

# TERMS AND CONDITIONS:

## Structure:

Name of the company: KDP LUXURY Ltd

Address: 29, Portland Place, W1B 1QB

Email address: info@kdluxury.com

Phone: +44 7952 690611

I/ We (\*) hereby give notice that I/We (\*) cancel my/our (\*) for the supply of the following service (\*), Ordered on (\*)/ received on (\*).....(date received ).

Name of consumer(s):

Address of consumer(s):

- a. before or at the time of collecting Personal Data, we will identify the purposes for which information is being collected;
- b. we will only Process Personal Data for the purposes identified;
- c. we will respect your rights in relation to your Personal Data; and
- d. we will implement technical and organisational measures to ensure your Personal Data is secure.

For any enquiries or complaints regarding data privacy, you can e-mail: info@kdluxury.com

## Excluding liability:

The supplier does not exclude liability for: (i) Any fraudulent act or omission;  
(ii) For death or personal injury caused by negligence or breach of the Supplier's other legal obligations. Subject to this, the Supplier is not liable for (i) loss which was not reasonably foreseeable to both parties at the time when the Contract was made, or (ii) loss (e.g. loss of profit) to the Customer's business, trade, craft or profession which would not be suffered by a Consumer- because the Supplier believes the Customer is not buying the Goods wholly or mainly for its business, trade, craft, or profession.

## Governing law, jurisdiction and complaints:

- The Contract (including any non-contractual matters) is governed by the law of England and Wales.
- Disputes can be submitted to the jurisdiction of the courts of England and Wales or, where the Customer lives in Scotland or Northern Ireland, in the courts of respectively Scotland or Northern Ireland.
- We try to avoid any dispute, so we deal with complaints in the following way:  
If a dispute occurs customers should contact us to find a solution. We will aim to respond with an appropriate solution within 5 days.
- In the event of any failure by part because of something beyond its reasonable control:
  - a. the party will advise the other party as soon as reasonably practicable; and
  - b. the party's obligations will be suspended so far as is reasonable, provided that the party will act reasonably, and the party will not be liable for any failure which it could not reasonably avoid, but this will not affect the

Customer's above rights relating to delivery and any right to cancel, below.

### **Conformity:**

- We have a legal duty to supply the Goods in conformity with the Contract, and will not have conformed if it does not meet the following obligation.
- Upon delivery, the Goods will:
  - a.be of satisfactory quality;
  - b.be reasonably fit for any particular purpose for which you buy the Goods which, before the Contract is made, you made known to us (unless you do not actually rely, or it is unreasonable for you to rely, on our skill and judgment) and be fit for any purpose held out by us or set out in the Contract:and
  - c.conform to their description.
- It is not a failure to conform if the failure has its origin in your materials.

### **Withdrawal, returns and cancellation:**

- You can withdraw the Order by telling us before the Contract is made, if you simply wish to change your mind and without giving us a reason, and without incurring any liability.
- This is a **distance contract** (as defined below) which has the cancellation rights (**Cancellation Rights**) set out below. These Cancellation Rights, however, do not apply, to a contract for the following goods (with no others) in the following circumstances:
  - a.foodstuffs, beverages or other goods intended for current consumption in the household and which are supplied on the frequent and regular rounds to your residence or workplace.
  - b.goods that are made to your specification or are clearly personalised;
  - c.goods which are liable to deteriorate or expire rapidly.
- Also, the Cancellation Rights for a Contract cease to be available in the following circumstances:
  - a.in the case of a contract for the supply of sealed goods which are not suitable for return due to health protection or hygiene reasons, if they become unsealed after delivery;
  - b.in the case of any sales contract, if the goods become mixed inseparably (according to their nature) with other items after delivery.
  - c.after we have failed to deliver on time, you have specified a later period which is appropriate to the circumstances and we have not delivered within that period.
- If you treat the Contract at an end, we will (in addition to other remedies) promptly return all payments made under the Contract.
- If you were entitled to treat the Contract at an end, but do not do so, you are not prevented from cancelling the Order for any Goods or rejecting Goods that have been delivered and, if you do this, we will (in addition to other remedies) without delay return all payment made under the Contract for any such cancelled or rejected Goods. If the Goods have been delivered, you must return them to us or allow us to collect them from you and we will pay the costs of this.
- If any Goods form a commercial unit (a unit is a commercial unit if division of the unit would materially impair the value of the goods or the character of the unit) you cannot cancel or reject the Order for some of those Goods without also cancelling or rejecting the Order for the rest of them.
- We intend that these Terms and Conditions apply only to a Contract entered into by you as a Consumer. If this is not the case, you must tell us, so that we can provide you with different contact with terms which are more

appropriate for you and which might, in some respects, be better for you, e.g. by giving you rights as a business.

### **Interpretation:**

- **Consumer:** means an individual acting for purposes which are wholly or mainly outside his or her trade, business, craft or profession;
- **Contract:** means the legally-binding agreement between you and us for the supply of the Goods;
- **Delivery Location:** means the Supplier's premises or other location where the Goods are to be supplied, as set out in the Order;
- **Durable Medium:** means paper or email, or any other medium that allows information to be addressed personally to the recipient, enables the recipient to store the information in a way accessible for the future reference for a period that is long enough for the purposes of the information, and allows the unchanged reproduction of the information stored;
- **Goods:** means the goods advertised on the Website that we supply to you of the number and description as set out in the Order;
- **Order:** means the Customer's order for the Goods from the Supplier as submitted following the step by step process set out on the Website;
- **Privacy Policy:** means the terms which set out how we will deal with the confidential and personal information received from you via the Website;
- **Website:** means our website "www.babouch.co.uk" on which the Goods are advertised.

### **Please read all these terms and conditions:**

As we can accept your order and make a legally enforceable agreement without further reference to you, you must read these terms and conditions to make sure that they contain all that you want and nothing that you are not happy with. If you are not sure about anything, just phone us on **02030736703**.

### **Application:**

• These Terms and Conditions will apply to the purchase of the goods by you (the Customer or you). We are **KDP LUXURY Ltd** whose trading name is **KDP LUXURY** a company registered in England and Wales under number **11249951** whose registered office is at **29, Portland Place, W1B 1QB** with email address **info@kdluxury.com**; telephone number **+44 7952 690611**; (the **Supplier** or **us** or **we**).

• These are the terms on which we sell all Goods to you. By ordering any of the Goods, you agree to be bound by these these Terms and Conditions.

By ordering any of the Services, you agree to be bound by these Terms and Conditions. You can only purchase the Goods from the Website if you are eligible to enter into a contract and are at least 18 years old.