

Keen and Toms Holdings Limited

General Terms and Conditions of Sale

from January 2018 (*Internet and telephone sales only*)

1. GENERAL

- 1:1 Keen and Toms Holdings Limited (Keen and Toms) is the parent company of Hypnos Limited and Hypnos Contract Beds Limited
- 1.2 These Terms and conditions apply to all orders placed online at Keen and Toms websites and over the telephone. By placing an order with Keen and Toms you are accepting to abide by these conditions. Please read them carefully and contact our Customer Services if you have any questions.
- 1.3 If you do not wish to comply with these terms and conditions, then you should not place an order and enter into a contract with Keen and Toms.
- 1.4 Please note that these terms and conditions do not affect your statutory rights.

2. ORDERS – MAKING A CONTRACT WITH US

- 2.1 When you place an order with us, you are making an offer to buy goods. We will send you an e-mail to confirm that we have received your order. If there are any errors on your email confirmation you must inform us as soon as possible for these to be rectified.
- 2.2 All orders are subject to acceptance. All details supplied to Keen and Toms must be true and accurate.
- 2.3 If there are any problems with your order we aim to contact you as soon as we can.
- 2.4 All images displayed are indications of the product, some items may have small variations in ticking and colour.
- 2.5 To place an order with us please follow the step by step guide on our website or contact our Customer Services who will assist you or place the order over the telephone.
- 2.6 To place an order with us, you must be a UK resident and over 18 years of age.

3. ERRORS

- 3:1 In the event that any product is displayed with an inaccurate price we have the right to withdraw and cancel the order prior to a contract being made (please see section 2.1 for order contract information).
- 3:2 Any errors that have been made in the description of our products will be rectified as soon as possible.

4. PRICE AND PAYMENT

- 4:1 Prices displayed on our website are inclusive of VAT at the UK standard rate of 20%.
- 4:2 The total price payable, for all items ordered, will be debited, from the account provided, at the time that the order is placed, once a contract has been made (see section 2.1 for order contract information).
- 4:3 We accept most major credit/debit cards including Visa, Delta, MasterCard and Switch and we use a secure payment method. We hold no credit or debit card details in our systems.
- 4:4 You must confirm that the credit or debit card being used is yours in order to purchase product (s) on our website or over the telephone.
- 4:5 All billing information given must match those held by the bank that issues the card that you are paying with. Failure to supply the correct information may lead to a delay or cancellation of your order. Your order will only be processed once the payment has been authorised.
- 4:6 All credit/debit card holders are subject to validation checks and authorisation by the card issuer and the merchant bank. If the issuer of your payment card refuses to or does not, for any reason, authorise payment to us, without prejudice to clause 12, we shall be permitted to cancel our contract with you.

5. AVAILABILITY OF GOODS

- 5:1 All products and services are subject to availability and may be withdrawn at any time.
- 5:2 Any goods that we are unable to supply will be refunded in full or the monies can be used for an alternative product.
- 5:3 Any items that are not in stock have a lead time. This lead time is an ESTIMATED time, in days. Keen and Toms aim to supply the goods within this time; however this is not always possible. Where there are delays we aim to notify you as soon as we are informed.

6. MADE TO MEASURE ITEMS

- 6:1 These are goods that are not stock items and are made to your specific requirements, e.g. special sizes or items that are made to non standard specifications. It is important that you are happy with the items that you are purchasing as they are non returnable and non refundable (unless they are faulty or misdescribed).
- 6:2 Once the items have been made and/or dispatched to us you will then be unable to cancel this order and will not be entitled to any refund (unless the product has a manufacturing fault or was misdescribed).

7. DELIVERIES

- 7:1 Please check over your items to ensure that they look to be intact before signing for them.
- 7:2 Notifications of claims – If your goods are damaged when you receive them, please note on the delivery sheet and refuse the items with the delivery agent. Please contact Customer Services who will be happy to rectify this problem as soon as possible.
- 7:3 If you do sign for goods and later discover them to be damaged, please contact Customer Services as soon as possible and be aware that we may require photographic evidence of the damage before action can be taken.
- 7:4 Shortages – It is your responsibility to sign for the correct number of packages shown on the delivery sheet, please note any shortages and contact Customer Services. Incorrect items – Please refuse any incorrect items and mark the delivery sheet as incorrect items. Please contact Customer Services.
- 7:5 We offer free, standard, weekday, delivery on all orders over £45. Any orders under £45 will be subject to a small charge of £7, which is added on at check out.
- 7:6 Please note that dispatch will not take place if you have not received an order confirmation email.
- 7:7 Please ensure that your property is directly accessible to a vehicle which is approximately the size of a fire engine. If there is no direct access for our delivery agent, or the access is restricted for parking, the delivery may not be made and you will be responsible for the associated carriage charges.
- 7:8 There will need to be a person over the age of 18 at the delivery address to allow access to the property and sign for receipt of the products.

- 7:9 The delivery agent will take the items to the room of choice. Please ensure that any breakables are stored away.
- 7:10 Keen and Toms cannot cover any losses arising from incomplete or damaged deliveries.
- 7:11 We use a delivery agent for our National deliveries. Whilst they AIM to deliver between the specified times, on the selected delivery date, we cannot guarantee this. Keen and Toms are unable to cover any loss of earnings etc for these occasions but will do our best to get your goods to you as soon as possible.
- 7:12 With larger items the delivery agent may require some assistance to offload the items.

8. FAILED DELIVERY ATTEMPT

- 8:1 PLEASE DO NOT DISPOSE OF YOUR EXISTING ITEMS UNTIL YOU HAVE RECEIVED YOUR ORDER FROM US.
There are rare occasions where we may be unable to make the delivery to you on the agreed date, as such we do not advise that you dispose of any of the items that you are replacing until you have received and checked your items from us.
- 8:2 Although at Keen and Toms we always strive to deliver within the agreed dates and times, we do occasionally come up against problems that can make this impossible. In the event that we are unable to make the delivery on the selected date, we will contact you as soon as we can to advise you and make alternative arrangements. Please be aware that, where we use a delivery agent, we are not always able to control the delivery process and have to rely on the information that we are given. Please be patient with us and we will do our very best to assist you.
- 8:3 If you have supplied incorrect delivery details we will do our best to get your items to you as soon as possible (once we have the correct information). However there will be a charge for this (see section 9).
- 8:4 Please note that we cannot be held responsible for any losses arising from a late or failed delivery.

9. AMENDING DELIVERIES

- 9:1 Amendments to date/addresses before the item has been dispatched from us – Free
- 9:2 Amendments to date/addresses after the items have been dispatched from us but before the delivery has been made – £10 (this may affect the delivery date)
- 9:3 Amendments to date/addresses after a delivery attempt has been made – £20 (this may affect the delivery date)
- 9:4 Failed delivery attempts, due to no one being at the property – £50 to reattempt (not guaranteed same day)
- 9:5 Failed delivery attempts, due to customer supplying incorrect information – £50 to reattempt (not guaranteed same day)

10. RISK

- 10:1 We recommend that there is a responsible adult to take delivery of any goods and to sign for these goods on delivery. If you require the goods to be left without a signature, Keen and Toms will not be held responsible for any theft or weather damage of your goods. The goods will be left at your own risk and will only be left if there is a signed and dated note, with the customer's permission, for the delivery agent to take. We do not recommend that your goods are left outside, due to threat of weather damage or theft.
- 10:2 Once delivery has been made it is the customers responsibility to take reasonable care of the items.

11. FAULTY ITEMS

- 11:1 If your item develops a fault we will deal with your complaint in accordance with your rights under the Sales of Goods Act 1979. You will also be supplied with a product guarantee in addition to your statutory rights.
- 11:2 The Furniture Ombudsman is an independent not-for-profit organisation that raises standards and is approved by the government to provide alternative dispute resolution services. We follow their Code of Practice, which provides our customers with additional protection if things go wrong. You are entitled to contact The Furniture Ombudsman if you are not satisfied with the outcome of our internal resolutions procedure. To find out more about The Furniture Ombudsman and how you might be able to use their dispute resolution service, visit www.thefurnitureombudsman.org or telephone 0845 653 2064.

12. CANCELLATION/RETURNS

- 12:1 Please check over your goods on delivery to ensure that the packing is intact and all items appear to be in good condition before you sign for them. If you find your goods to be faulty, damaged or incorrect please refuse the items and contact Customer Services as soon as possible. If you find that your goods are damaged after you have taken delivery please notify us as soon as possible. We ask that you inspect your goods within a reasonable time scale and prior to them being transported anywhere else.
- 12:2 If you are not satisfied with your purchase for any other reason (excluding manufacturing faults or misdescribed products) and report this, in writing, within 14 days, from the date of delivery, you will be given the option to return the product to us for a refund or exchange. You must ensure that the goods are adequately packed and it is your responsibility to return the product to us and to cover any associated costs of return (please include your reference number and name on any returns). 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 seek to recover the reduction in value from you. This policy does not affect your legal rights. This policy excludes made to measure items (items made to the consumer's specification) (see section 6).
- 12:3 Prior to returning any goods you must inform Customer Services (within 14 days of receipt). If you do not return the goods within 21 days of receiving we will arrange to collect the item and deduct the carriage charge from your refund. If you refuse to release any goods that you have claimed a refund for, Keen and Toms will take legal action.
- 12:4 Once we have received the goods we will inform you and arrange for a refund or exchange.
Please note; refunds may take up to 14 days to process and appear on your credit or debit card account.
- 12:5 If you are unable to arrange your own carriage we will arrange this on your behalf through our delivery agent. Collections from customers are available Monday – Friday and are an all day service 8am – 6pm. We cannot provide a narrower time window. The charge for collection will vary depending on size of items and location. Please ask a member of staff for the associated costs. Keen and Toms cannot be responsible for failed or delayed collections.
- 12:6 Should you wish to cancel your order or return your goods due to a manufacturing fault, once the fault has been confirmed, we will be happy to carry the associated carriage costs and make the necessary arrangements.

Registered Office:

Keen and Toms Holdings Limited | Longwick Road | Princes Risborough | Buckinghamshire | HP27 9RS

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