

## Terms and Conditions

**These terms and conditions and the Web Site Disclaimers apply to use of the SRS Kollektion Web Site. By accessing this Web Site and/or placing an order You agree to be bound by both these Terms and Conditions and the Web Site Disclaimers. Please read through the Terms and Conditions carefully and then print a copy for future reference. If You do not agree to be bound by these Terms and Conditions and the Web Site Disclaimers, You may not use or access this Web Site.**

**THESE TERMS AND CONDITIONS DO NOT AFFECT YOUR STATUTORY RIGHTS.**

### 1. **Basis of Contract**

- 1.1 Any reference to "Web Site" is to the Web site located at the URL SRS-Kollektion.com. "We, Us, Our, Ourselves" means SRS- Kollektion Limited. "You, Your, Yourself" means the person who uses the Web Site. "Goods" means the goods available for purchase on Our Web Site and ordered from Us by You.
- 1.2 These terms and conditions shall govern the use of Our Web Site and the purchase of Goods to the exclusion of any other terms and conditions.
- 1.3 These terms and conditions supersede all terms and conditions and shall replace any terms and conditions previously notified to You.
- 1.4 No variation to these terms and conditions shall be binding on Us unless agreed in writing between You and one of Our authorised representatives.
- 1.5 Our employees and/or agents are not authorised to make any representations or warranties concerning Our Web Site and/or the Goods unless confirmed by Us in writing.
- 1.6 You acknowledge that You do not rely on any representation and/or warranty that has not been made in accordance with these terms and conditions.
- 1.7 We may modify these Terms and Conditions at any time. Your continued use of the Web Site shall be deemed to be Your acceptance of any modification which will apply to any subsequent orders placed by You.
- 1.8 We will not keep a copy of Our Contract with You and therefore, you should print off and keep a copy of these terms and conditions, being Our Contract with You, for Your records.

### 2. **Orders**

- 2.1 We shall have the right to refuse to accept any orders placed for Goods.
- 2.2 You shall be responsible for the accuracy of an order and for giving Us any information necessary for Us to perform the Contract.
- 2.3 No order for Goods shall be deemed accepted by Us until We send an order confirmation e-mail to You.

- 2.4 Goods are subject to availability. If We are unable to supply You with the Goods due to the fact that they are out of stock, We will inform You by e-mail, as soon as possible. You will be given the option of (i) waiting until the Goods are in stock when We will perform the Contract; (ii) choosing Goods of an equivalent price and quality or (iii) cancelling Your affected order and obtaining a full refund if We have already received payment from You for the cancelled Goods.
- 2.5 We do try to make sure that all details contained within the Web Site are as accurate as possible. On the rare occasion that there is an error, We will advise You about it as soon as possible.
- 2.6 Please note that any details and/or specifications of the Goods produced by Us (including but not limited to any photographs of the Goods) are intended as a guide only and only give a general approximation of the Goods. For example, the actual colour of the Goods may vary from the colour in the accompanying photograph depending on Your monitor display.

### 3. **Children**

- 3.1 We will not accept orders for the Goods from anyone under the age of 18 years. By using the Website and/or placing orders for the Goods, You confirm that you are aged 18 years or over.

### 4. **Returns**

- 4.1 Where applicable, You may cancel Your order in accordance with Your rights under the Distance Selling Regulations.
- 4.2 You have the right to cancel the contract for the purchase of Goods within seven working days of delivery of the Goods to You.
- 4.3 The ability to cancel orders does not apply to Goods which have been worn, washed and/or otherwise used.
- 4.4 To cancel Your order You can email us at [sales@srs-kollektion.com](mailto:sales@srs-kollektion.com) with your instructions, entering the words '**Order cancel**' in the subject title, or write to us (see Our Details section at the end of the Terms and Conditions) within 7 working days of delivery of your items, quoting the following details:
- 4.4.1 Your order number;
  - 4.4.2 Your name and address;
  - 4.4.3 the date of purchase;
  - 4.4.4 product description or code;
  - 4.4.5 reason for return.

We will issue You with a returns number and address for returns. If You are outside the UK we will advise You on the best method of return.

- 4.5 You must take reasonable care of the items whilst they are in Your possession and You must not use them. Please return the Goods to Us in their original packaging, marking the returns number on the packaging. We advise that You return any Goods using registered post in order to ensure their safe return. Please retain proof of posting.
- 4.6 We will only refund the purchase price (if We have received payment of the price) or exchange the Goods when We have received the Goods from You in an undamaged state, unsoiled and in their original packaging. You will not obtain a refund of the delivery charges.
- 4.7 Please see section 8 below in relation to Goods which are faulty.

## 5. **Delivery**

- 5.1 Dates and times for delivery are estimates only and are not guaranteed. They are also subject to any matter beyond Our reasonable control. If You do not receive a delivery from Us, please notify Us as soon as possible. If the Goods have been lost or mislaid in the postal service, please note that a Royal Mail investigation may take up to 60 days to complete. As a general rule, We will endeavour to complete Your order within 14 days of the date of Our acceptance of Your order (subject to the Goods being in stock). Further details of delivery are set out in the section on “Packaging and Delivery” on the Web Site.
- 5.2 You shall have no right to reject Goods and no right to rescind the Contract for late delivery unless the due date for delivery has passed and You have served on Us a written notice requiring the Contract to be performed and giving Us not less than 14 days in which to do so and the notice has not been complied with.
- 5.3 We shall not be required to fulfil orders for Goods in the sequence in which they are placed. We will also only deliver orders if all of the Goods in an order are available. We are not required to deliver orders in instalments.

## 6. **Price and Payment**

- 6.1 The price You pay is the price displayed in respect of the relevant Goods on this Web Site at the time We receive Your order plus the applicable delivery charges.
- 6.2 Delivery charges and prices are subject to change.
- 6.3 All prices are exclusive of VAT (where applicable) at the current rate.
- 6.4 While We try and ensure that all prices on Our Web Site are accurate, errors may occur. If We discover an error in the price of the Goods You have ordered We will inform You as soon as possible and give You the option of either reconfirming Your order at the correct price or cancelling it. If We are unable to contact You We will treat the order as cancelled. If You cancel an order due to an error in price and We have already received payment for the affected Goods, You will receive a full refund.

6.5 Payment is due at the time You place Your order. We use a third party, Protx, to take Your payment for the Goods by either debit or credit card. When You proceed to the checkout and place Your order, You will be directed to the Protx web site in order to submit Your payment details. We are not responsible for ensuring the confidentiality of Your data once You leave the Web Site and We accept no liability for any loss and/or damage that You may suffer as a result of using Protx's service.

6.6 Goods delivered outside the UK may be subject to customs and import duties. You are responsible for payment of these duties. If charges are levied in Your country and You do not pay them You may prevent delivery of Your order and We are not liable for this non-delivery. If You do not pay these duties and do not receive the Goods because of this, You will remain liable for the purchase price of the Goods and any delivery charges. If the Goods are returned to Us because You have not paid the duties, We may charge You for the cost of returning the Goods, including any customs duties and shipping costs.

## 7. **Property and Risk**

7.1 Risk in the Goods shall pass to You at the time of delivery. Delivery shall be deemed to occur at the time when the Goods arrive at the delivery address provided to Us by You.

## 8. **Faulty Goods**

8.1 If You discover the Goods are faulty, You must notify us of the defect within 7 days of the date of delivery or within a reasonable period of time of discovery (if the defect was not readily apparent).

8.2 We may ask You to return the Goods to us for inspection before We send You a replacement. If the Goods are faulty, We will replace the faulty Goods at no additional cost to You and refund any reasonable costs You may have incurred in returning the faulty Goods to Us.

## 9. **Data Protection**

9.1 When You Use Our Web Site, You will be asked to provide certain personal information such as Your contact details, credit card or other payment information. We will store the data that You provide to Us on computers or otherwise.

9.2 We will comply with the requirements of all Data Protection legislation in force in England and Wales from time to time. In particular, You may request a copy of any personal data held by Us about You upon written application. Please note that We reserve the right to charge the current statutory fee for providing You with such information.

9.3 We intend to manage any information learned about You in an ethical manner. It will be used for the following purposes:-

9.3.1 to process Your account and order;

- 9.3.2 to administer Our Web Site services which may involve sharing information with Our network provider;
  - 9.3.3 to administer Our business;
  - 9.3.4 for assessment and analysis (eg. market, customer and product analysis) to enable Us to review, develop and improve the services which We offer and to enable Us to provide You with relevant information through Our marketing programme; and/or
  - 9.3.5 to notify You of products that may be of interest to You by Us unless You inform Us that You do not wish to receive such information.
- 9.4 We may also disclose Your information to anyone to whom we transfer or may transfer Our business and/or Our rights and duties under Our Contract with You or to the police or any other regulatory or government authority where We are legally required to do so.
- 9.5 If You do not wish Us to notify You of additional products or services that We think may be of interest to You, please write to Us at the address set out in the section headed "Our Details" or e-mail us at sales@srs-kollektion.com.

## 10. **Liability**

- 10.1 We shall have no liability to You for any loss of profits, business or revenue, damage to goodwill, economic and/or other loss that was not reasonably foreseeable at the time You entered into this Contract.
- 10.2 Nothing in this Contract shall exclude or limit Our liability for death or personal injury due to Our negligence, fraud and/or any of Your statutory rights which may not be excluded or limited due to You acting as a consumer and/or due to any applicable law. Any provision, which would be void under any consumer protection legislation or other legislation, shall, to that extent have no force or effect. For further information about Your statutory rights, please contact Your Local Authority Trading Standards Department or Citizen's Advice Bureau.
- 10.3 We do not guarantee that Our Web Site will be compatible with Your PC, and We accept no liability for any corruption or loss of data held on Your PC, or any liability for any other loss or damage of any kind caused to Your PC resulting from the use of Our Web Site.

## 11. **General**

- 11.1 No waiver by Us of any breach of this Agreement shall be considered as a waiver of any subsequent breach of the same provision or other provision.
- 11.2 If any provision of this Agreement is held by any competent authority to be invalid or unenforceable in whole or in part the validity of the other provisions of this Agreement and the remainder of the affected provision shall be unaffected and shall remain in full force and effect.

- 11.3 We shall have no liability to You for any delay in performance to the extent that such delay is due to any event outside Our reasonable control including but not limited to acts of God, war, flood, fire, labour disputes, subcontractor delays, strikes, lock-outs, riots, civil commotion, malicious damage, explosion, governmental actions and any other similar events. If We are affected by any such event then time for performance shall be extended for a period equal to the period that such event or events delayed such performance.
- 11.4 All third party rights are excluded and no third party shall have any right to enforce this Agreement.
- 11.5 The laws of England and Wales shall govern the contract between Us and any dispute between Us will be resolved exclusively in the courts of England and Wales. English is the only language offered for the conclusion of the contract.

## 12. **Our Details**

12.1 All contracts for the sale of Goods are placed with SRS-Kollektion Limited, a company registered in England and Wales with company registration number 06003287.

12.2 Our registered office address is:

Heath Hill Farm

Heath Hill

Shifnal

TELFORD

TF11 8RW

VAT Registration No. 897236572

If You are unhappy with any aspects of the service and/or Goods that We have provided to You or have any comments regarding the service, please contact Us by writing to the above address or e-mail Us at [sales@srs-kollektion.com](mailto:sales@srs-kollektion.com).

We will endeavour to respond promptly to all communications.