

Terms and Conditions for Keith D Designs Shop

Please read these Terms carefully and make sure that you understand them, before ordering any Products from our site. Please note that by ordering any of our Products, you agree to be bound by these Terms and the other documents expressly referred to in it. We may amend these Terms from time to time. Every time you wish to order Products, please check these Terms to ensure you understand the terms which will apply at that time. These Terms, and any Contract between us, are only in the English language.

1. Information about us:

1.1 We operate the website www.keithd.com. We are Keith D Designs, trading both in England and Norway since 1969. Our main address for repair and returns will be informed to customers after filling in the contact form.

1.2 To contact us, please see our contact us/get in touch page.

2. Our Products:

2.1 The images of the products on our site are of real putters. The products are handmade and sizes, colours and dimensions may vary slightly. Your products may therefore vary slightly from those images.

2.2 Although we have made every effort to be as accurate as possible, because our Products are handmade, all sizes, weights, capacities, dimensions and measurements indicated on our site have a 2% tolerance.

2.3 All Products shown on our site are subject to availability. We will inform you by e-mail as soon as possible if the Product you have ordered is not available and we will not process your order if made.

3. Terms of sale:

3.1 You may only purchase Products from our site if: a) you are at least 18 years old and b) you are legally capable of entering into binding contracts, and you have full authority, power and capacity to agree to the Terms.

3.2 You have legal rights in relation to Products that are faulty or not as described. Advice about your legal rights is available from your local Citizens' Advice Bureau or Trading Standards office. Nothing in these Terms will affect these legal rights.

4. How the contract is formed between you and us:

4.1 You can place an order by visiting our Shop, adding items to your basket and following the steps on screen.

4.2 Our order process allows you to check and amend any errors before submitting your order to us. Please take the time to read and check your order at each page of the order process.

4.3 After you place an order, you will receive an e-mail from us acknowledging that we have received your order. However, please note that this does not mean that your order has been accepted. Our acceptance of your order will take place as described in clause 4.4.

4.4 We will confirm our acceptance to you by sending you an e-mail that confirms that the Products have been dispatched (Dispatch Confirmation). The Contract between us will only be formed when we send you the Dispatch Confirmation.

4.5 If we are unable to supply you with a Product, for example because that Product is not in stock or no longer available we will inform you of this by e-mail and we will not process your order. If you have already paid for the Products, we will refund you the full amount as soon as possible.

5. Your rights to cancel:

5.1 As a consumer you have a legal right to cancel a Contract under the Consumer Protection (Distance Selling Regulations 2000) during the period set out below in clause 5.3. This means that during the relevant period if you change your mind or for any other reason you decide you do not want to keep a Product, you can notify us of your decision to cancel the Contract and receive a refund. Advice about your legal right to cancel the Contract under these regulations is available from your local Citizens' Advice Bureau or Trading Standards office.

5.2 However, this cancellation right does not apply in the case of:

- (a) any made-to-measure
- (b) custom-made products
- (c) products made to your specification or
- (d) items that have been clearly personalised;

5.3 Your legal right to cancel a Contract starts from the date of the Dispatch Confirmation, which is when the Contract between us is formed. If the Products have already been delivered to you, you have a period of 7 (seven) working days in which you may cancel, starting from the day after the day you receive the Products. Working days means that Saturdays, Sundays or public holidays are not included in this period.

5.4 To cancel a Contract, please contact us via our contact us page.

5.5 Your cancellation is effective from the date you sent us the e-mail.

5.6 You will receive a full refund of the price you paid for the Products and any applicable delivery charges you paid for. We will process the refund due to you as soon as possible and, in any case, within 30 calendar days of the day on which you gave us notice of cancellation as described in clause 5.4. If you returned the Products to us because they were faulty or mis-described, please see clause 5.7.

5.7 If you have returned the Products to us under this clause because they are faulty or mis-described, we will refund the price of a defective Product in full, any applicable delivery charges, and any reasonable costs you incur in returning the item to us.

5.8 We will refund you on the credit card, debit card or to the Paypal account used by you to pay.

5.9 If the Products were delivered to you:

- (a) you must return the Products to us as soon as reasonably practicable;
- (b) unless the Products are faulty or not as described (in this case, see clause 5.7), you will be responsible for the cost of returning the Products to us;
- (c) you have a legal obligation to keep the Products in your possession and to take reasonable care of the Products while they are in your possession.

5.10 As a consumer, you will always have legal rights in relation to Products that are faulty or not as described. These legal rights are not affected by the returns policy in this clause 5 or these Terms. Advice about your legal rights is available from your local Citizens' Advice Bureau or Trading Standards office.

6 Exchange and Returns Policy:

6.1 We hope that you will love your Keith D Designs purchase but if it doesn't live up to your expectations and you wish to exchange or return it please Contact Us as soon as possible.

6.2 We will then reply to you with return instructions and a return address. Upon receipt of your return we will send you a confirmation e-mail acknowledgment.

6.3 We will offer a full refund or exchange provided the item is unused and in fully resaleable condition.

6.4 Returns must be made within 14 days with the item in the original, undamaged packaging. We reserve the right to refuse a refund if the item is not returned to us in a fully resaleable condition.

6.5 We are unable to offer an exchange or refund on items that have been personalised or custom items.

6.6 Please make sure you send any returns back to us by recorded delivery and retain your proof of postage for your own peace of mind. We cannot be held responsible for postal losses.

6.7 Keith D Designs does not cover the postage cost of returning goods except in the case where the wrong product is supplied or in case of faulty/damaged goods being supplied.

6.8 Your refund will be credited to the original payment card used within 30 days.

7. Delivery:

7.1 Your order will be fulfilled by the estimated delivery date set out in the Dispatch Confirmation, unless there is an Event Outside Our Control. If we are unable to meet the estimated delivery date because of an Event Outside Our Control, we will contact you with a revised estimated delivery date.

7.2 Delivery will be completed when we deliver the Products to the address you gave us.

7.3 The Products will be your responsibility from the completion of delivery.

7.4 You own the Products once we have received payment in full, including all applicable delivery charges.

7.5 Items that are made to order will take up to 10 working days to be posted to you. If we are unable to meet this time, we will inform you about the estimated time of delivery.

7.6 Bespoke items can take up to four working weeks to be posted to you. We inform you at time of the order of the estimated date of delivery.

7.7 Please let us know at the time of placing your order if you need your items by a particular date.

8. International Delivery:

8.1 We deliver to most countries worldwide outside of the UK, however, if you are unsure if we will be able to deliver to your area please get in touch prior to placing your order.

8.2 We will let you know once we receive your order if we are unable to deliver to your country.

8.3 If you order Products from our site for delivery to one of the international delivery destinations, your order may be subject to import duties and taxes which are applied when the delivery reaches that destination. Please note that we have no control over these charges and we cannot predict their amount.

8.4 You will be responsible for payment of any such import duties and taxes. Please contact your local customs office for further information before placing your order.

8.5 You must comply with all applicable laws and regulations of the country for which the Products are destined. We will not be liable or responsible if you break any such law.

9. Price of products and delivery charges:

9.1 The price of a Product includes VAT (where applicable) at the applicable current rate chargeable in the UK for the time being. However, if the rate of VAT changes between the date of your order and the date of delivery, we will adjust the VAT you pay, unless you have already paid for the Products in full before the change in VAT takes effect.

9.2 We offer free delivery on all standard orders worldwide for 2014.

9.3 Your order will be sent by Recorded 1st Class Mail and will need to be signed for.

9.4 If a signature cannot be obtained you will receive a card with instructions on how to collect your parcel from your local sorting office. If the item is not collected within the specified time it will be returned to us. We are unable to resend the item until we are in receipt of the returned package and additional postage costs will apply.

10. How to pay

All payments are processed by Paypal where you can pay using a credit or debit card or via your Paypal account if you have one.

11. Our warranty for the products

11.1 We provide a warranty that on delivery and for a period of 2 years from delivery. However, this warranty does not apply in the circumstances described in clause 11.2.

11.2 The warranty in clause 11 does not apply to any defect in the Products arising from:

- (a) fair wear and tear and lacquer;
- (b) wilful damage, abnormal storage or working conditions, accident, negligence by you or by any third party;
- (c) if you fail to use and care for the Products in accordance with our instructions;
- (d) any alteration or repair by you or by a third party who is not one of our authorised repairers; or
- (e) any specification provided by you.

11.4 We offer a re-lacquering service please contact us to discuss (a fee will be payable).

12. Limitation of liability:

12.1 Keith D Designs products are intended for personal use, and we have no liability to you for any business losses (including loss of profit, loss of business, business interruption, or loss of business opportunity).

12.2 We do not in any way exclude or limit our liability for:

- (a) death or personal injury caused by our negligence;
- (b) fraud or fraudulent misrepresentation;
- (c) any breach of the terms implied by section 12 of the Sale of Goods Act 1979 (title and quiet possession);
- (d) any breach of the terms implied by section 13 to 15 of the Sale of Goods Act 1979 (description, satisfactory quality, fitness for purpose and samples); and
- (e) defective products under the Consumer Protection Act 1987.

13. Events outside our control:

13.1 We will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations under a Contract that is caused by an Event Outside Our Control. An Event Outside Our Control is defined below in clause 13.2.

13.2 An Event Outside Our Control means any act or event beyond our reasonable control, including without limitation strikes, lock-outs or other industrial action by third parties, 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, or failure of public or private telecommunications networks [or impossibility of the use of railways, shipping, aircraft, motor transport or other means of public or private transport.

13.3 If an Event Outside Our Control takes place that affects the performance of our obligations under a Contract:

- (a) we will contact you as soon as reasonably possible to notify you; and
- (b) our obligations under a Contract will be suspended and the time for performance of our obligations will be extended for the duration of the Event Outside Our Control.

13.4 Where the Event Outside Our Control affects our delivery of Products to you, we will arrange a new delivery date with you after the Event Outside Our Control is over.

14. Communication between us:

14.1 When we refer, in these Terms, to "in writing", this will include e-mail.

14.2 To cancel a Contract in accordance with your legal right to do so as set out in clause 6, you must contact us by filling out the form on our contact us page. You may wish to keep a copy of your cancellation notification for your own records. If you send us your cancellation notice by e-mail or by post, then your cancellation is effective from the date you sent us the e-mail or posted the letter to us.

14.3 If we have to contact you or give you notice in writing, we will do so by e-mail or by post to the address you provide to us in your order.

15. Other importance terms:

15.1 We may transfer our rights and obligations under a Contract to another organisation, but this will not affect your rights or our obligations under these Terms.

15.2 This contract is between you and us. No other person shall have any rights to enforce any of its terms, whether under the Contracts (Rights of Third Parties Act) 1999 or otherwise. However, if you are a consumer, the recipient of your gift of a Product will have the benefit of our warranty at clause 11, but we and you will not need their consent to cancel or make any changes to these Terms.

15.3 Each of the paragraphs of these Terms operates separately. If any court or relevant authority decides that any of them are unlawful or unenforceable, the remaining paragraphs will remain in full force and effect.

15.4 If we fail to insist that you perform any of your obligations under these Terms, or if we do not enforce our rights against you, or if we delay in doing so, that will not mean that we have waived our rights against you and will not mean that you do not have to comply with those obligations. If we do waive a default by you, we will only do so in writing, and that will not mean that we will automatically waive any later default by you.

15.5 These Terms are governed by English law. This means a Contract for the purchase of Products through our site and any dispute or claim arising out of or in connection with it will be governed by English law. You and we both agree to that the courts of England and Wales will have non-exclusive jurisdiction.

16. Privacy Policy:

16.1 Our privacy policy, which sets out how Keith D Designs will use your information is as follows: We are committed to safeguarding your privacy. We collect and store personal data to administer this website, improving your browser experience and interact with you to supply services purchased through the website. We will not without your express consent provide your personal information to any third parties for the purpose of direct marketing. We have taken every step to ensure that any data collected is stored as securely as possible, however, we cannot be held liable in the extreme unlikely event of a breach in our secure computer servers.

16.2 By using this website, you consent to the processing described therein and warrant that all data provided by you is accurate.

16.3 By accepting these terms and conditions you agree for us to contact you from time to time as set out in our privacy policy.

17. Prohibitions and Misuse:

17.1 You must not misuse our site by knowingly introducing viruses, trojans, worms, logic bombs or other material which is malicious or technologically harmful.

17.2 You must not attempt to gain unauthorised access to our site, the server on which our site is stored or any server, computer or database connected to our site.

17.3 You must not attack our site via a denial-of-service attack or a distributed denial-of service attack.

17.4 By breaching this provision, you would commit a criminal offence under the Computer Misuse Act 1990. We will report any such breach to the relevant law enforcement authorities and we will co-operate with those authorities by disclosing your identity to them. In the event of such a breach, your right to use our site will cease immediately.

17.5 We will not be liable for any loss or damage caused by a distributed denial-of-service attack, viruses or other technologically harmful material that may infect your computer equipment, computer programs, data or other proprietary material due to your use of our site or to your downloading of any material posted on it, or on any website linked to it.

17.6 We are the owner or the licensee of all intellectual property rights in our site, and in the material published on it. Those works are protected by copyright laws and treaties around the world. All such rights are reserved.
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