

www.leki.co.uk

Owned and operated by Open Air Cambridge Ltd

## ***Our Commitment to you***

- 1. We value your custom and will take all reasonable steps to ensure that you are happy with all products purchased from us, and with the service we provide.*
- 2. We believe in being honourable towards our customers, and whilst we may on occasion not be able to fulfil all our customers wishes, we will never miss-sell products or ignore honest complaints or grievances.*
- 3. All goods we sell are brand new, unused and genuine, original branded products. To ensure that you can shop with us with confidence, we do not stock products that we don't believe to be up to the claims made of them.*
- 4. Our Website Terms and Conditions exist as a detailed document setting out what you can expect from us and what we expect of our customers. Please do not be daunted by them, they exist to protect ourselves and our customers from misunderstandings or fraud.*

## **TERMS AND CONDITIONS**

### **Pricing**

All prices displayed are in Pounds Sterling and are inclusive of VAT at the rate in force at the time of publication.

We reserve the right to alter the price of goods and delivery charges without prior notice.

### **Ordering**

#### **Availability of Goods**

All products are offered for sale subject to availability.

If an order contains some items not currently in stock (excluding "Special Order Only" items) we may, at our discretion part despatch your order. In such cases only ONE charge for post and packaging will be made

#### **"Special Order Only" items**

Items marked as "Special Order Only" are not held in stock, but are obtained specifically to fulfil a customer order. Such items are normally available for despatch within 21 days of order.

If an order contains a mixture of "Special Order Only" items and stock items the whole order will be despatched when all items available. You may of course make two separate orders if in stock items are required urgently.

#### **Product Information.**

All product descriptions (sizes, weights, colours, etc.) are intended as a guide only and are obtained from our suppliers or the manufacturers of the goods. If any specifications are of paramount importance to your order please verify the goods are as required before ordering.

All descriptions relating to the suitability of a product for a particular purpose are to be taken as a guide only.

**Your Order.**

All orders for goods submitted to us from the order page will be treated as an offer by you to purchase the goods subject to these terms and conditions  
You are responsible for ensuring the accuracy of your order.

**Acknowledging Details of Your Order.**

When we receive an order we will send an acknowledgement email to confirm the order and enable any mistakes to be remedied.

**Confirmation of Your Order.**

When we accept your order, we will send you a confirmation e-mail containing an order number. The provision of this order number shall be our acceptance of a legal contract between yourself and us based on these terms and conditions and we shall thereafter supply you with the goods detailed on your order, subject to their availability.

**Refusal of Orders**

We reserve the right to refuse to accept your order if we feel it necessary, in which case we will e-mail you to let you know as soon as possible.

**Contract:**

Your contract for purchases is with:  
Open Air Cambridge Ltd.  
11 Green Street  
Cambridge  
CB2 3JU  
Company Registration Number: 2514202  
Telephone: 01223 324666

## Payment

**Terms.**

Our normal terms of business are for all payments to be made immediately prior to despatch of goods, unless payment is by personal cheque when clearance of cheques may result in a delay of up to seven working days.

**Secure Payment Online.**

If paying using our encrypted online ordering system we will accept payment by the following methods:

Visa  
Visa Delta  
Visa Electron  
MasterCard  
Solo  
Maestro

For security reasons we may refuse to send orders to an address other than the registered cardholders address.

Card payments use a secure encrypted system to transfer your card details to us and are available only to us when we download your order from our server.  
Your browser should show its secure connection icon when connected to our payment system.

### **Charging for Your Order.**

Payments by credit or debit card will only be taken when your order is ready for despatch. Where an order is paid for by cheque the cheque will not be presented for payment if we foresee any substantial delay in despatching your order due to unavailability of stock.

## **Delivery**

**Goods are available for delivery within the UK only.**

### **Charges:**

Post and Packaging (P&P) charges are a contribution towards our cost of preparing and delivering your order.

The amount charged will be as totalled in the "shopping cart" at the time of order and shown in the shopping section of the website.

All standard charges refer to delivery within the UK mainland. An option is available to select delivery to the Republic of Ireland, which is charged at a higher rate to the standard charge.

Charges made for delivery are a contribution towards our costs. Refunds for unwanted goods returned may be reduced to cover the full cost of carriage.

### **Method of despatch:**

Orders for poles or pole sections will be despatched using the Royal Mail "Signed For" service or via Parcel Force. The dispatch method will be solely at our discretion and will depend upon the weight of the package being sent.

Orders for Spares and accessories will be despatched via Royal Mail first class post or Royal Mail "Signed For" service depending on the order value.

### **Timing of deliveries.**

Please allow a minimum of 48 hours from despatch for delivery of all orders.

Deliveries will be made to the address provided by you at the time of ordering by the method deemed by us to be the most suitable. All times quoted for delivery are approximate only and we shall not be liable for any delay in delivery of the goods howsoever caused.

Where delivery by a certain date is of importance to you please state this on your order under "Special Instructions". We will do our best to accommodate such requests, but cannot guarantee delivery times caused by circumstances beyond our control.

### **Liability.**

Whilst every reasonable effort shall be made to keep to any predicted delivery date, time of delivery shall not be of the essence and the company shall not be liable for any losses, costs, damages or expenses incurred by the customer or any other person or company arising directly or indirectly out of any failure to meet any estimated delivery date.

## Receiving Goods Ordered:

### **Signing for packages.**

All orders will require a signature at the point of delivery. If a signature cannot be obtained, the normal procedure is for the delivery person to leave a card with instructions to you regarding how you can obtain your parcel. This may mean re-arranging delivery or visiting your local Post Office or Parcel Force depot.

In the event of a parcel being refused, or not collected, any cost incurred by us in retrieving or re-sending the goods will be payable by the customer.

Upon receipt of your order the package should be inspected to ensure no damage has occurred in transit. When packages are signed for it is on the basis that they are in good condition with no signs of having been mishandled or opened. Packages showing signs of damage or of having been opened should be rejected. If in doubt packages should be signed for with "unchecked" written next to the signature.

### **Damages or Shortages.**

In the unlikely event of a delivery arriving with items missing, damaged or incorrect we will, at our option, make up the shortages or replace the damaged/incorrect goods free of charge.

Alternatively we may refund the price paid for the missing or damaged/incorrect goods.

Any claim for shortages, email, fax or letter must make defects or incorrect items in writing within 48 hours of delivery (excluding days when our office is closed). Failure to do this will be taken as acceptance of your order.

Damaged or incorrect goods must be retained and returned to us, where upon postage will be refunded in full.

### **Title.**

Ownership of the goods shall pass to you once the goods have been delivered to the address supplied, even if the goods have not been received by you in person

## Returns and Warranties

### **Your Right to Cancel.**

If within seven days of receipt of your ordered goods any items are found to be as ordered, but not wanted for any reason, they may be returned provided they are unused and in as new condition. You must email or telephone us prior to returning goods and obtain authorisation. Unauthorised returns may be refused at the point of receipt.

### **Returning Goods.**

Return postage will be at your own expense, but in order to insure the returned items against loss or damage in transit we recommend using the same method of dispatch as we used to send the original order (all services available from your local Post Office).

Upon receipt of the returned items we will provide a refund by the same method as the original payment.

Postage and Packaging charges from the original invoice will not be refunded unless items are returned due to an error on our part.

Refunds for unwanted goods returned may be reduced to cover the full cost of carriage of the initial delivery.

### **Warranty.**

All goods purchased from us are covered by a minimum 12 month manufacturers warranty covering any defect in materials or workmanship. The manufacturer of an item, or the manufacturer of materials used, may provide an additional warranty. Please check with the manufacturer for details.

All warranties exclude failure due to wear and tear, misuse, modification, lack of care or maintenance or use for purposes for which the product was not originally intended.

## **Liability:**

Under no circumstances shall we be responsible for any indirect, incidental or consequential damages.

## **Privacy:**

### **What information do we collect when you order from us? How do we use it?**

When you order, we need to know your name, e-mail address, delivery address, the credit or debit card number, card's expiry date and the card's registered address. This allows us to process your orders and to notify you of the status of your order.

We also ask for your telephone number so that we can contact you if there is a problem with your order. If there is a delivery problem we sometimes give the number to our carriers so they can contact you to arrange delivery.

### **Will we disclose the information it collects to outside parties?**

We do not sell, trade or rent your personal information to others. We may choose to do so in the future with reputable third parties, but you can tell us not to by sending a blank e-mail message to [nocontact@leki.co.uk](mailto:nocontact@leki.co.uk). (If you use more than one email address to shop with us, send this message from each e-mail account you have used.)

We may also obtain aggregate statistics about our customers, sales, traffic patterns and related site information, but these statistics will include no personally identifying information.

### **How do we protect customer information?**

When you place orders you are connected to our secure server. We encrypt your information using SSL (secure socket layers) secure server software before it is sent to us. This ensures that your information can only be read by our secure server and cannot be unscrambled by any outside party.

Any information held by us which identifies you personally will be kept under secure conditions such that it is not available to any outside party.

## Questions and Complaints:

If you have any questions or complaints regarding the company, these can be addressed in writing, marking your correspondence "leki.co.uk", to:

The Manager  
Open Air Cambridge Ltd  
11 Green Street  
Cambridge  
CB2 3JU

The company will endeavour to acknowledge written complaints within five working days. The nature and complexity of the issue will govern the time it takes to reach complete resolution of complaints, but we will endeavour to ensure that consumers are informed of the progress of complaints as appropriate.