

## **Kudos Fencing Limited Terms and Conditions for Website Usage / Updated 31.07.2009**

Welcome to our website. If you continue to browse and use this website you are agreeing to comply with and be bound by the following terms and conditions of use, which together with our Privacy Policy govern Kudos Fencing Limited's relationship with you in relation to this website.

The term 'Kudos Fencing Limited' or 'us' or 'we' refers to the owner of the website whose registered office is [Units 23 & 24 Oaklands Industrial Estate, Braydon, Swindon, Wiltshire, SN5 0AN](#).

Our company registration number is 5016528, registered in the UK. The term 'you' refers to the user or viewer of our website.

The use of this website is subject to the following terms of use:

- The content of the pages of this website is for your general information and use only. It is subject to change without notice.
- Neither we nor any third parties provide any warranty or guarantee as to the accuracy, timeliness, performance, completeness or suitability of the information and materials found or offered on this website for any particular purpose. You acknowledge that such information and materials may contain inaccuracies or errors and we expressly exclude liability for any such inaccuracies or errors to the fullest extent permitted by law.
- Your use of any information or materials on this website is entirely at your own risk, for which we shall not be liable. It shall be your own responsibility to ensure that any products, services or information available through this website meet your specific requirements.
- This website contains material which is owned by or licensed to us. This material includes, but is not limited to, the design, layout, look, appearance and graphics. Reproduction is prohibited other than in accordance with the copyright notice, which forms part of these terms and conditions.
- All trademarks reproduced in this website, which are not the property of, or licensed to the operator, are acknowledged on the website.
- Unauthorised use of this website may give rise to a claim for damages and/or be a criminal offence.
- From time to time this website may also include links to other websites. These links are provided for your convenience to provide further information. They do not signify that we endorse the website(s). We have no responsibility for the content of the linked website(s).
- Your use of this website and any dispute arising out of such use of the website is subject to the laws of England, Scotland and Wales.

## **Kudos Fencing Limited Policies and Conditions of Use / Updated 31.07.2009**

Welcome to **Kudos Fencing Limited** Online Shop at [www.diy-fence.co.uk](http://www.diy-fence.co.uk) (the 'Site'). This Site and its supporting operation is managed by **Kudos Fencing Limited** (registered UK company number: 5016528).

Please read the following policies carefully before using the Site. By using the Site, you signify your agreement to be bound by these conditions.

## I. Terms of Use

These are the general terms and conditions of [www.diy-fence.co.uk](http://www.diy-fence.co.uk) governing your use of the Site.

### 1. What you are allowed to do

1.1 purchase goods from the Shop, provided you accept the Terms of Sale, which will apply to any contract made between you and **Kudos Fencing Limited** for the purchase and sale of goods from the Shop. These terms are outlined in Section 2 below;

1.2 browse the Shop using a compatible web browser. Permission to browse the Shop includes permission to make transient or cached copies of parts of the Shop to the extent that this occurs in the normal course of using your browser and that these copies are used only to facilitate current or subsequent access to the Shop by you;

1.3 print a copy of any page of the Shop; for your own personal purposes, provided you do not do any of the things set out under "What you are not allowed to do".

### 2. What you are not allowed to do

2.1 you may not remove or change anything on the Shop;

2.2 you are not allowed to copy or use any material from the Shop for any commercial purpose, unless permission has been granted in writing;

2.3 you are not allowed to remove or change any copyright, trade mark or other intellectual property rights notices contained in the original material or from any material copied or printed off from the Shop.

### 3. Your personal information

3.1 Usage of your personal information is governed by **Kudos Fencing Limited's** Privacy Policy, which forms part of these General Terms of Use.

### 4. Rights

4.1 All intellectual property rights in any material (including text, photographs and other images and sound, downloads, software, trade marks and logos) contained in these Site is either owned by **Kudos Fencing Limited** or has been licensed to **Kudos Fencing Limited** by the rights owner(s) so that **Kudos Fencing Limited** can use this material as part of the Shop. These rights are protected by United Kingdom and international copyright and database right laws. You are only allowed to use this Shop and the material they contain as set out in these terms.

### 5. Third party web sites

5.1 This Shop may contain links to other third party web sites, which are not under the control of and are not maintained by **Kudos Fencing Limited**. Any such links do not constitute an endorsement by **Kudos Fencing Limited** of any products or services available on such sites. **Kudos Fencing Limited** provides these links for your convenience only and you use such links entirely at your own risk. We accept no responsibility for the content or use of such sites or information contained in them.

## 6. Suspension and termination of accounts

6.1 **Kudos Fencing Limited** may suspend the operation of the Site for repair or maintenance work or in order to update or upgrade the contents or functionality of the Shop from time to time. Access to or use of the Shop or pages linked to it will be not necessarily be uninterrupted or error free;

## 7. Enquiries or complaints

7.1 If you have any enquiries or complaints about the Site then please address them to: Customer Services, Kudos Fencing, Unit 23 & 24 Oaklands Industrial Estate, Braydon, Wootton Bassett, Wiltshire SN5 0AN

Email: [sales@kudosfencing.com](mailto:sales@kudosfencing.com)

## 9. General and governing law

9.1 **Kudos Fencing Limited** may change these terms of use from time to time and will endeavour to notify you of any major changes by posting a message on the Site. By browsing the Site you are accepting that you are bound by the current terms of use. Please review this policy each time you use the Site as it is subject to change at any time by **Kudos Fencing Limited** without notice to you;

9.2 This Agreement constitutes the entire agreement between **Kudos Fencing Limited** and you and supersedes all prior agreements, representations, statements and understandings between **Kudos Fencing Limited** and you regarding the use of the Site. You agree that you have not relied upon any representation or statement not recorded in these Conditions in entering into this Agreement.

9.3 The failure of **Kudos Fencing Limited** to exercise or enforce any right or provision of this Agreement or the delay by **Kudos Fencing Limited** in so doing shall not constitute a waiver of such right or provision. If any provision of this Agreement is held invalid, the remainder of this Agreement shall continue in full force and effect. The section titles in this Agreement are for convenience only and have no legal or contractual effect.

9.4 These terms and conditions shall be governed and interpreted in accordance with English law, and you consent to the non-exclusive jurisdiction of the English courts in respect of any dispute arising therefrom.

## II. Terms of Sale: Shop

This Terms Of Sale Policy forms part of the General Terms of Use, which governs your use of the Site, and encompasses purchasing activities on the Shop.

### 1. The Sales Terms

Should you purchase any goods from the Shop, you will be contracting with **Kudos Fencing Limited** on the terms outlined below. Please read these terms and conditions carefully.

1.1 These Terms of Sale ("Sales Terms") govern the supply of any goods you order via this Shop. Please read through the Sales Terms carefully. If you do not agree with the Sales Terms, do not order any goods from this Shop. If **Kudos Fencing Limited** accepts any order for goods from you, then its agreement with you will be made on these Sales Terms.

1.2 Please note that **Kudos Fencing Limited** reserves the right to amend the Sales Terms from time to time. **Kudos Fencing Limited** will publish the amended Sales Terms on the Shop and any

new versions of the Sales Terms will come into effect as soon as **Kudos Fencing Limited** publish them on the Shop (with the exception that any orders that **Kudos Fencing Limited** have already accepted from you prior to any such change will be subject to the Sales Terms in force at that point). If you use the Shop after **Kudos Fencing Limited** has published the new Terms, your continued use of the Shop indicates that you agree to be bound by the new Sales Terms.

## 2. Availability of the goods supplied by the Shop

2.1 **Kudos Fencing Limited** may terminate or suspend the supply of any goods displayed on the Shop in the event of out of stocks, for support or maintenance work, in order to update content or for any other reason. **Kudos Fencing Limited** may do this at any time and without notice. Products on the Shop are normally available for despatch within 24 hours and for products with slower availability, an estimated shipment preparation time is provided in the associated product listings on the Shop.

## 3. Buying goods from this Shop

3.1 Pricing policy - **Kudos Fencing Limited** may change the prices of the goods displayed on the Shop at any time. The prices for all the goods available on the Shop are clearly marked in their description and are inclusive of VAT (if applicable). All applicable delivery charges are also displayed on the Shop. All prices are in Pounds Sterling.

3.2 Conclusion of Contract of Sale -The information relating to **Kudos Fencing Limited's** goods and relevant prices are displayed on the Shop for your information and to enable you decide whether you would like to make us an offer to purchase any such goods. When you place an order to purchase a product from [www.diy-fence.co.uk](http://www.diy-fence.co.uk), we will send you an e-mail confirming receipt of your order and containing the details of your order. Your order represents an offer to us to purchase a product which is accepted by us when we send e-mail confirmation to you that we've dispatched that product to you. That acceptance will be complete at the time we send the dispatch confirmation e-mail to you. Any products on the same order which we have not confirmed in a dispatch confirmation e-mail to have been dispatched do not form part of that contract.

3.3 Method of payment - For orders placed via the Shop, **Kudos Fencing Limited** accepts payment via PayPal at [www.paypal.com](http://www.paypal.com). **Kudos Fencing Limited** does not accept any other form of online payment. When making your payment, it is imperative that you provide the information that is requested from [www.paypal.com](http://www.paypal.com). Ownership or title to the product shall not pass to you, the buyer, until **Kudos Fencing Limited** has received payment in full.

3.4 Delivery - Delivery charges are included in the price.

3.5 Out of stocks - If any item you have chosen is unavailable, **Kudos Fencing Limited** will contact you via phone or your email address and set out the options that are available to you.

3.6 Return of goods policy - We want you to be completely satisfied with your purchases. Please let us know if you are not entirely satisfied with our products or our service, so that we can rectify the situation. We try to ensure that the products are the same as our original samples, although sometimes differences do occur. Items are described and photographed as accurately as possible, but please note that sizes, colours and designs may vary. If you are not completely satisfied with any item you ordered, just return it, if possible in the original packaging (with your customer advice note) within 30 days of the date of receipt and we will refund your money or send you a replacement - no questions asked. Items returned under **Kudos Fencing Limited's** 30 days returns policy must be unopened with any packaging intact. Please note: we can only accept the return of opened items if they are faulty. We are only able to replace identical products, so if you wish to order additional items it will be treated as a new order. The **Kudos Fencing Limited** guarantee is in addition to your statutory rights.

When you send your item back to us, we'll process the returned item then notify you via e-mail of your refund. You can expect a refund in the same form of payment originally used for purchase within three weeks of our receiving your return. Please note that the costs for returning the item to us are unrefundable.

If you are returning an item because of an error on our part or because it is damaged or defective, we will be happy to refund the delivery charges incurred in sending the item to you and we'll reimburse your costs in returning it to us.

If the product is damaged in any way or has become broken in transit, please contact customer services by email at [sales@kudosfencing.com](mailto:sales@kudosfencing.com).

3.7 Cancellation Policy - Please note that you have a legal right to cancel your order within 7 days of the date of receipt of the goods (provided the goods are returned to us new and in an unused condition in the original packaging together with a copy of the receipt. By returning, packing securely and enclosing the advice note and sending it back to Kudos Fencing, Unit 23 & 24 Oaklands Industrial Estate, Braydon, Wootton Bassett, Wiltshire SN5 0AN, a refund will be provided within 30 days of the date of cancellation.

3.8 Legal age - **Kudos Fencing Limited** does not sell products for purchase by children. If you are under 18, you may use [www.diy-fence.co.uk](http://www.diy-fence.co.uk) only with the involvement of a parent or guardian.

3.9 Free gifts -from time to time, free products may be offered with a product or order. These free products are included as part of your order and if any part of the order is returned for a refund we reserve the right to deduct the value of the free gift from your refund if they are not returned too.