

Terms and Conditions

These are the terms and conditions which consumers accept when they place orders online.

Terms & Conditions

Please read the terms and conditions of this agreement carefully as, together with our privacy and cookie policies, it governs your relationship with Keylite Roof Windows Limited (the "Company", "we" or "us") and you (the "individual") and limits the liability of us to you.

By clicking "I accept" at the end of this screen and accessing the Site you are agreeing to these terms applying to the relationship between you and us. References to "you" and "your" are to you as an individual. If you use the Site or purchase goods in the course of your business, you are also agreeing to these terms on behalf of that business and references to "you" and "your" include your business.

Please refer to our Privacy Policy and Cookie Policy for details of how we look after your Personal Data and which form part of these terms and conditions. Please take time to read our Privacy and Cookie Policies as they include important terms which apply to you.

1. Price & Payment

1.1

We must receive payment of the whole of the price for the goods that you order before your order can be accepted. Once payment has been received by us, we will confirm that your order has been accepted by sending an email to you at the email address you provide in your order. The acceptance of your order brings into existence a legally binding contract for the sale and purchase of the goods ordered between you and us.

1.2

The prices payable for goods that you order are as set out on the Site and are inclusive of any applicable VAT and any delivery charges notified to you at the time of ordering.

1.3

You shall make all payments due without any deduction whether by way of set off counterclaim, discount abatement or otherwise.

2. Right To Cancel Your Contract>Returns

2.1

You may cancel your contract at any time up to the end of the 14th working day from the date you receive the ordered goods. Subject to the provisions of this clause, you do not need to give any reason for cancelling your contract. To cancel your contract you must notify us in writing.

2.2

If you have received the goods before you cancel your contract then you must notify us in writing. On receipt of your notification, we shall issue you with (a) Returns label(s) to apply to the package(s). You must then either send the goods back to us unopened and undamaged as soon as possible by secure carrier and by signed delivery or contact us and we can arrange a collection for you, in each case at your own risk and cost. You must return the goods or facilitate our collection of the goods within 14 days of your notification to us of your order cancellation. Where we arrange to collect the goods for you we will charge a minimum fee of £25.00, a minimum of £ £40.00 plus VAT where items are to be collected on pallets. Note that these are minimum collection fees and may be subject to increase depending on location of collection.

2.3

For Click & Collect returns, the goods must be returned directly to Keylite as advised on your Returns label, and not to the Click & Collect location. Original delivery charges will be refunded where appropriate (for non-trade customers).

2.4

For Trade Customers, where you exercise your right to cancel under clause 2.1 a restocking charge of 25% of the invoice value of the cancelled goods will be applied.

Note that this clause 2.3 does not apply where you enter into the contract as a consumer.

2.5

Goods must be returned in their original packaging unopened and in the same condition as when delivered to you or made available for collection by you (as applicable). All items must be returned sufficiently protected so as to avoid any damage.

3. Delivery

3.1

You will become the owner of the goods you have ordered when they have been delivered to you or if you wrongfully fail to take delivery at the agreed time or, if later, when payment in full for the goods and all associated costs and charges has been made. Once goods have been delivered they will be held at your own risk and we will not be liable for their loss or destruction. Where goods are to be collected risk passes at the time when the goods are made available for collection (and you have been notified of same. Notice here shall include verbal or telephone notice).

3.2

Any dates quoted for delivery are approximate only and we shall not be liable for any delay in delivery of same however caused. Time for delivery shall not be of the essence.

4. Limitation Of Liability

4.1

All warranties, conditions and other terms implied by statute or common law or otherwise are to the fullest extent permitted by law excluded from this Agreement.

4.2

Notwithstanding the above provisions of this clause 5, our liability will not be limited in the case of our fraud or for death or personal injury caused by our negligence. Nothing in this Agreement is intended to limit any rights you might have as a consumer under applicable local law (if you are contracting as a consumer) or other statutory rights that may not be excluded.

5. Returns For Defective Goods

5.1

Without prejudice to your rights under clause 2, you shall inspect the goods upon receipt and shall be deemed to have accepted same unless within 14 days of delivery or of same being made available for collection (as notified to you as set out above) (as applicable) you shall have notified us in writing of any defect, error or fault.

5.2

Unless there has been a dispatch error or product fault no refunds will be made in respect of carriage charges on returns.

5.3

Where any goods are defective and you have notified us in accordance with clause 4.1 above, we shall at our option either provide a refund of the price paid or repair the defective goods or provide replacement goods.

6. Notices

6.1

All notices shall be given to us via email at online@keyliteroofwindows.com; Save as otherwise provided herein, all notices to you shall be given at either the email or postal address you provide during any ordering process.

6.2

Notice will be deemed received when an email is received (or else on the next business day if it is received on a weekend or a public holiday in the place of receipt) or 3 days after the date of posting.

7. General

7.1

Every right or remedy of the Company under this Agreement is without prejudice to any other right or remedy of the Company whether under this Agreement or not.

7.2

If any provision of this Agreement is found by any court, tribunal or administrative body of competent jurisdiction to be wholly or partly illegal, invalid, void, voidable, unenforceable or unreasonable it shall to the extent of such illegality, invalidity, voidness, unenforceability or unreasonableness be deemed severable and the remaining provisions of the agreement and the remainder of such provision shall continue in full force and effect.

7.3

Failure or delay by the Company or the stockist in enforcing or partially enforcing any provision of this Agreement will not be construed as a waiver of any of their respective rights under this Agreement.

7.4

Any waiver by the Company of any breach of or any default under any provision of the contract by you will not be deemed a waiver of any subsequent breach or default and will in no way affect the other terms of this Agreement.

7.5

The formation, existence, construction, performance, validity and all aspects of this Agreement shall be governed by Northern Irish law and the parties submit to the non exclusive jurisdiction of the Northern Irish courts.