

Terms and Conditions

1 Introduction

- 1.1 This document (together with any documents referred to in it) tells you the terms and conditions (the 'Conditions') upon which we will sell the Goods and supply the Services to you. You may print a copy for future reference.
- 1.2 Business Day: a day other than a Saturday, Sunday or public holiday when banks in London are open for business.
- 1.3 'Event Outside Our Control' has the meaning given in clause 17.
- 1.4 'Goods' means the goods listed on our website ('the Website') which we may supply.
- 1.5 'Services' means the services listed on the Website which we may supply.
- 1.6 Before confirming your order please read through these Conditions and in particular our cancellations and returns policy at clause 13 and limitation of our liability and your indemnity at clause 15.
- 1.7 By ordering any of the Goods or Services or Goods and Services, you agree to be legally bound by these Conditions. You will be unable to proceed with your transaction if you do not accept these terms and conditions.

2 About us

- 2.1 This Website is owned and operated by Adriaan van Heerden ('we'/'us'/'our') of 60 Taylor Road, Ashtead, Surrey, KT21 2HY.
- 2.2 Our telephone number is +44 7813306434.
- 2.3 Our email address is info@adriaanvanheerden.com.

3 Overseas orders

- 3.1 We may accept orders from individuals located outside the United Kingdom and ship overseas subject to you paying any additional shipping or postage costs.
- 3.2 We will inform you of any additional shipping or postage costs as soon as possible after you have placed the order. If you do not wish to pay these costs you may cancel your order. If you wish to continue with the order you must confirm to us that you will pay these additional costs within 7 days of us telling you what they will be. If we do not receive this confirmation from you within this time period, we will treat you as having cancelled your order.
- 3.3 Please note that when shipping products internationally, you should be aware that cross-border shipments are subject to opening and inspection by customs authorities.
- 3.4 If we agree to supply any goods ordered from the Website for delivery outside the United Kingdom, they may be subject to import duties and/or additional taxes or expenses incurred due to complying with foreign regulatory requirements or laws. You will be responsible for payment of any such duties and/or taxes in addition to our price including the cost of delivery (in the case of goods). Please note that we have no control over these charges and cannot predict their amount. Please contact your local customs office or taxation authority for further information before placing your order.

4 Eligibility to purchase from the Website

To be eligible to purchase the Goods and Services and lawfully enter into and form a contract with us, you must be 18 years of age or over.

5 Price

- 5.1 The prices of the Goods and Services are quoted on the order page.
- 5.2 Prices and any other charges quoted on the order page are based on delivery of the Goods and performance of the Services in the United Kingdom unless otherwise specified.
- 5.3 Prices quoted do not include the costs of delivery of the Goods. The costs of delivery of the Goods will be shown separately on the order page and added to the amount payable by you.

5.4 Unless otherwise stated, the prices quoted exclude VAT (we are not VAT registered).

6 Payment

- 6.1 Payment can be made by any major credit or debit card, by BACS electronic money transfer, or by using a PayPal account.
- 6.2 By placing an order, you consent to payment being charged to your debit/credit card account or PayPal account as provided on the order form.
- 6.3 If you pay us by credit or debit card or PayPal account we will take payment from your card or PayPal account immediately.
- 6.4 Full payment for Goods and Services are required in advance before they are delivered.
- 6.5 You must pay the amount of our invoice within 30 days of the date of invoice.
- 6.6 We shall contact you should any problems occur with the authorisation of your card or payment through your PayPal account.

7 Interest

- 7.1 Unless clause 7.2 applies, you must pay us interest on any amounts you owe us and fail to pay us on the due date at the rate of 3% a year above the base lending rate of Bank of England from time to time, accruing daily from the due date until the date of payment, whether before or after judgement.
- 7.2 We will not charge you interest
 - 7.2.1 for the period of dispute in respect of an invoice that you dispute in good faith, provided you have advised us within a reasonable time of receiving it that you dispute it and your basis for disputing it.
 - 7.2.2 until after we have performed the services again if we have a duty to do so.

8 Order process and formation of a contract

- 8.1 Our Website, catalogue and brochure merely illustrate our Goods and the packaging of the Goods. Your computer may not accurately display the colours of the Goods. Although we aim to accurately depict our Goods and their packaging, there may be differences between the packaging and the colours of the Goods delivered to you and those shown on our Website and in our catalogue and brochure.
- 8.2 All orders are subject to acceptance and availability. If we are unable to supply you with the Goods or Services or Goods and Services in your order due to matters such as unavailability of stock, materials, key staff or an Event Outside our Control or because we have identified a mistake in the description of the Goods or Services or Goods and Services or the price stated by us, we will notify you. We will not proceed with the order and will refund any sums you have paid us.
- 8.3 If the Goods are temporarily unavailable, we will notify you by email of the date they are expected to be available. You will have the option either to wait until they are available or to cancel your order. If you cancel your order, we will refund any sums you have paid us.
- 8.4 Any order placed by you for the Goods or Services or Goods and Services constitutes an offer to purchase them from us.
- 8.5 You agree that if we contact you to acknowledge receipt of your order such communication shall not amount to our acceptance of your offer to purchase the Goods or Services or Goods and Services.
- 8.6 A 'Confirmation Notice' means an email which we send to you to confirm that we have dispatched the Goods and/or shall be providing the requested Services. A Confirmation Notice will be our acceptance of the offer made in the order to which that Confirmation Notice relates.
- 8.7 A contract between you and us for the supply of the Goods or Services or Goods and Services (the 'Contract') incorporating the version of these Conditions in force at the time of your order will come into existence when we send you the Confirmation Notice relating to your order. You may print and keep a copy of the Confirmation Notice for future reference.
- 8.8 If you think that there is a mistake in the Confirmation Notice or if you wish to make any changes, please contact us to discuss this. If you request a change, we will tell you if that is possible and about any changes to the price, delivery or performance dates or any other changes that we need to make as a result of your request. We will ask you if you wish to go ahead with the change.
- 8.9 We may make

- 8.9.1 minor technical adjustments to the Goods to improve them or to comply with relevant laws and regulatory requirements,
 - 8.9.2 changes to these Conditions as a result of changes in any relevant laws and regulatory requirements,
 - 8.9.3 changes to these Conditions as a result of changes in how we accept payment from you,
 - 8.9.4 changes in the amount payable by you to the extent of any changes in the VAT included in the price or payable in relation to the price.
- 8.10 If we make any changes in accordance with clause 8.9 we will give you written notice of the changes before we supply the Goods or Services or Goods and Services. You can choose to cancel the contract if the change would be significantly to your disadvantage.
- 8.11 Any variation to these Conditions which have been incorporated into the Contract or to the Contract other than those mentioned in clause 8.9 shall only be binding when agreed in writing and signed by you and us.

9 Delivery

- 9.1 The Goods will be delivered to you at the address you provided during the order process which may be an address other than the billing address.
- 9.2 Any dates quoted for delivery of the Goods are approximate only. If no date is specified then it will take place as soon as reasonably possible, but in any event within 30 days of the date of the Confirmation Notice, unless there is an Event Outside our Control, in which case clause 17 shall apply.
- 9.3 If you have agreed to collect the Goods from our premises,
- 9.3.1 You must collect the Goods during our working hours of 9 am to 6 pm on or within 3 Business Days of the date we notify you that the Goods are ready for collection
 - 9.3.2 delivery shall occur at our premises when we hand the Goods to you.
- 9.4 Unless clause 9.5 applies, if we have agreed to deliver the Goods to a delivery address which you have given us, delivery shall occur when we place the Goods in the physical possession of you or anyone you have identified to us as the person authorised by you to take delivery of the Goods.
- 9.5 If you have asked us to use an independent carrier other than our normal carrier to deliver the Goods to you, delivery shall occur when we deliver the Goods to that carrier.
- 9.6 You must examine the Goods within a reasonable time after arrival and let us know as soon as reasonably possible if they are faulty, damaged or not as described.
- 9.7 If no one is present at your delivery address to take delivery, we will advise you of our attempted delivery. You must then contact us to make arrangements for us to deliver the Goods.
- 9.8 We may end the contract with you and charge you for any extra storage costs we have incurred if
- 9.8.1 you have arranged to collect the Goods but do not do so within 14 Business Days of the date we notify you that they are ready for collection, or
 - 9.8.2 we have agreed to deliver the Goods, you have not been available to take delivery on the date we agreed to deliver them, and we have not been able to re-arrange delivery within 14 Business Days of the original delivery date.
- 9.9 For Christmas deliveries, we recommend that you check the Website for the last order date. We will endeavour to dispatch all Goods that are in stock within 24 hours. However, we cannot guarantee delivery by 24th December.

10 Performance of Services

- 10.1 The Services will be performed at the address or by the means specified by us when we accept the order.
- 10.2 When we accept the order, we will confirm estimated start and completion dates for the performance of the Services. We will endeavour to perform the Services in accordance with these estimated dates and will perform the Services within a reasonable time from the date we accept the order.
- 10.3 In the event that an Event Outside Our Control prevents us from performing the Services within a reasonable time from the date we accept the order, clause 17 will apply.
- 10.4 If we need to provide the Services at the premises occupied by you, you will provide access to the premises on the date we have agreed for the Services to be carried out.

- 10.5 If you fail to provide access to the premises on the agreed date,
- 10.5.1 you must pay us any additional costs incurred by us in providing the Services to you
 - 10.5.2 in the event that despite our reasonable efforts we are unable to obtain access to the premises to provide the Services, we may end the contract with you. We will refund you any money you have paid less our reasonable costs incurred in attempting to perform the Contract.
- 10.6 If we need to install the Goods at the premises occupied by you, we will be entitled to assume that
- 10.6.1 the premises are adequately supplied with utilities including without limitation water, electricity, gas, telephone and internet connection,
 - 10.6.2 the fittings, walls, pipes, wiring, gas installations and other parts of the premises to which the Goods must be attached are in good working order and suitable for such attachment, and
 - 10.6.3 any goods to which the Goods must be attached are in good working order and suitable for such attachment.
- 10.7 If we ask you to provide us with information in order for us to provide the Services, you must provide us with complete and accurate information by the date we request that you provide it by, otherwise:
- 10.7.1 you must pay us any reasonable sum we charge you to cover any extra work that is necessary as a result of you providing incomplete or inaccurate information.
 - 10.7.2 you must pay us any additional costs incurred by us in providing the Services to you resulting from you not providing such information to us by the date we have requested.
 - 10.7.3 we may suspend the Services by giving you written notice unless you agree to pay such extra costs.
 - 10.7.4 in the event that despite our reasonable efforts we are unable to obtain the requested information from you and are therefore unable to supply the Services, we may end the contract with you. We will refund you any money you have paid less our reasonable costs incurred in attempting to perform the Contract.
- 10.8 We will not be liable for any delay or non-performance due to your failure to provide us with complete and accurate information by the time we have requested.
- 10.9 If we suspend the Services under this clause, you do not have to pay for the Services while they are suspended, but you will remain liable to pay any invoices we have already sent you for Services we have already performed.

11 If there is a problem with the Services

- 11.1 If the Services provided do not conform to the Contract due to them not being provided with reasonable care and skill:
- 11.1.1 you should provide us with details of the problem as soon as reasonably possible;
 - 11.1.2 if we repeat performance of the Services to fix the problem, we will do so at our own cost and as soon as reasonably practicable.
- 11.2 As a consumer, you have legal rights in relation to Services not carried out with reasonable skill and care, or if the materials we use are faulty or not as described. Nothing in these Conditions will affect these legal rights.

12 Risk and title

- 12.1 The Goods will be at your risk from the time of delivery.
- 12.2 Ownership of the Goods will only pass to you when we receive full payment of all sums due in respect of them including the cost of delivery.

13 Cancelling your Contract and returns

13.1 Cancelling before Confirmation Notice

- 13.1.1 You may cancel your order for the Goods or Services or Goods and Services by notifying us of your decision to cancel at any time prior to us sending you a Confirmation Notice.
- 13.1.2 You may notify us of your decision to cancel by contacting us by telephone on telephone number +44 7813306434 or by sending us by email to info@adriaanvanheerden.com or by post to 60

Taylor Road, Ashtead, Surrey, KT21 2HY a statement that you wish to cancel quoting your name, address, the name or a description of the Goods or Services or Goods and Services and your order reference number.

13.2 Cancellation after Confirmation Notice

- 13.2.1 If the Contract is for the supply of Goods only or Goods and Services with the main purpose being the supply of Goods the 'Cancellation Period' means the period between the date we send you a Confirmation Notice and the expiry of 14 calendar days after the day you receive the Goods.
- 13.2.2 If the Contract is for the supply of Goods and Services with the main purpose being the supply of Goods and you wish us to begin to supply the Services before the expiry of the Cancellation Period in clause 13.2.1 you must request us to do this.
- 13.2.3 If the Contract is for the supply of Services only, or Goods and Services with the main purpose being the supply of Services (such as the supply of a course with accompanying learning materials),
- 13.2.3.1 the 'Cancellation Period' means the period of 14 days starting with and including the day after we send you a Confirmation Notice.
- 13.2.3.2 if you wish us to begin the supply of the Services during the Cancellation Period, you must request us to do this and you must acknowledge that you will lose the right to cancel once the Services have been fully performed.
- 13.2.3.3 Unless the Services have been fully performed under the Contract in accordance with your request and acknowledgement referred to in clause 13.2.3.2 and subject to clause 13.5, you may cancel the Contract within the Cancellation Period by notifying us of your decision to cancel.
- 13.2.3.4 you will lose your right to cancel the Contract once the Services have been fully performed in accordance with your request and acknowledgement.
- 13.2.4 You may notify us of your decision to cancel by contacting us by telephone on telephone number +44 7813306434 or by sending us by email to info@adriaanvanheerden.com or by post to 60 Taylor Road, Ashtead, Surrey, KT21 2HY a statement that you wish to cancel with your name, address, the name or a description of the Goods or Services or Goods and Services and your order reference number.
- 13.2.5 If you cancel the Contract after we have begun the supply of the Services in accordance with your request, you must pay us for the Services we supplied to you before we received notice of your cancellation.

13.3 Return of Goods

- 13.3.1 Upon receiving notice of your cancellation, we will contact you and provide details of where you must return the Goods and other relevant instructions. You must then return the Goods to us without delay and at the latest within 14 days of notifying us of your cancellation.
- 13.3.2 You must return the Goods at your own risk and at your own cost unless we offer to pay the cost of return. We may offer to collect the Goods from you and charge you for the cost of collecting the Goods. If we offer to collect the Goods, we will contact you to ascertain whether you agree to us collecting the Goods, whether you agree to pay the costs of collection if we are charging you for collection, and if so, to make arrangements for collection. If you agree to pay the costs of collection, we may deduct this from any sum we owe you.
- 13.3.3 If the value of the Goods is reduced as a result of your handling of them beyond what is necessary to determine the nature, characteristics or functioning of the Goods, we will be entitled to claim this reduction in value from you and to deduct it from any money which you have paid us.

13.4 Refunds on cancellation

- 13.4.1 So long as you are entitled to cancel and have complied with your obligations under clauses 13.2 and 13.3, we will refund you the balance of the price and any standard delivery costs you paid to us after deducting:
- 13.4.1.1 the value of the Services we supplied before we received your cancellation notice;
- 13.4.1.2 any reduction in the value of the Goods in accordance with clause 13.3.3; and

- 13.4.1.3 any cost to us of collecting the Goods (if applicable).
- 13.4.2 If the Contract is for the supply of Goods only, or for Goods and Services with the main purpose being the supply of Goods, unless we have agreed to collect the Goods from you, we will refund you the sum in clause 13.4.1 within 14 days after the earlier of:
 - 13.4.2.1 the day on which we receive the Goods back from you, or
 - 13.4.2.2 the day on which you supply evidence to us that you have sent the Goods back to us.
- 13.4.3 If the Contract is for the supply of Goods only, or for Goods and Services with the main purpose being the supply of Goods and we have agreed to collect the Goods from you, we will refund you the sum in clause 13.4.1 within 14 days of our receipt of your cancellation notice.
- 13.4.4 If the Contract is for the supply of Services only or for the supply of Goods and Services with the main purpose being the supply of Services, we will refund you the sum in clause 13.4.1 within 14 days of our receipt of your cancellation notice.
- 13.4.5 We will refund you the sum in clause 13.4.1 using the same method of payment used by you, unless you agree to a refund by a different method of payment.

13.5 **Exception to the right to cancel**

You will not have a right to cancel in the following situations:

- 13.5.1 The Contract is for Goods which are bespoke or have been personalised or which may deteriorate.
- 13.5.2 The Contract is for Goods and/or Services the price of which is dependent on fluctuations in the financial market which cannot be controlled by us.
- 13.5.3 The Contract is for the sale of land or financial services.
- 13.5.4 The Contract is for accommodation, transport of goods, vehicle rental services, catering or services related to leisure activities where there is a specific date or period for performance.
- 13.5.5 The Contract is for the supply of sealed audio or video recordings and computer software and they have become unsealed after delivery.
- 13.5.6 The Contract is for the supply of sealed Goods which are not suitable for return due to health protection or hygiene reasons and they have become unsealed after delivery.
- 13.5.7 The Contract is for the supply of newspapers, magazines and other periodicals, except for subscription contracts.
- 13.5.8 The Contract is for the supply of Goods which have become mixed inseparably with other items after delivery.

14 **Complaints**

If you have a comment, concern or complaint about any Goods and Services you have purchased from us, please contact us by telephone on telephone number +44 7813306434, by email at info@adriaanvanheerden.com or by post at 60 Taylor Road, Ashted, Surrey, KT21 2HY.

15 **Liability and indemnity**

- 15.1 We have a duty to supply Goods and Services to you that conform to the Contract including a duty to ensure that
 - 15.1.1 the Goods are as described in the contract
 - 15.1.2 the Goods correspond to any samples we have sent you
 - 15.1.3 the Goods are fit for any purpose you specifically told us they were required for, and are not faulty
 - 15.1.4 the Services are carried out with reasonable care and skill.
- 15.2 We cannot exclude our liability for a failure to comply with these duties mentioned in this sub-clause. Nothing in these Conditions affects your legal rights if these duties are not complied with. You can obtain advice about your legal rights from Citizens Advice if you need to.

- 15.3 We cannot exclude or limit our responsibility to you for:
- 15.3.1 Death or personal injury resulting from our negligence or the negligence of our employees
 - 15.3.2 Fraud or fraudulent misrepresentation
 - 15.3.3 A claim for a defective product against us if we do not give you the name of the person who supplied the product to us within a reasonable time of your request for us to do so.
- 15.4 We are responsible for foreseeable loss or damage which you suffer as a result of a breach by us of the Contract or as a result of our failure to act with reasonable care and skill. Loss or damage is foreseeable if either it is obvious that it will happen or if, at the time the Contract was made, both we and you knew it might happen, for example, if you discussed it with us during the sales process. We are not responsible for unforeseeable losses.
- 15.5 You are purchasing the Goods or Services or Goods and Services as a consumer. If you purchase the Goods or Services or Goods and Services for any business purpose including for re-sale, we will not be liable for any business losses, loss of profits, loss of contracts, loss of business opportunities, loss of management time, loss of business data or losses due to interruption of your business.
- 15.6 We will not be responsible for any delay in delivering the Goods and performing the Services if
- 15.6.1 we have asked you to provide specified information that is necessary for delivering the Goods and performing the Services and
 - 15.6.2 you have failed to provide complete and accurate information or you have provided such information later than the date we have asked you to supply it by.
- 15.7 We will not accept liability for any damage caused by pre-existing defects in any fittings, walls, pipes, wiring, gas installations in your premises or to any goods to which we connect or install or attach the Goods unless we have been negligent in not realising that such damage may occur or in the way we did the work.

16 Our rights of termination

We reserve the right to terminate the Contract by writing to you if you fail to make any payment to us when due and you still do not make payment within 14 days of us reminding you that payment is due.

17 Events outside our control

- 17.1 Except for our obligations under this clause, we shall not be responsible for delays or failures in delivery or performance of our obligations to you resulting from any act, event, omission, failure or accident outside our reasonable control ('Event Outside Our Control').
- 17.2 We will take all reasonable steps to minimise a delay in performing our obligations to you which arises from an Event Outside our Control.
- 17.3 We will promptly notify you of any Event Outside Our Control which prevents us from or delays us in performing our obligations to you, giving details of it and (where possible) the extent and likely duration of any delay.
- 17.4 Our performance will be deemed to be suspended for the period that the Event Outside Our Control continues.
- 17.5 You may end the Contract after we have notified you of an Event Outside Our Control and we will then refund you any money you have paid to us under the Contract for the Goods and Services which we have been unable to deliver to you.

18 Use of personal data

You authorise us to process and transmit your name, address and other personal information supplied by you (including updated information) to

- 18.1 obtain information from third parties about you, including, but not limited to, credit reports and so that we may authenticate your identity
- 18.2 supply the Goods and Services to you
- 18.3 carry out checks to ensure you have adequate funds and fulfil security and fraud prevention requirements
- 18.4 transmit the payment and delivery information provided by you during the order process (including any updated information) for the purpose of obtaining authorisation from your card issuer or PayPal

- 18.5 validate your name, address and other personal information supplied by you during the order process against appropriate third party databases including the card issuer, registered credit reference agencies and fraud prevention agencies.
- 18.6 inform you of similar Goods and Services we provide, but you may contact us at any time to request that we stop informing you of these.

19 Third party rights

Except for our affiliates, directors, employees or representatives, a person who is not a party to the Contract has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the Contract but this does not affect any right or remedy of a third party that exists or is available apart from that Act.

20 Other important terms

- 20.1 We reserve the right to change the domain address of this Website and any services, products, product prices, product specifications and availability at any time.
- 20.2 Every effort is made to keep information regarding stock availability on the Website up to date. However, we do not guarantee that this is the case, or that stock will always be available.
- 20.3 If any provision of these terms and conditions is held by any competent authority to be invalid or unenforceable in whole or in part, the validity of the other provisions of the Contract and the remainder of the provision in question will not be affected.
- 20.4 All Contracts are concluded in English only.
- 20.5 If we fail, at any time during the term of a Contract, to insist upon strict performance of any of your obligations under it or any of these terms and conditions, or if we fail to exercise any of the rights or remedies to which we are entitled under the Contract, this shall not constitute a waiver of such rights or remedies and shall not relieve you from compliance with your obligations.
- 20.6 A waiver by us of any default shall not constitute a waiver of any subsequent default.

21 Governing law

These Conditions and the Contract are governed by the laws of England and Wales. However, if you live outside England and Wales but within the EU, you are always entitled to any compulsory consumer protections applicable in the country where you live.

22 Governing jurisdiction

You can bring legal proceedings in respect of the Goods or Services or Goods and Services in the courts of England and Wales. If you live in Scotland you can bring legal proceedings in respect of the Goods or Services or Goods and Services in either the courts of Scotland or England and Wales. If you live in Northern Ireland you can bring legal proceedings in respect of the Goods or Services or Goods and Services in either the courts of Northern Ireland or England and Wales. If you live in another country in the EU, you can bring legal proceedings in respect of the Goods or Services or Goods and Services in either the courts of your home country or England and Wales.