipment, cranes, scaffolds, skips and plant fencing or site security
- 7.8 All payments for Goods must be made in advance before We can despatch the Goods to you. We require payment in cleared funds by the Friday before the week of delivery pursuant to the Order Form. In the event that any payment is delayed which results in delays or rearranging deliveries, we reserve the right to add these costs onto the costs of the Goods and we also reserve the right to insist on such costs being paid before any re-attempt to despatch the Goods.
- 7.9 We accept the following methods of payment:
  - 7.9.1 Bank Transfer (for all stage payments)
  - 7.9.2 Credit Card (for first stage payment only)
  - 7.9.3 Debit Card (for all stage payments)
  - 7.9.4 Cheque (for all stage payments)
- 7.10 Cleared funds should be received no later than the Friday before the week of despatch of the Goods to you.
- 7.11 If you do not make payment to Us by the due date as shown in/on the Order Confirmation, We may charge you interest on the overdue sum at the rate of 4% per annum above the base lending rate of Bank of England PLC from time to time. Interest will accrue on a daily basis from the due date for payment until the actual date of payment of the overdue sum, whether before or after judgment. You must pay any interest due when paying an overdue sum.
- 7.12 The provisions of sub-Clause 7.11 will not apply if you have promptly contacted Us to dispute an invoice in good faith. No interest will accrue while such a dispute is ongoing.
- 7.13 We retain title in any Goods that have not been paid for in full by you and if you fail to make payment when

requested, We reserve the right to repossess any Goods in which We retain title at any time. By agreeing these terms, you authorise Us to enter Your premises during normal business hours for the purpose of repossessing and inspecting the Goods in which We have retained title.

- 7.14 Your right to possession of the Goods in which We retain legal and beneficial title shall end if:
  - 7.14.1 You commit or permit any material breach of Your obligations under these Terms and Conditions;
  - 7.14.2 You enter into a voluntary arrangement with Your creditors or any other scheme or arrangement is made with Your creditors; or
  - 7.14.3 You are or become subject to a bankruptcy order or experience any other form of financial difficulty.

## 8. Delivery

- 8.1 Please note that delivery is currently possible outside the United Kingdom, subject to Our agreement in advance and agreement as to delivery charges.
- 8.2 When We provide you with an Order Confirmation, We will also use our reasonable endeavours to provide you with a Timetable of Events document detailing when the Goods are due to be delivered and, if you have agreed with us to manage any assembly/construction of the Goods, the estimated construction dates. If we are not able to provide you with an estimated date of delivery when providing you with the Timetable of Events, we will advise you of this and we will update you further when we become aware of the dates of delivery and construction. Please note that estimated delivery and construction date(s) may vary according to the availability of Goods, labour, your location, and circumstances beyond Our control. Unless agreed otherwise, the Goods will be delivered without undue delay and in any case no later than 30 Business Days from the date on the Timetable.
- 8.3 You must provide us with no less than 3 weeks advance notice if You cannot accept delivery of the Goods within the estimated week of delivery according to the Timetable of Events document supplied with your Order.
- 8.4 If you indicate in your Order that you wish to collect the Goods from Us yourself you may do so after receiving Our Order Confirmation and after we have confirmed that the Goods have arrived at our premises. Any collections from us need to be made during Our business hours of 09:00am to 5:00pm Monday to Friday (inclusive).
- 8.5 Delivery will be deemed to have taken place when the Goods (or in the case of multiple deliveries of the Goods, the final delivery) have been delivered to the delivery address indicated in your Order and you (or someone identified by you) have taken physical possession of the Goods or, if you are collecting the Goods from Us yourself, when you have collected the Goods.
- 8.6 If for any reason We are unable to deliver the Goods at your chosen delivery address, We will leave a note informing you that the Goods have been returned to Our premises, requesting that you contact Us to arrange re-delivery.
- 8.7 The responsibility (sometimes referred to as the "risk") for the Goods remains with Us until delivery is complete as defined in sub-Clause 8.5 at which point it will pass to you and You should therefore assist with delivery by checking off all Goods and materials that have been delivered. Please note, however, that if you do not wish to collect the Goods and do not wish to use Our nominated carrier to deliver them, instead choosing your own carrier, the risk in the Goods will pass to you as soon as they are passed to your chosen carrier.

- 8.8 You own the Goods once We have received payment in full for them. In this regard, please note that We may deliver additional materials, fixings, spares etc. in order to assist with the construction of the Goods. All spares at the end of the construction of the Goods remain Our property and unlike any waste or packaging which will remain Your responsibility, any additional materials, fixings, spares etc. may be removed from site following construction, at our discretion or if they are left on site, is Your responsibility to dispose of as You wish.
- 8.9 Please note that delivery to addresses outside England and Wales may require more time.
- 8.10 Please note carefully the following:
- 8.10.1 If We refuse to deliver the Goods, other than a refusal because of a failure by You to comply with Your Obligations under clause 5;
- 8.10.2 If delivery of the Goods within the agreed time period or at the agreed time was essential (taking into account the relevant circumstances at the time the Contract was formed) and We fail to deliver;
- 8.10.3 If you have told Us that delivery within the agreed time period or at the agreed time was essential and We fail to deliver,
- you may, specify a new delivery time, time period or location. If We continue to fail to deliver the Goods to a location that We deem to be suitable to receive the Goods, you may treat the Contract as being at an end and We will reimburse you without undue delay.
- 8.11 If We refuse or We are unable to deliver or construct the Goods because of a failure by You to comply with Your Obligations under Clause 5, then We reserve the right to charge any costs associated with wasted labour, standing time and downtime, redelivery costs, storage costs and travelling expenses;
- 8.12 If, you choose not to treat the Contract as being at an end under Clause 8.10, your right to cancel your Order or to reject the Goods will be unaffected. If you do so, We will reimburse you without undue delay.
- 8.13 If the Goods form a Commercial Unit, you may only reject or cancel all of the Goods, not a portion of them.

## 9. Faulty, Damaged or Incorrect Goods

- 9.1 By law, We must provide goods that are of satisfactory quality, fit for purpose and as described at the time of purchase, in accordance with any pre-contract information We have provided, and that match any samples or models that you have seen or examined (unless We have made you aware of any differences). If any digital content is included in the Goods, that digital content must also conform. If any Goods you have purchased do not comply and, for example, have faults or are damaged when you receive them, or if you receive incorrect Goods, please contact Us as soon as reasonably possible to inform us of the fault, damage or error, and to arrange for a refund, repair or replacement. Please note that if the Goods are incorrect as a result of your provision of incorrect information, rather than them not matching Our description, as explained in sub-Clause 4.6, you will not be able to return those Goods.
- 9.2 Beginning on the day that you receive the Goods (and ownership of them) you have a 30 Calendar Day right to reject the Goods and to receive a full refund if they do not conform as stated above. Alternatively, you may request a repair of the Goods or a replacement. We will bear any associated costs and will carry out the repair or replacement within a reasonable time and without significant inconvenience to you. In certain circumstances, where a repair or replacement is

impossible or otherwise disproportionate, We may instead offer you a full refund. If you request a repair or replacement during the 30 Calendar Day rejection period, that period will be suspended while We carry out the repair or replacement and will resume on the day that you receive the replacement or repaired Goods. If less than 7 Calendar Days remain out of the original period, it will be extended to 7 Calendar Days. If, after a repair or replacement, the Goods still do not conform (or if We cannot do so as previously described, or have failed to act within a reasonable time or without significant inconvenience to you), you may have the right either to keep the Goods at a reduced price, or to reject them in exchange for a refund. If you exercise the final right to reject the goods more than six months after you have received the Goods (and ownership of them), We may reduce any refund to reflect the use that you have had out of the Goods.

- 9.3 Please note that you will not be eligible to claim under this Clause 9 if:
- 9.3.1 We informed you of any faults, damage or other problems with the Goods before your purchase of the them;
- 9.3.2 you have purchased the Goods for an unsuitable purpose that is neither obvious nor made known to Us and the problem has resulted from your use of the Goods for that purpose; or
- 9.3.3 the problem is the result of normal wear and tear, misuse or intentional or careless damage.
- 9.4 Please also note that you may not return Goods to Us under this Clause 9 merely because you have changed your mind. Please refer to Clause 10 for details of what to do if you change your mind.
- 9.5 To return Goods to Us for any reason under this Clause 9, you may do so in person during Our business hours of Monday to Friday 09:00am to 05:00pm or you may return them to Us by courier or another suitable delivery choice. You may alternatively request that We collect the Goods from you. Please ensure that the Goods are ready for collection at the agreed time and location. We are solely responsible for collecting the Goods in this case, however We may appoint a third party carrier to collect them in which case We will provide you with all relevant details. We will be fully responsible for the costs of returning Goods under this Clause 9 and will reimburse you where appropriate.
- 9.6 Refunds (whether full or partial, including reductions in price) under this Clause 9 will be issued within 14 Business Days of the day on which We agree that you are entitled to the refund.
- 9.7 Any and all refunds issued under this Clause 9 will include all delivery costs paid by you when the Goods were originally purchased.
- 9.8 For full details of your rights and remedies as a consumer, please contact your local Citizens Advice Bureau or Trading Standards Office.

## 10. Returning Goods If You Change Your Mind

- 10.1 If you are not satisfied with any (non-bespoke) Goods purchased from Us you have the right to return them in exchange for a refund or a replacement, subject to the provisions of this Clause 10. This Clause 10 does not apply to Goods that are not in compliance with your legal rights. For such Goods please refer to Clause 9.
- 10.2 This Clause 10 does not apply to Bespoke Goods. Goods which We have produced or altered to order for you cannot be returned if you change your mind.
- 10.3 If you wish to return non-bespoke Goods to Us under this

Clause 10 you must do so within 15 Business Days of taking delivery (or collecting them from Us), telling Us why you wish to return the Goods.

- 10.4 All Goods must be returned to Us under this Clause 10 in their original condition, in their original, un-opened packaging, accompanied by proof of purchase.
- 10.5 You may return Goods to Us in person during Our business hours of Monday to Friday 09:00am to 05:00pm or you may return them by post or another suitable delivery service of your choice. You are solely responsible for the cost of returning Goods to Us under this Clause 10.
- 10.6 You may request that We collect the Goods from you. Please ensure that the Goods are ready for collection at the agreed time and location. We may charge you for collecting Goods under this Clause 10.
- 10.7 Refunds or replacements will be issued to you immediately if you return Goods to Us in person or within 14 Business Days of Our receipt of the Goods if you return Goods to Us by post or similar delivery service or if We collect the Goods from you.

## 11. Guarantee

- 11.1 For Goods that We have produced, customised or altered (including Bespoke Goods), We guarantee that for a period of 10 years from the date of delivery, the Goods will be free from material defects. This guarantee is subject to the exceptions listed in sub-Clause 11.2 and the terms of our Warranty documentation supplied with the Goods.
- 11.2 Our guarantee does not apply to any defects in the Goods caused by:
  - 11.2.1 Normal wear and tear;
  - 11.2.2 Deliberate damage and/or misuse of the Goods;
  - 11.2.3 Accidental damage;
  - 11.2.4 Failure to use the Goods in accordance with their instructions; or
  - 11.2.5 The alteration or repair of the Goods by you or any third party that is not authorised by Us.
- 11.3 Our guarantee exists in addition to your legal rights as a consumer. More information on your rights as a consumer can be obtained from your local Citizens Advice Bureau or Trading Standards Office.
- 11.4 For Goods that We have not produced, customised or altered the Goods may be provided with a manufacturer's guarantee. For further details and terms please refer to the manufacturer's guarantee documentation supplied with the Goods.
- 11.5 The manufacturer's guarantee exists in addition to your legal rights as a consumer. More information on your rights as a consumer can be obtained from your local Citizens Advice Bureau or Trading Standards Office.

## 12. Our Liability

- 12.1 We will be responsible for any foreseeable loss or damage that you may suffer as a result of Our breach of these Terms and Conditions or as a result of Our negligence (including that of Our employees, agents or sub-contractors). Loss or damage is foreseeable if it is an obvious consequence of Our breach or negligence or if it is contemplated by you and Us when the Contract is created. We will not be responsible for any loss or damage that is not foreseeable.
- 12.2 We only supply Goods under these Terms for domestic

and private use. We make no warranty or representation that the Goods are fit for commercial, business or industrial use of any kind (including resale). By making your Order, you agree that you will not use the Goods for such purposes. We will not be liable to you for any loss of profit, loss of business, interruption to business or for any loss of business opportunity.

- 12.3 Nothing in these Terms and Conditions seeks to exclude or limit Our liability for death or personal injury caused by Our negligence (including that of Our employees, agents or sub-contractors); or for fraud or fraudulent misrepresentation.
- 12.4 Nothing in these Terms and Conditions seeks to exclude or limit Your legal rights as a consumer. For more details of Your legal rights, please refer to Your local Citizens Advice Bureau or Trading Standards Office

## 13. Events Outside of Our Control (Force Majeure)

- 13.1 We will not be liable for any failure or delay in performing Our obligations where that failure or delay results from any cause that is beyond Our reasonable control. Such causes include, but are not limited to: power failure, internet service provider failure, strikes, lock-outs or other industrial action by third parties, riots and other civil unrest, fire, explosion, flood, storms, earthquakes, subsidence, acts of terrorism (threatened or actual), acts of war (declared, undeclared, threatened, actual or preparations for war), epidemic or other natural disaster, or any other event that is beyond Our reasonable control.
- 13.2 If any event described under this Clause 13 occurs that is likely to adversely affect Our performance of any of Our obligations under these Terms and Conditions:
  - 13.2.1 We will inform you as soon as is reasonably possible;
  - 13.2.2 Our obligations under these Terms and Conditions will be suspended and any time limits that We are bound by will be extended accordingly;
  - 13.2.3 We will inform you when the event outside of Our control is over and provide details of any new dates, times or availability of Goods as necessary;
  - 13.2.4 If the event outside of Our control continues for more than 3 months We will cancel the Contract and inform you of the cancellation. Any refunds due to you as a result of that cancellation will be paid to you as soon as is reasonably possible;
  - 13.2.5 If an event outside of Our control occurs and you wish to cancel the Contract, you may do so in accordance with your right to cancel under sub-Clause 6.5 above.

## 14. Communication and Contact Details

- 14.1 If you wish to contact Us, you may do so by telephone at 01386 861961 or by email at [best@logcabins.co.uk](mailto:best@logcabins.co.uk).
- 14.2 In certain circumstances you must contact Us in writing (when cancelling an Order, for example). When contacting Us in writing you may use the following methods:
  - 14.2.1 Contact Us by email at [best@logcabins.co.uk](mailto:best@logcabins.co.uk); or
  - 14.2.2 Contact Us by pre-paid post at Keops Limited, Five Oaks Farm Badgers Hill, Nr Sheriffs Lench, Evesham, Worcestershire, WR11 4SN.

## 15. Complaints and Feedback

- 15.1 We always welcome feedback from Our customers and, whilst We always use all reasonable endeavours to

ensure that your experience as a customer of Ours is a positive one, We nevertheless want to hear from you if you have any cause for complaint.

15.2 All complaints are handled in accordance with Our complaints handling policy and procedure, available from Five Oaks Farm Badgers Hill, Nr Sheriffs Lench, Evesham, Worcestershire, WR11 4SN.

15.3 If you wish to complain about any aspect of your dealings with Us, please contact Us in one of the following ways:

15.3.1 In writing, addressed to The Directors, Keops Limited, Five Oaks Farm Badgers Hill, Nr Sheriffs Lench, Evesham, Worcestershire, WR11 4SN;

15.3.2 By email, addressed to The Directors at [best@logcabins.co.uk](mailto:best@logcabins.co.uk); or

15.3.3 By contacting Us by telephone on 01386 861961.

#### 16. How We Use Your Personal Information (General Data Protection Regulations)

16.1 All personal information that We may collect (including, but not limited to, your name, address, telephone numbers and email address) will be collected, used and held in accordance with the provisions of the General Data Protection Regulations and your rights under those Regulations.

16.2 We will use your personal information to:

16.2.1 Provide Our Goods and services to you; and

16.2.2 Process your payment for the Goods.

16.3 In certain circumstances (if, for example, you wish to purchase Goods on credit), and with your consent, We may pass your personal information on to credit reference agencies. These agencies are also bound by the Data Protection Act 1998 and should use and hold your personal information accordingly.

16.4 We will not pass on your personal information to any other third parties without first obtaining your express permission.

#### 17. Other Important Terms

17.1 We may transfer (assign) Our obligations and rights under these Terms and Conditions (and under the Contract, as applicable) to a third party (this may happen, for example, if We sell Our business). If this occurs you will be informed by Us in writing. Your rights under these Terms and Conditions will not be affected and Our obligations under these Terms will be transferred to the third party who will remain bound by them.

17.2 You may transfer (assign) the benefit of the guarantee in Clause 11 to any person who purchases the Goods from you after you have completed purchasing the Goods from Us.

17.3 You may not transfer (assign) your other obligations and rights under these Terms and Conditions (and under the Contract, as applicable) without Our express written permission.

17.4 The Contract is between you and Us. It is not intended to benefit any other person or third party in any way and no such person or party will be entitled to enforce any provision of these Terms and Conditions. This is subject to sub-Clause 17.2 and any purchaser to whom the guarantee has been transferred under that sub-Clause will be entitled to enforce the guarantee.

17.5 If any of the provisions of these Terms and Conditions are found to be unlawful, invalid or otherwise unenforceable by any court or other authority, that / those provision(s)

shall be deemed severed from the remainder of these Terms and Conditions. The remainder of these Terms and Conditions shall be valid and enforceable.

17.6 No failure or delay by Us in exercising any of Our rights under these Terms and Conditions means that We have waived that right, and no waiver by Us of a breach of any provision of these Terms and Conditions means that We will waive any subsequent breach of the same or any other provision.

#### 18. Governing Law and Jurisdiction

18.1 These Terms and Conditions, the Contract, and the relationship between you and Us (whether contractual or otherwise) shall be governed by, and construed in accordance with English law.

18.2 Any dispute, controversy, proceedings or claim between you and Us relating to these Terms and Conditions, the Contract, or the relationship between you and Us (whether contractual or otherwise) shall be subject to the jurisdiction of the courts of England, Wales, Scotland, or Northern Ireland, as determined by your residency.