

Terms & Conditions



This page tells you the terms and conditions (“*Terms*”) on which you may use our website www.kicsihaz.com (“*Site*”) and on which we may supply any of the products (“*Products*”) listed on our Site to you. Please read these Terms carefully before ordering any Products from our Site. By using our Site, and/or by ordering any of our Products, you agree to be bound by these Terms. We recommend that you print a copy of these Terms for future reference. Please also read our Privacy Policy, which describes the way in which we use personal information provided by you.

1. Information about us

The Site is operated by Kicsi Haz Limited (“*we/us/our*”). Kicsi Haz Limited is a company registered in England and Wales with company number 7639959 whose registered office is at 30 Rydal Grove, Old Basford, Nottingham, NG6 0AH.

2. Accessing our Site

- 2.1 Access to our Site is permitted on a temporary basis. We reserve the right to suspend access to, amend or permanently close our Site and/or the service we provide on our Site at any time without notice. We will not be liable if for any reason our Site is unavailable at any time or for any period.
- 2.2 We may update our Site or change its content at any time. Any of the material on our Site may be out of date at any given time, and we are under no obligation to update such material.
- 2.3 If you choose, or you are provided with, a user identification code, password or any other piece of information as part of our security procedures, you must treat such information as confidential, and you must not disclose it to any third party. We have the right to disable any user identification code or password, whether chosen by you or allocated by us, at any time, if in our opinion you have failed to comply with any of the provisions of these terms of use.
- 2.4 When using our Site, you must comply with the provisions of our acceptable use policy set out in Clause 17 below (“*Acceptable Use Policy*”).
- 2.5 You are responsible for making all arrangements necessary for you to have access to our Site. You are also responsible for ensuring that all persons who access our Site through your internet connection are aware of these terms, and that they comply with them.

3. Your status

By placing an order through our Site, you warrant that:

- a) you are legally capable of entering into binding contracts;
- b) you are at least 18 years old;

4. How the contract is formed between you and us

- 4.1 After placing an order, you will receive an e-mail from us acknowledging that we have received your order. Please note that this does not mean that your order has been accepted. Your order constitutes an offer to us to buy Product(s). All orders are subject to acceptance by us, and we will confirm such acceptance to you by sending you an e-mail that confirms that the Product has been dispatched (“*Dispatch Confirmation*”). The contract between us (“*Contract*”) will only be formed when we send you the Dispatch Confirmation.
- 4.2 The Contract will relate only to those Products whose dispatch we have confirmed in the Dispatch Confirmation. We will not be obliged to supply any other Products which may have been part of your order until the dispatch of such Products has been confirmed in a separate Dispatch Confirmation.

5. Our status

- 5.1 We may provide links on our Site to the websites of other companies, whether affiliated with us or not. We cannot give any undertaking that products you purchase from third party sellers through our Site, or from companies to whose website we have provided a link on our Site, will be of satisfactory quality, and any such warranties are DISCLAIMED by us absolutely. This DISCLAIMER does not affect your statutory rights against the third party seller. We will notify you when a third party is involved in a transaction, and we may disclose your customer information related to that transaction to the third party seller.

6. Consumer rights

- 6.1 If you are contracting as a consumer, you may cancel a Contract at any time within 7 working days, beginning on the day after you received the Product(s). In this case, you will receive a full refund of the price paid for the Products in accordance with our refunds policy (set out in Clause 9 below).

- 6.2 To cancel a Contract, you must inform us in writing. You must also return the Products to us as soon as reasonably practicable, and at your own cost. You have a legal obligation to take reasonable care of the Products while they are in your possession. If you fail to comply with this obligation, we may have a right of action against you for compensation.
- 6.3 Details of your statutory right of cancellation, and an explanation of how to exercise it, are also provided in the Dispatch Confirmation. This provision does not affect your other statutory rights as a consumer.

7. Availability and delivery

Your order will be fulfilled by the delivery date set out in the Dispatch Confirmation.

8. Risk and title

- 8.1 The Products will be at your risk from the time of delivery.
- 8.2 Ownership of the Products will only pass to you when we receive full payment of all sums due in respect of the Products, including delivery charges.

9. Refund policy

- 9.1 If you return a Product to us:
- a) because you have cancelled the Contract between us within the 7 day cooling-off period (set out in Clause 6 above), we will process the refund due to you as soon as possible and, in any case, within 30 days of the day on which you gave us notice of cancellation. In this case, we will refund the price of the Product in full, and any applicable delivery charges. However, you will be responsible for the cost of returning the item to us.
 - b) for any other reason (for instance, because you have notified us in accordance with Clause 27 below that you do not agree to a change in these Terms or in any of our policies, or because you consider that the Product is defective), we will examine the returned Product and will notify you of any refund due via e-mail within a reasonable period of time. We will usually process any refund due to you as soon as possible and, in any case, within 30 days of the day we confirmed to you via e-mail that you were entitled to a refund.
- 9.2 We are not obliged to provide you with a refund unless you cancel the Contract in accordance with Clause 6 above. We may (in our sole discretion) either repair, replace or refund the price of a defective Product in full (including any applicable delivery charges and any reasonable costs you incur in returning the item to us).
- 9.3 Where we have agreed to provide you with a refund, we will usually refund any money received from you using the same method originally used by you to pay for your purchase.

10. Price and payment

- 10.1 The price of the Products will be as quoted on our Site from time to time, except in cases of obvious error.
- 10.2 Our delivery charges depend on the Product and your choice of delivery method, and will be separately negotiated with you and confirmed in the Dispatch Confirmation.
- 10.3 Product prices and delivery charges are liable to change at any time, but changes will not affect orders in respect of which we have already sent you a Dispatch Confirmation.
- 10.4 It is always possible that, despite our best efforts, some of the Products listed on our Site may be incorrectly priced. We will normally verify prices as part of our dispatch procedures so that, where a Product's correct price is less than our stated price, we will charge the lower amount when dispatching the Product to you. If a Product's correct price is higher than the price stated on our Site, we will normally, at our discretion, either contact you for instructions before dispatching the Product, or reject your order and notify you of such rejection.
- 10.5 We are under no obligation to provide the Product(s) to you at the incorrect (lower) price, even after we have sent you a Dispatch Confirmation, if the pricing error is obvious and unmistakeable and could have reasonably been recognised by you as an error.

11. Import Duty

- 11.1 Without prejudice to any other provision of these Terms, if you order Products from our Site for delivery outside the UK, they may be subject to import duties and taxes which are levied when the delivery reaches the specified destination. You will be responsible for payment of any such import duties and taxes. Please note that we have no control over these charges and cannot predict their amount. Please contact your local customs office for further information before placing your order.
- 11.2 Please also note that you must comply with all applicable laws and regulations of the country for which the products are destined. We will not be liable for any breach by you of any such laws.

12. Warranty

- 12.1 The Site is provided "as is". All material displayed on the Site is provided without any guarantees, conditions or warranties as to its accuracy. Subject to Clause 12.2, all conditions, warranties and other terms which might otherwise be implied by statute, common law or the law of equity are expressly excluded.
- 12.2 We warrant to you that any Product purchased from us through our Site will, on delivery, conform in all material respects with its description, be of satisfactory quality, and be reasonably fit for all the purposes for which products of that kind are commonly supplied.

13. Our liability

- 13.1 Subject to Clause 13.4, if we fail to comply with these Terms, we shall only be liable to you for the purchase price of the Products paid for by you and, subject to Clause 13.2, any direct losses that you suffer as a result of our failure to comply with these Terms (whether arising in contract, tort (including negligence), breach of statutory duty or otherwise) which are a foreseeable consequence of such failure.
- 13.2 Subject to Clause 13.4, in respect of these Terms and any matters arising out of or connected to them, we will not be liable for any losses that fall into the following categories:
- a) loss of income or revenue;
 - b) loss of business;
 - c) loss of profits;
 - d) loss of anticipated savings;
 - e) loss of data; or
 - f) waste of management or office time.
- However, this Clause 13.2 will not prevent claims for loss of or damage to your tangible property that are foreseeable or any other claims for direct loss that are not excluded by categories (a) to (f) inclusive of this Clause 13.2.
- 13.3 Subject to Clauses 13.1, 13.2 and 13.4, to the fullest extent permitted by law, we will not be liable for any direct, indirect, special or consequential loss or damage incurred by any user in connection with our Site or in connection with the use, inability to use, or results of the use of our Site, any websites linked to it or any materials posted on it.
- 13.4 Nothing in these Terms excludes or limits our liability for:
- a) death or personal injury caused by our negligence;
 - b) fraud or fraudulent misrepresentation;
 - c) any breach of the obligations implied by section 12 of the Sale of Goods Act 1979;
 - d) defective products under the Consumer Protection Act 1987; or
 - e) any other matter for which it would be illegal for us to exclude or attempt to exclude our liability.

14. Intellectual property rights

- 14.1 We are the owner or the licensee of all intellectual property rights in our Site, and in the material published on it. Without limiting the foregoing, the materials published on our Site are protected by copyright laws and treaties around the world. All such rights are reserved.
- 14.2 You may print off one copy, and may download extracts, of any page(s) from our Site for your personal reference and (if applicable) you may draw the attention of others within your organisation to material posted on our Site.
- 14.3 You must not modify the paper or digital copies of any materials you have printed off or downloaded in any way, and you must not use any illustrations, photographs, video or audio sequences or any graphics separately from any accompanying text.
- 14.4 Our status (and that of any identified contributors) as the authors of material on our Site must always be acknowledged.
- 14.5 You must not use any part of the materials on our Site for commercial purposes without obtaining a licence to do so from us or our licensors.
- 14.6 If you print off, copy or download any part of our Site in breach of these terms of use, your right to use our Site will cease immediately and you must, at our option, return or destroy any copies of the materials you have made.
- 14.7 If you wish to make any use of material on our Site other than as set out in this Clause 14, please address your request to info@kicsihaz.com.

15. Uploading material to and using material on our Site

- 15.1 Whenever you make use of a feature that allows you to upload material to our Site, or to make contact with other users of our Site, you must comply with the content standards set out in our Acceptable Use Policy. You warrant that any such contribution does comply with those standards, and you indemnify us for any breach of that warranty.
- 15.2 Any material you upload to our Site will be considered non-confidential and non-proprietary, and we have the right to use, copy, distribute and disclose to third parties any such material for any purpose. We also have the right to disclose your identity to any third party who is claiming that any material posted or uploaded by you to our Site constitutes a violation of their intellectual property rights, or of their right to privacy.
- 15.3 We will not be responsible, or liable to any third party, for the content or accuracy of any materials posted by you or any other user of our Site.
- 15.4 We have the right to remove any material or posting you make on our Site if, in our opinion, such material does not comply with the content standards set out in our Acceptable Use Policy.
- 15.5 Commentary and other materials posted on our Site are not intended to amount to advice on which reliance should be placed. We therefore disclaim all liability and responsibility arising from any reliance placed on such materials by any visitor to our Site, or by anyone who may be informed of any of its contents.

16. Information about you and your visits to our Site

We process information about you in accordance with our Privacy Policy. By using our Site and/or ordering Products, you consent to such processing and you warrant that all data provided by you is accurate.

17. Acceptable Use Policy

- 17.1 You agree not to use our Site:
- a) in any way that breaches any applicable local, national or international law or regulation;
 - b) in any way that is unlawful or fraudulent, or has any unlawful or fraudulent purpose or effect;
 - c) for the purpose of harming or attempting to harm minors in any way; or
 - d) to transmit, or procure the sending of, any unsolicited or unauthorised advertising or promotional material or any other form of similar solicitation (spam).
- 17.2 You agree not to access without authority, interfere with, damage or disrupt:
- a) any part of our site;
 - b) any equipment or network on which our site is stored;
 - c) any software used in the provision of our site; or
 - d) any equipment or network or software owned or used by any third party.
- 17.3 You must not misuse our Site by knowingly introducing viruses, trojans, worms, logic bombs or other material which is malicious or technologically harmful. 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. You must not attack our Site via a denial-of-service attack or a distributed denial-of service attack.
- 17.4 By breaching Clause 17.1, 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.

18. Linking to our Site

- 18.1 You may link to our home page, provided you do so in a way that is fair and legal and does not damage our reputation or take advantage of it, but you must not establish a link in such a way as to suggest any form of association, approval or endorsement on our part where none exists.
- 18.2 You must not establish a link from any website that is not owned by you.
- 18.3 Our Site must not be framed on any other Site, nor may you create a link to any part of our Site other than the home page. We reserve the right to withdraw linking permission without notice. The website from which you are linking must comply in all respects with the content standards set out in our Acceptable Use Policy .
- 18.4 If you wish to link to our Site other than as set out in this Clause 18, please address your request to hello@kicsihaz.com.

19. Links from our Site

Where our Site contains links to other sites and resources provided by third parties, these links are provided for your information only. We have no control over the contents of those sites or resources, and accept no responsibility for them or for any loss or damage that may arise from your use of them.

20. Written communications

Applicable laws require that some of the information or communications we send to you should be in writing. By using our Site and/or ordering any Product(s), you accept that communication with us will be mainly electronic. We will contact you by e-mail or provide you with information by posting notices on our website. For contractual purposes, you agree to this electronic means of communication and you acknowledge that all contracts, notices, information and other communications that we provide to you electronically comply with any legal requirement that such communications be in writing. This condition does not affect your statutory rights.

21. Notices

All notices given by you to us must be given to Kicsi Haz Limited at hello@kicsihaz.com. We may give notice to you at either the e-mail or postal address you provide to us when placing an order, or in any of the ways specified in Clause 20 above. Notice will be deemed received and properly served immediately when posted on our website, 24 hours after an e-mail is sent, or 3 days after the date of posting of any letter. In proving the service of any notice, it will be sufficient to prove, in the case of a letter, that such letter was properly addressed, stamped and placed in the post and, in the case of an e-mail, that such e-mail was sent to the specified e-mail address of the addressee.

22. Transfer of rights and obligations

- 22.1 The contract between you and us is binding on you and us and on our respective successors and assignees.
- 22.2 You may not transfer, assign, charge or otherwise dispose of a Contract, or any of your rights or obligations arising under it, without our prior written consent.
- 22.3 We may transfer, assign, charge, sub-contract or otherwise dispose of a Contract, or any of our rights or obligations arising under it, at any time during the term of the Contract.

23. Events outside our control

- 23.1 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 events outside our reasonable control (each a "Force Majeure Event").
- 23.2 A Force Majeure Event includes any act, event, non-happening, omission or accident beyond our reasonable control and includes in particular (without limitation) the following:
- a) strikes, lock-outs or other industrial action;
 - b) civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not) or threat or preparation for war;
 - c) fire, explosion, storm, flood, earthquake, subsidence, epidemic or other natural disaster;
 - d) impossibility of the use of railways, shipping, aircraft, motor transport or other means of public or private transport;
 - e) impossibility of the use of public or private telecommunications networks;
 - f) the acts, decrees, legislation, regulations or restrictions of any government; and
 - g) pandemic or epidemic.
- 23.3 Our performance under any Contract is deemed to be suspended for the period that the Force Majeure Event continues, and we will have an extension of time for performance for the duration of that period. We will use our reasonable endeavours to bring the Force Majeure Event to a close or to find a solution by which our obligations under the Contract may be performed despite the Force Majeure Event.

24. Waiver

- 24.1 If we fail, at any time during the term of a Contract, to insist upon strict performance of any of your obligations under the Contract or any of these Terms, or if we fail to exercise any of the rights or remedies to which we are entitled under the Contract, this will not constitute a waiver of such rights or remedies and will not relieve you from compliance with such obligations.
- 24.2 A waiver by us of any default will not constitute a waiver of any subsequent default.
- 24.3 No waiver by us of any of these Terms will be effective unless it is expressly stated to be a waiver and is communicated to you in writing in accordance with Clause 21 above.

25. Severability

Each provision contained in each clause and sub-clause of this Agreement is enforceable independently of each of the others and a provision's validity will not be affected if any of the others is invalid. If any of those provisions is void but would be valid if some part of the provision were deleted or modified, the provision in question shall apply with such modification as may be necessary to make it valid.

26. Entire Agreement

We intend to rely upon these Terms and any document expressly referred to in them in relation to the subject matter of any Contract. While we accept responsibility for statements and representations made by our duly authorised agents, please make sure you ask for any variations from these Terms to be confirmed in writing.

27. Our right to vary these Terms

- 27.1 We have the right to revise and amend these Terms from time to time.
- 27.2 You will be subject to the policies and Terms in force at the time that you order Products from us, unless any change to those policies or these Terms is required to be made by law or governmental authority (in which case it will apply to orders previously placed by you), or if we notify you of the change to those policies or these Terms before we send you the Dispatch Confirmation (in which case we have the right to assume that you have accepted the change to the Terms, unless you notify us to the contrary within 7 working days of receipt by you of the Products).

28. Law and jurisdiction

Contracts for the purchase of Products through our Site and any dispute or claim arising out of or in connection with them or their subject matter or formation (including non-contractual disputes or claims) will be governed by English law. Any dispute or claim arising out of or in connection with such Contracts or their formation (including non-contractual disputes or claims) will be subject to the exclusive jurisdiction of the courts of England and Wales.

29. Third party rights

A person who is not party to these Terms or a Contract shall not have any rights under or in connection with them whether under the Contracts (Rights of Third Parties) Act 1999 or otherwise.