

# TERMS & CONDITIONS

ASGARD SECURE STEEL STORAGE TERMS OF SALE

## **THESE TERMS OF SALE APPLY ONLY TO CONSUMER SALES**

PLEASE READ THESE TERMS OF SALE CAREFULLY BEFORE PLACING YOUR ORDER AND RETAIN A COPY OF THESE AND YOUR ORDER FOR FUTURE REFERENCE

### **1. Formation of the contract**

1.1 These terms of sale apply to all goods supplied by Asgard Secure Steel Storage ("Asgard"), a trading division of Flexiform Business Furniture Limited a company registered in England Company Number 2542123 whose registered office is at 1392 Leeds Road, Bradford, West Yorkshire BD3 7AE ("We" or "Us").

1.2 No contract exists between you and Us for the sale of any goods until we have received and accepted your order, verified your payment and send you confirmation in writing or by email to the address or email address you have given. Once We do so, there is a binding legal contract between you and Us.

1.3 The contract is subject to your right of cancellation (see below).

1.4 We may change these terms of sale without notice to you in relation to future sales.

### **2. Description and price of the goods**

2.1 The description and price of the goods you order will be as shown in our current catalogue and/or on Our website at [www.asgardsss.co.uk](http://www.asgardsss.co.uk) at the time you place your order.

2.2 The goods are subject to availability and will normally be available for delivery within 21 days of our order confirmation. If on receipt of your order it is clear or later becomes clear that the goods you have ordered will not be available for delivery within 21 days of our order confirmation, We will inform you as soon as possible of the estimated delay and new delivery date, and should you not wish to accept such revised delivery date we will, at your request cancel the order and refund or re-credit you for any sum that has been paid by you or debited from your credit or debit card for the goods.

2.3 Every effort is made to ensure that prices shown in Our current catalogue or shown on Our website are accurate at the time you place your order. If an error is found, We will inform you as soon as possible and offer you the option of reconfirming your order at the correct price or cancelling your order. If you cancel, We will refund or re-credit you for any sum that has been paid by you or debited from your credit or debit card for the goods.

2.4 The price excludes delivery. Deliveries to an address within mainland Great Britain will be supplied at the standard delivery charge set out in Our current catalogue and on Our website. For deliveries to an address outside mainland Great

Britain you will be required to pay the cost of delivery. If you wish us to erect and install the goods you will have to pay an additional installation charge (as shown on our website and in our then current catalogue) plus VAT. We will confirm and/or notify you of the relevant delivery charge and installation charge (if any) prior to despatch of the goods.

2.5 The price of the goods and any delivery and installation charges are inclusive of VAT.

### **3. Payment**

Payment for the goods and the delivery and installation charges can be made by any method shown in Our current catalogue or shown on our website at the time you place your order.

### **4. Delivery**

4.1 We will contact you by email, telephone or fax to arrange delivery and if requested installation of the goods.

4.2 The goods you order will be delivered to the address you give when you place your order. We will notify you of the actual delivery charge prior to despatch of the goods.

4.3 If there is no one at the address given who is competent to accept delivery of the goods, you will be notified of an alternative delivery date or place to collect the goods.

4.4 Every effort will be made to delivery the goods as soon as possible after your order has been accepted, and in any event within 28 days of your order. However, We will not be liable for any loss or damage suffered by you through any reasonable or unavoidable delay in delivery. In this case, We will inform you as soon as possible.

4.5 You will become the owner of the goods you ordered and responsible for risk of loss of or damage to them once they have been delivered to you.

### **5. Your right of cancellation**

5.1 You have the right to cancel the contract at any time up to the end of seven working days after you receive the goods (see below). A working day is any day other than weekends and bank or other public holidays.

5.2 To exercise your right of cancellation, you must give Us written notice by hand or post, fax or email, at the address, fax number or email address shown below, giving details of the goods ordered and (where appropriate) their delivery.

5.3 If you exercise your right of cancellation after the goods have been delivered to you, you will be responsible for returning the goods to Us. You would need to arrange with Us to de-install the goods and collect them. You must take reasonable care to ensure the goods are not damaged in the meantime.

5.4 Once you have notified Us that you are cancelling the contract, We will refund or re-credit you within 30 days for any sum that has been paid by you or debited from

your credit or debit card for the goods less the charge for de-installing the goods and collecting them which we will notify to you once we receive your cancellation notice.

5.5 If you do not return the goods as required, We may charge you a sum not exceeding the direct costs of recovering the goods.

## **6. Warranty**

6.1 All goods supplied by Us are covered by a Warranty from the date of supply as follows: the galvanised steel carcass is warranted against perforation due to rust or water for 10 years; the lock is warranted (in accordance with the manufacturer's warranty) for 1 year; and the locking mechanism is warranted for 5 years such that We will replace the defective part or panel within the relevant time period. This warranty does not affect your statutory rights as a consumer.

6.2 This warranty does not apply to any defect in the goods arising from fair wear and tear, wilful damage, accident, negligence by you or any third party, use otherwise than as recommended by Us, failure to follow Our instructions, or any alteration or repair carried out without Our approval.

6.3 If the goods supplied to you develop a defect while under warranty, or you have any other complaint about the goods, you should notify Us in writing at the address, fax number or email address shown below.

## **7. Data protection**

7.1 We will take all reasonable precautions to keep the details of your order and payment secure, but unless We are negligent, We will not be liable for unauthorised access to information supplied by you.

7.2 We will only use the information you provide about yourself for the purpose of fulfilling your order and in accordance with your Data Protection Consent and our Privacy Policy a copy of which can be found on Our website or is available on request by contacting Us. Our contact details are set out in clause 9 below. You can correct any information about you, or ask for information about you to be deleted, by giving Us written notice at the address, fax number or email address shown below.

## **8. Applicable law**

These terms of sale and the supply of the goods will be subject to English law, and the English courts will have jurisdiction in respect of any dispute arising from the contract.

## **9. Contact Details**

If you have any query or need to contact us in respect of any of the matters mentioned above please use the following:  
Asgard Secure Steel Storage, 1392 Leeds Road, Bradford, West Yorkshire, BD3 7AE.  
Telephone: 08456 - 580730 (local rates apply); Fax: 01274 - 706222.  
e-mail: sales@asgardsss.co.uk