



## WEBSITE AND CONSUMER SALES - TERMS AND CONDITIONS

### 1 Definitions

In this document the following words shall have the following meanings:

- 1.1 "Consumer" shall have the meaning ascribed in section 12 of the Unfair Contract Terms Act 1977;
- 1.2 "Customer" and "you" means any person or organisation who purchases Goods and Services from the Supplier;
- 1.3 "Goods" means the articles ordered or purchased;
- 1.4 "Services" means services or events provided by the Supplier;
- 1.5 "Supplier", "we" and "us" means KANGARILA Ltd, Unit 15, Red Road, Borehamwood, Herts, WD6 4SR, UK;
- 1.6 "Terms and Conditions" means the terms and conditions of supply set out in this document and any special terms and conditions agreed in writing by the Supplier.

### 2 General

- 2.1 These Terms and Conditions shall apply to all contracts for the supply of Goods and Services by the Supplier ("us") to the Customer ("you") and shall prevail over any other documentation or communication from you.
- 2.2 Any variation to these Terms and Conditions shall be inapplicable unless agreed in writing by us.
- 2.3 Nothing in these Terms and Conditions shall prejudice any condition or warranty, express or implied, or any legal remedy to which we may be entitled in relation to the Goods and Services, by virtue of any statute, law or regulation.
- 2.4 Nothing in these Terms and Conditions shall affect a Customer's statutory rights as a Consumer.

### 3 Customised or invoiced orders

- 3.1 Placement of a customised order, or invoiced order (one not paid in full at the time of ordering), shall become binding on you upon placement of said order by you, and binding on us once payment has been received in accordance with our payment terms.

### 4 General Price and Payment

- 4.1 The price for the Goods and Services is as specified on our website or as superseded in any agreement between us, and may or may not be inclusive of VAT and any applicable charges, as specified.
- 4.2 Payment of the price, when not made in full at the time of ordering, shall be in the manner specified in the agreement between the parties.



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- 4.3 If the issuer of your card refuses to authorise payment, we will not be liable for any delay or non delivery of any of the Goods and Services. We are not obliged to inform you of the refusal.
- 4.4 KANGARILA.com is a UK website and UK based company. We operate in pounds Sterling and cannot provide any guidance on currency conversion.
- 4.5 Any purchases that are made will be in pounds Sterling. International credit card providers or banks will determine the exchange rate and may add an additional processing or administration charge in relation to such payment which holders of international credit cards will be liable to pay.
- 4.6 All prices include VAT where applicable. This includes products ordered for international delivery within the EU. Our VAT number is GB 981 6203 16.
- 4.7 We cannot refund VAT on goods purchased from outside the European Union. This is because even though the price might look the same, we have not included VAT on any of these goods.
- 4.8 Please contact our customer service department at [info@kangarila.com](mailto:info@kangarila.com) for VAT invoices on purchases made from within the European Union.

## 5 Non website consumer purchases and payments

All of the terms defined in section 4 above also apply. The points defined below refer specifically to custom orders that are not made directly through our website.

- 5.1 No work will begin on the production of the Goods and Services until agreed payment has been made to us and all additional information requested by us has been received. If you fail to make subsequent payment in accordance with the payment schedule, we reserve the right to suspend production of Goods and Services until such payment is received. In the event that such suspension prevents us from delivering Goods and Services at the agreed time, we shall not be liable for such delay or non delivery of any the Goods and Services.
- 5.2 For goods and services where customisation is required no work shall commence until payment has been received and approved or funds cleared.
- 5.3 Where we have customised any Goods and Services for you, and for any reason (except for our own negligent misinterpretation of your customisation requirements or our own negligent over-production) we are left with Goods or Services which bear any corporate or other customisation, including but not restricted to corporate logos, trademarks and other specific or general personalisation, we reserve the right to sell or dispose of those Goods or Services as we see fit.

## 6 Delivery

- 6.1 The date of delivery is an estimated date, unless we have agreed to deliver on or by a specific date. Where we use a courier or third party delivery company (including the Post Office) to deliver your Goods, responsibility for delivery passes to that company.
- 6.2 Where we have agreed to deliver on or by a specific date, you will ensure that there is somebody available to take delivery of the Goods at the agreed date, time and address. In the event that we are unable to make successful delivery at the agreed place and time because of your failure to ensure there is



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somebody to receive the Goods, we shall not be liable for failure to deliver those Goods.

6.3 All risks in the Goods and Services shall pass to you upon delivery.

6.4 Deliveries outside of the UK are subject to customs, legal, regulatory and certain practical restrictions. Associated charges and arrangements will be your responsibility.

6.5 Delivery charges are as follows:

6.6

Delivery Service	This takes	Cost
Standard First Class Delivery	Up to 5 working days when the product is in stock.*	Weight based.
Standard parcel (UK excl. Channel Islands and Eire)	Up to 7 working days when the product is in stock	Flat rate
Standard Delivery (within EU incl. Eire, Channel Islands)	Up to 7 working days when the product is in stock.	Weight based.
Standard Delivery (outside EU)	Up to 10 working days when the product is in stock.	Weight based.
Nominated Next Day Delivery (UK)	24 hours when order is placed by 12 noon.	Not currently available.

\* Standard deliveries to Highlands, Islands and Northern Ireland may take up to 2 working days longer. Delivery times are not guaranteed.

## 7 Title

7.1 Title in the Goods and Services shall not pass to you until we have been paid in full for the Goods and Services.

## 8 Customer Obligations

To enable us to perform our obligations you will:

8.1 Co-operate with us;

8.2 Provide us with any information reasonably required by us;

8.3 Comply with such other requirements as may be set out in any agreement or otherwise agreed between the parties.

## 9 Supplier's Obligations



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- 9.1 We warrant that the Goods and Services will at the time of delivery correspond to the description given by us, though we reserve the right, where necessary, to substitute one product or combination of products with another similar product, where at our sole discretion we believe that failing to do so would jeopardise our ability to deliver the Goods and Services at the agreed delivery date.
- 9.2 We will deliver Goods and Services with reasonable skill and care and to a reasonable standard in accordance with recognised standards and codes of practice.

### 10 Cancellations, Refunds and Changes to Orders (Website Only)

10.1 If you wish to cancel your order:

- You can notify us by email – [info@kangarila.com](mailto:info@kangarila.com) – before we have despatched the goods to you; or
- Where goods have already been despatched to you, by returning goods according to the terms set out in the clause below.

10.2 You can return goods you have ordered from us up to 7 days after receipt for a full refund. The items must be in their original packaging and suitable for resale. You are responsible for shipping costs. You will receive a refund of all monies paid for the goods returned, but not for the associated shipping costs.

10.3 Upon receipt of goods we will give you a full refund of the amount paid for the returned goods (excluding shipping costs) or an exchange as required (for which you will be responsible for shipping costs).

10.4 The rights to return the goods to us are referred to in clause 10.2 will not apply in the event that the product has been used or the packaging damaged.

10.5 None of the above clauses shall affect your rights as a consumer.

10.6 You will be unable to change the quantities on a given order once placed. In this case, you may cancel the order (as in 10.1 above) and place a new order in its place.

### Cancellations, Refunds and Changes to Orders (Non website only)

10.7 You can cancel an order at any time up until the due date of the first payment, without charge. The cancellation can be made by email, fax, post or telephone, but shall only be considered cancelled once you have received acknowledgement from us by email, fax or post.

10.8 Cancellation by you at any time after the due date of the first payment instalment for any customised Goods or Services means that no refund of any payment made or due from you will be due to you. If, at the time you cancel, we have already customised any Goods or Services in excess of the amount of payments received from you to date, we shall require you to make good the difference. Goods and Services which we have customised or provided prior to your cancellation shall only become your property upon payment of any excess amount as indicated above, within four weeks of the date of cancellation. If such payment is not received within four weeks of the date of cancellation we reserve the right to instantly dispose of the Goods and Services as we see fit and you will not be entitled to any refund, although you will still owe the amounts as described above to us.



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- 10.9 Failure to make first and other payments in accordance with these terms or any other agreement shall be deemed to be Cancellation of the order.
- 10.10 The reason for cancellation by you, whether or not it shall be within your control, shall not change any of the terms above.
- 10.11 You may at any time request to increase the size of the order stated in any agreement between us, and the total cost shall be increased proportionally in line with the proportional increase in the Goods or Services required. We shall advise you at the time of your request whether it is possible to accommodate your increased requirements in the available timeframe.
- 10.12 Delivery costs are not refundable.
- 10.13 We reserve the right to terminate a contract due to offensive behaviour from you. Offensive behaviour is defined as aggressive or abusive behaviour towards our staff.

## 11 Limitation of Liability

- 11.1 These Terms and Conditions shall be governed by and construed in accordance with the law of England and the parties hereby submit to the exclusive jurisdiction of the English courts.
- 11.2 We shall not be liable for any direct loss or damage suffered by you howsoever caused, as a result of any negligence, breach of contract or otherwise in excess of the price for the Goods and Services.
- 11.3 We shall not be liable under any circumstances to you or any third party for any indirect or consequential loss of profit, consequential or other economic loss suffered by you howsoever caused, as a result of negligence, breach of contract, misrepresentation or otherwise.
- 11.4 The delivery of Goods and Services by agreed specified dates is understood to be essential. In the event that we fail to meet a delivery date agreed in writing, and where full cooperation has been provided by you and terms of the original agreement have not been changed, you will be entitled to a full refund of all amounts already paid to us, but not to any additional amount.

## 12 Force Majeure

- 12.1 We will not be liable or responsible for any failure to perform or deliver, or delay in performance of, any of our obligations that is caused by events outside our reasonable control (Force Majeure Event). A Force Majeure Event includes any act, event, non-happening, omission or accident beyond our reasonable control and includes in particular (without limitation) the following:
- Strikes, lock-outs or other industrial action.
  - Civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not) or threat or preparation for war.
  - Fire, explosion, storm, flood, earthquake, subsidence, epidemic or other natural disaster.
  - Impossibility of the use of railways, shipping, aircraft, motor transport or other means of public or private transport.



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- Impossibility of the use of public or private telecommunications networks.
- The acts, decrees, legislation, regulations or restrictions of any government.

### 13 Severance

13.1 If any term or provision of these Terms and Conditions is held invalid, illegal or unenforceable for any reason by any court of competent jurisdiction such provision shall be severed and the remainder of the provisions hereof shall continue in full force and effect as if these Terms and Conditions had been agreed with the invalid, illegal or unenforceable provision eliminated.

### 14 Privacy Statement

At KANGARILA.COM we are dedicated to safeguarding and preserving your privacy when visiting our website or communicating electronically with us.

#### 14.1 Collection of information

KANGARILA.COM collects your personal information in order to offer or provide goods and services to consumers and our customers. We may obtain this from a number of sources:

- Details of your visits to our website and the resources that you access, including, but not limited to, traffic data, location data, weblogs and other communication data;
- Information that you provide by filling in forms on our website, such as when you registered or made a purchase;
- Information provided to us when you communicate with us for any reason;
- The use of questionnaires that we may choose to send to you.

#### 14.2 Disclosure of information

The information that you provide us with maybe used for the following purposes:

- To provide you with the information requested from us, relating to our products or services. To provide information on other products which we may feel be of interest to you, where you have consented to receive such information.
- To meet our contractual commitments to you.
- To notify you of changes made to our website, such as improvements or service/product changes which may affect our services to you.
- KANGARILA.COM may disclose customer information to third parties if you do not opt out of those disclosures when given the opportunity where appropriate. There are some disclosures to 3rd parties that are not subject to the opt-out, such as disclosures necessary to effect, administer or enforce a transaction requested by you, to companies that perform services for us or to prevent fraud.

#### 14.3 Linkage To Other Websites

KANGARILA.COM may create links to 3rd party sites. We are not responsible for the content or privacy policies employed by those websites. However, we will endeavour to ensure that those links that we choose to embed in our site will be scrutinised by ourselves prior to being put in place to ensure that their policies are close to our own.

#### 14.4 Storing Your Personal Information



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Data that is provided by you is stored on our secure servers. Transactional information entered into this website will be encrypted. The transmission of information via the internet is not completely secure and therefore we cannot guarantee the security of data sent to us electronically and transmission of such data is therefore entirely at your own risk. Where we have given you a password so that you can access restricted areas of our website, you are responsible for keeping this information confidential.

### 14.5 Access to information

The Data Protection Act 1998 gives you the right to access the information that we hold about you. Please note that any request for this information may be subject to a £15 fee which will cover our costs in providing you with this data. If you require this information please contact us on [info@kangarila.com](mailto:info@kangarila.com).

## 15 License

15.1 All copyright, trademarks, design rights, patents and other intellectual property rights (registered and unregistered) in and on KANGARILA.COM or elsewhere and all content located on the site or elsewhere shall remain the property of KANGARILA Ltd and its associates. You may not copy, reproduce, republish, disassemble, decompile, reverse engineer, download, post, make available to the public, or otherwise use KANGARILA.COM or any other logos, images, trademarks, copyright or other intellectual property in any way except for your own personal, non-commercial use, unless otherwise agreed in writing by us. You also agree not to adapt, alter or create a derivative work from any KANGARILA.COM or other content except for your own personal, non-commercial use, unless agreed in writing by us. Any other use of KANGARILA.COM content requires the prior written permission of KANGARILA Ltd.

15.2 The names, images and logos identifying KANGARILA Ltd and their products and services are subject to copyright, design rights and trademarks of KANGARILA Ltd and its associates. Nothing contained in these terms shall be construed as conferring any licence or right to use any trademark, design right or copyright of KANGARILA Ltd and its associates.

## 16 Website Availability

16.1 While we will attempt to ensure that the website is normally available 24 hours a day, we will not be liable if for any reason the site is unavailable at any time or for any period.

16.2 Access to the website maybe suspended temporarily and without notice in the case of system failure, maintenance or repair or for reasons out of our control.

## 17 Website Registration

17.1 Each registration is intended for **one** person only. KANGARILA Ltd does not endorse the sharing of a username and password.

***Security of the password rests with you and if you suspect that someone is misusing your account please contact us immediately – [info@kangarila.com](mailto:info@kangarila.com).***

