

# **Terms and Conditions**

# About RED

This website ukred.com (mirrored at ukred.co.uk) is owned and operated by

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If you need to contact us please use the details above.

We are a small company and attempt at all times to be reasonable and honest in our dealings with our customers and suppliers. We pride ourselves on the quality of our products and seek to achieve 100% customer satisfaction as the outcome of every transaction on this site. The following terms and conditions are a legal requirement (in place for your protection as well as ours).

#### Your order creates a contract with us

When you place an order with us, you are making an offer to buy goods. If you choose to pay through PayPal the payment will be effectively immediate and we will process your order on the next working day. If you choose to pay by BACS (bank transfer) we will send you an e-mail to confirm that we have received your order and give you details of the bank account to which you need to transfer funds. Only once the funds have been cleared into our account will we process your order.

In the unlikely event that the goods are no longer available, or that we have made a pricing mistake, we will advise you of this. You will not receive an e-mail confirming acceptance of your order, and there will be no contract between us.

Images of products on this website are for illustrative purposes only. Your goods may vary slightly from the image shown on the website and if accessories are shown these will not be included, unless stated in the specification of the product. Whilst products may be shown assembled they may require assembly by you. We have made every effort to display as accurately as possible the colours of our products that appear on this website. However, we cannot guarantee that your monitor's display of any colour will accurately reflect the colour of the actual goods. Whilst we try to be as accurate as possible, all information provided may be approximate and is provided in good faith.

By placing an order with us, you agree to and accept these terms, as well as our privacy policy and the terms of website use. This contract is covered by English law.

#### Placing an order

You can use our website to place an order by selecting the product you wish to buy and adding it to your trolley. Items you do not require can be removed from your order at any time. Delivery charges and VAT will be shown prior to you placing your order. You will be required to pay for the goods in full at the time of ordering as described above. You can pay for your order by BACS or through PayPal where you can choose either your bank or your debit or credit cards as the source of funds.

All prices quoted on our website are in Euros for delivery within the European Union (excepting the UK), or UK pounds for delivery in the UK and all other countries worldwide. Within the European Union our prices include Value Added Tax at the current rate. Customers outside the EU will not be charged VAT, however there may be import duties charged when the goods arrive in your own country. Promotional prices only apply during the period stated.

Once your order has been confirmed, changes may not be possible or may incur additional charges or delays. Once your order is complete we will notify you of the despatch date.

#### **Delivery & Shipping Charges**

Goods will normally be despatched from our premises within a few working days from the receipt of cleared funds. Any estimated despatch date is a an estimate, which can change without notice. Time is not the essence of the contract unless expressly stated otherwise in writing by a Director of the Company.

We will deliver the goods to the premises you specify on your order. You must be at home to accept delivery of your order, which is normally between 09:00 and 18:00 Monday-Friday. We will not accept responsibility for loss or damage if you instruct the delivery company to leave the goods unattended. After two failed delivery attempts (or if you are not at home for an agreed delivery) the goods may be returned to the factory and we reserve the right to charge you an additional re-delivery charge. If you change the delivery address once the goods have been despatched to you, we reserve the right to pass on any extra charges made by our carriers for redirecting your delivery.

Most of our products are relatively weighty items and you may be required to assist the driver in offloading your order. Deliveries are made to a ground floor entrance only and on the condition that there is reasonable access for the safe and prompt delivery of the goods. You should tell us about any special delivery requirements or conditions when you place your order. Disposal of packing materials is your responsibility.

Please check the goods on delivery – any goods found to be missing or damaged should be notified to the delivery driver at the time of delivery or ourselves within two days of delivery so that we may make enquiries with the carrier. If the goods are lost or damaged in transit, please let us know promptly.

Sometimes, for reasons beyond our control we may be prevented from delivering your goods as planned. These might include things such as accidents, breakdowns, industrial disputes, fire, flood, storm, severe weather, acts of god, war, riot, civil unrest, the closure of international borders, malicious damage or the default of our carriers. We will try to put things right as soon as possible, however we can't be responsible where this causes a delay or failure in delivering your goods.

#### Cancellation and returns

This policy does not apply to goods ordered by businesses which are exempt from the Distance Selling Regulations, nor to any items which have been personalised or modified to your specification, such as variations outside of the options listed on the website, nor any product which is not normally held in stock or available for immediate order on the website.

You can cancel your contract at any time up to 14 days after the day of delivery. To do this, please e-mail, fax or write to us. We are unable to accept cancellations by phone. You do not have to give any reason for cancellation. However, a brief explanation will help us to improve the service we offer to customers in the future. If you cancel, you must return the goods within 14 days of cancellation, complete with the original packaging to us and/or our supplier (or any other UK address specified by us), at your own expense. You must ensure that the goods are packaged adequately to protect against damage. We will refund all monies paid to us by you including any postage / carriage within 30 days, less any costs due under this contract.

If you fail to return the goods, we will collect them, and we will charge you the direct cost of collection. If you fail to take reasonable care of the goods before they are returned to us, and this results in damage or deterioration, we will charge you for the reduction in value.

Business customers, or customers exempt from the distance selling regulations may not cancel an order without our mutual agreement.

This cancellation policy does not affect your legal rights - for example, if goods are faulty or misdescribed.

# Faulty Goods / Guarantee

If there is a problem with the goods, please notify us by email or in writing providing details of the problem. Its helpful if you can provide us with a digital photograph of the problem as this normally saves you having to return the goods for inspection. We will deal with the matter in accordance with your legal rights. All goods are covered by a manufacturer's warranty against faulty workmanship and materials, subject to the terms and conditions of that warranty. The manufacturer's warranty is provided in addition to the rights that the law says you have as a consumer and accordingly, your statutory rights are not affected.

If an exchange is necessary, this will be arranged without unreasonable delay and without charge. Replacement goods will not be despatched until the original goods have been received at our workshop and checked. The cost of returning goods to us is your responsibility, however on inspection we will refund your reasonable shipping costs, providing that the goods are found to be faulty. If the goods are not faulty, we will return them to you, however you will be required to cover our reasonable shipping costs.

All products should be cleaned in accordance with our care and maintenance instructions.

Within this time scale we will replace defective parts or products free of charge, at our discretion, providing that you have returned to us any faulty items upon request.

# Liability

The products sold on this website have been designed to comply with all relevant EU legislation. Whilst we are not aware of any legal issues in other countries, we cannot warrant or represent that they comply with any legal requirement outside the European Union. We do not accept liability for any consequential loss of profit or indirect losses. You should therefore not book installation of the goods until you have received them and inspected them.

# Trade or Business Customers

For orders placed by Trade or Business Customers, these may not be cancelled except with our mutual agreement and having been confirmed in writing by a Director or our company. We reserve the right to make cancellation and/or re-stocking charges.

Claims for missing or damaged items must be made within 2 days of delivery.

# Website Disclaimer for: ukred.com

This disclaimer details our obligations to you regarding our website. This disclaimer has been provided and approved by legal forms provider LegalCentre.co.uk. Please read this disclaimer in full before you use this Website. Using the Website implies that you accept the terms of this disclaimer. We do occasionally update this disclaimer so please refer back to them in the future.

## **Use of Website**

You are permitted to use our website for your own purposes and to print and download material from this Website provided that you do not modify any content without our consent. Material on this website must not be republished online or offline without our permission. The copyright and other intellectual property rights in all material on this Website are owned by us or our licensors and must not be reproduced without our prior consent. Subject to that, no part of this Website may be reproduced without our prior written permission.

#### Visitor Conduct

With the exception of personally identifiable information, the use of which is covered under our **Privacy Policy**, any material you send or post to this Website shall be considered non-proprietary and not confidential. Unless you advise to the contrary we will be free to copy, disclose, distribute, incorporate and otherwise use such material for any and all purposes. When using this website you shall not post or send to or from this Website any material for which you have not obtained all necessary consents, is discriminatory, obscene, pornographic, defamatory, liable to incite racial hatred, in breach of confidentiality or privacy, which may cause annoyance or inconvenience to others, which encourages or constitutes conduct that would be deemed a criminal offence, give rise to a civil liability, or otherwise is contrary to the law in the United Kingdom;

# Site Uptime

We take all reasonable steps to ensure that this Website is available 24 hours every day, 365 days per year. However, websites do sometimes encounter downtime due to server and, other technical issues as well as occasional maintenance procedures. We will therefore not be liable if this website is unavailable at any time.

# Links to and from other websites

Any links to third party websites located on this Website are provided for your convenience only. We have not reviewed each third party website and have no responsibility for such third party websites or their content.

If you would like to link to this Website, you may only do so on the basis that you link to, but do not replicate, any page on this Website and you do not in any way imply that we are endorsing any services or products unless this has been specifically agreed with us. If you choose to link to our website in breach of this stipulation you shall fully indemnify us for any loss or damage suffered as a result of your actions.

## **Exclusion of Liability**

We take all reasonable steps to ensure that the information on this Website is correct. However, we do not guarantee the correctness or completeness of material on this Website. Neither we nor any other party (whether or not involved in producing, maintaining or delivering this Website), shall be liable or responsible for any kind of loss or damage that may result to you or a third party as a result of your or their use of our website. This exclusion shall include servicing or repair costs and, without limitation, any other direct, indirect or consequential loss.

#### Law and Jurisdiction

This Legal Notice shall be governed by and construed in accordance with English law. Any dispute(s) arising in connection with this Legal Notice are subject to the exclusive jurisdiction of England and Wales.