

**Please read the following important terms and conditions before you buy anything on our website or the online marketplace and check that they contain everything you want and nothing that you are not willing to agree to.**

**Summary of some of your key rights:**

The Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 say that up to 14 days after receiving your goods, in most cases, you can change your mind and get a full refund.

The Consumer Rights Act 2015 says goods must be as described, fit for purpose and of satisfactory quality. During the expected lifespan of your product you're entitled to the following:

- up to 30 days: if your goods are faulty, you can get a refund;
- up to six months: if it can't be repaired or replaced, then you're entitled to a full refund in most cases;
- up to six years: if the goods do not last a reasonable length of time, you may be entitled to some money back.

This is a summary of some of your key rights. For detailed information from Citizens Advice please visit [www.citizensadvice.org.uk](http://www.citizensadvice.org.uk) or call 0808 223 1133.

The information in this summary box summarises some of your key rights. It is not intended to replace the contract below, which you should read carefully.

This contract sets out:

- your legal rights and responsibilities;
- our legal rights and responsibilities; and
- certain key information required by law.

In this contract:

**'we', 'us' or 'our'** means Kawai UK Limited;

**'you' or 'your'** means the person using our site to buy goods from us; and

**'site'** means [kawai.co.uk](http://kawai.co.uk), any marketplace website and our agent's/dealer's website where our goods are sold from time to time.

If you have any questions about this contract or any orders you have placed, please contact us by email to [sales@kawai.co.uk](mailto:sales@kawai.co.uk).

## Who are we?

We are Kawai UK Limited a company registered in England and Wales under company number: 02007319.

Our registered office is at: Unit 8, Dunfermline Court, Maidstone Road, Milton Keynes, Buckinghamshire, MK10 0BY.

Our VAT number is: GB423543276.

The details of this contract will not be filed by us. Please print out or save a copy of this contract for your records as we will not save a copy for you.

### **1 Introduction**

- 1.1 If you buy goods on our site you agree to be legally bound by this contract.
- 1.2 These terms and conditions apply only if you are buying goods on our site as a consumer (ie for purposes outside of your business, craft or profession). If you are buying goods on our site in the course of business, our business terms and conditions apply to such purchases and can be provided on request.
- 1.3 This contract is only available in English. No other languages will apply to this contract.

### **2 Information we give you**

- 2.1 We are required to give you certain key information before a legally binding contract between you and us is made.
- 2.2 This key information is on:
  - 2.2.1 the main characteristics of the goods you want to buy,
  - 2.2.2 who we are, where we are based and how you can contact us,
  - 2.2.3 the total price of the goods including any taxes (or where this cannot reasonably be worked out in advance, the manner in which we will work out the price),
  - 2.2.4 all additional delivery charges (or where this cannot reasonably be worked out in advance, the fact that such additional charges may be payable),
  - 2.2.5 the arrangements for payment, delivery, performance, and the time by which we will deliver the goods,
  - 2.2.6 the fact that we are under a legal duty to supply goods that are in conformity with the contract, and
  - 2.2.7 our guarantees.

2.3 The key information we give you by law forms part of this contract (as though it is set out in full here).

2.4 If we have to change any key information once a legally binding contract between you and us is made, we can only do this if you agree to it.

### **3 Your privacy and personal information**

3.1 Our **Privacy Policy** is available at: <https://bit.ly/KUKPrivacy>

3.2 Your privacy and personal information are important to us. Any personal information that you provide to us will be dealt with in line with our Privacy Policy, which explains what personal information we collect from you, how and why we collect, store, use and share such information, your rights in relation to your personal information and how to contact us and supervisory authorities if you have a query or complaint about the use of your personal information.

### **4 Ordering goods from us**

4.1 Below, we set out how a legally binding contract between you and us is made.

4.2 Any quotation given by us before you make an order for goods is not a binding offer by us to supply such goods.

4.3 When you decide to place an order for goods with us, this is when you offer to buy such goods from us.

4.4 When placing an order on the site, please read and check your order carefully before submitting it. You will be able to correct any errors before submitting your order to us.

4.5 When you place your order with us, at the end of the online checkout process, we will acknowledge it by email. This acknowledgement does not, however, mean that your order has been accepted by us.

4.6 We may contact you to say that we do not accept your order. This is typically for the following reasons:

4.6.1 the goods are unavailable;

4.6.2 we cannot authorise your payment;

4.6.3 you are not allowed to buy the goods from us (for example, because you are under age to order the selected goods);

4.6.4 we are not allowed to sell the goods to you;

4.6.5 you have ordered too many goods; or

4.6.6 there has been a mistake on the pricing or description of the goods.

4.7 We will only accept your order when we email you to confirm this (**Confirmation Email**). At this point:

4.7.1 a legally binding contract will be in place between you and us; and

4.7.2 we will dispatch the goods to you.

## **5 Right to cancel**

5.1 You have the right to cancel this contract within 14 days without giving any reason.

5.2 The cancellation period will expire after 14 days from the day on which you acquire, or a third party other than the carrier and indicated by you acquires, physical possession of the goods.

5.3 To exercise the right to cancel, you must inform us of your decision to cancel this contract by a clear statement (eg a letter sent by post or email) using the contact details at the beginning of these terms.

5.4 To meet the cancellation deadline, it is sufficient for you to send your communication concerning your exercise of the right to cancel before the cancellation period has expired.

## **6 Effects of cancellation**

6.1 If you cancel this contract, we will reimburse to you all payments received from you, including the costs of delivery (except for the supplementary costs arising if you chose a type of delivery other than the least expensive type of standard delivery offered by us).

6.2 We may make a deduction from the reimbursement for loss in value of any goods supplied, if the loss is the result of unnecessary handling by you.

6.3 We will make the reimbursement without undue delay, and not later than:

6.3.1 14 days after the day we received back from you any goods supplied; or

6.3.2 (if earlier) 14 days after the day you provide evidence that you have returned the goods; or

6.3.3 if there were no goods supplied, 14 days after the day on which we are informed about your decision to cancel this contract.

6.4 We will make the reimbursement using the same means of payment as you used for the initial transaction, unless you have expressly agreed otherwise; in any event, you will not incur any fees as a result of the reimbursement.

6.5 We may withhold reimbursement until we have received the goods back or you have supplied evidence of having sent back the goods, whichever is the earliest.

6.6 If you have received the goods:

- 6.6.1 you shall send back the goods, without undue delay and in any event not later than 14 days from the day on which you communicate your cancellation from this contract to us. The deadline is met if you send back the goods before the period of 14 days has expired;
- 6.6.2 you will have to bear the direct cost of returning the goods; and
- 6.6.3 you are only liable for any diminished value of the goods resulting from the handling, other than what is necessary to establish the nature, characteristics and functioning, of the goods.

## **7 Delivery**

- 7.1 We use third party couriers to deliver our goods. During the online checkout process, you will be given available delivery options to choose from including the associated costs.
- 7.2 The estimated date for delivery of the goods is set out in the Confirmation Email (see clause 4.7).
- 7.3 If something happens which is outside of our control and affects the estimated date of delivery, we will provide you with a revised estimated date for delivery.
- 7.4 We shall use all reasonable endeavours to deliver the goods by the date or dates set out in the Confirmation Email.
- 7.5 Delivery will take place at the address specified by you when you placed your order with us.
- 7.6 If the information given by you to us in relation to the delivery of the goods we may increase the cost of delivery price quoted to cover any increase in costs that the alteration may incur and amend the delivery date.
- 7.7 Unless you and we agree otherwise, if we cannot deliver your goods within 30 days of the date of your Confirmation Email, we will:
  - 7.7.1 let you know;
  - 7.7.2 cancel your order; and
  - 7.7.3 offer you a refund.
- 7.8 You are responsible for the goods once they have been delivered to the address specified by you when you placed your order with us. In other words, the risk in the goods passes to you when you take, or a third party nominated by you takes, possession of the goods
- 7.9 We do not make deliveries to any addresses outside of the UK and Republic of Ireland.
- 7.10 We may deliver your goods in instalments and we will email you to confirm the same.

## **8 Payment**

- 8.1 We accept all major credit cards and debit cards. We do not accept cash or cheques. Please note that if you place an order with us directly, we do not accept American Express.
- 8.2 We will do all that we reasonably can to ensure that all of the information you give us when paying for the goods is secure by using an encrypted secure payment mechanism. However, in the absence of negligence on our part, any failure by us to comply with this contract or our Privacy Policy (see clause 3) or breach by us of our duties under applicable laws, we will not be legally responsible to you for any loss that you may suffer if a third party gains unauthorised access to any information that you give us.
- 8.3 Your credit card or debit card will only be charged when the goods are dispatched.
- 8.4 All payments by credit card or debit card need to be authorised by the relevant card issuer.
- 8.5 If your payment is not received by us and you have already received the goods, you must:
- 8.5.1 pay for such goods as soon as possible and in any case within 30 days; or
  - 8.5.2 return them to us as soon as possible and in any case within 30 days. If so, you must keep the goods in your possession, take reasonable care of them (including ensuring that you follow any instructions or manuals given with the goods) and not use them before you return them to us.
- 8.6 If you do not pay for the goods and fail to return them in accordance with clause 8.5, we may collect the goods from you at your expense. We will try to contact you to let you know if we intend to do this.
- 8.7 Nothing in this clause affects your legal rights to cancel the contract during the cancellation period as set out in clauses 5 and 6.
- 8.8 All prices are in pounds sterling (£) (GBP) and include VAT at the applicable rate, but exclude delivery charges.

## **9 Nature of the goods**

- 9.1 You have certain legal rights in relation to the nature of goods (also known as ‘statutory rights’). The goods that we provide to you must be as described, fit for purpose and of satisfactory quality.
- 9.2 We are under a legal duty to supply you with goods that are in conformity with this contract.
- 9.3 The packaging of the goods may be different from that shown on the site.
- 9.4 While we try to make sure that:

- 9.4.1 all weights, sizes and measurements set out on the site are as accurate as possible, there may be a small tolerance in such weights, sizes and measurements in the goods; and
- 9.4.2 the colours of our goods are displayed accurately on the site, the actual colours that you see on your device may vary depending on the device that you use.
- 9.5 Any goods sold at discount prices, as remnants or as b-stock, will be identified and sold as such. Please check that they are of a satisfactory quality for their intended use.
- 9.6 If we can't supply certain goods, we may need to substitute them with alternative goods of equal or better standard and value. In this case:
  - 9.6.1 we will let you know if we intend to do this but this may not always be possible; and
  - 9.6.2 you can refuse to accept such substitutes, in which case we will offer you a refund or a replacement and let you know how long such an offer remains open for.

## **10 Faulty goods and guarantee**

- 10.1 Your legal rights in relation to faulty goods (also known as 'statutory rights') are set out at the beginning of these terms. They are a summary of some of your key rights. For more detailed information on your rights and what you should expect from us, please:
  - 10.1.1 contact us using the contact details at the beginning of these terms; or
  - 10.1.2 visit the Citizens Advice website [www.citizensadvice.org.uk](http://www.citizensadvice.org.uk) or call 0808 223 1133.
- 10.2 We warrant that the goods shall, for a period of up to 10 years (depending on the specific item, e.g. an Acoustic Piano and a Digital Piano, as detailed and updated on our website from time to time: <https://www.kawai.co.uk/support/garantie/>) from the date of delivery (the **Warranty Period**):
  - 10.2.1 conform in all material respects to the goods listed on the sire; and
  - 10.2.2 be free from material defects in design, material and workmanship.
- 10.3 You may reject any goods that do not comply with clause 10.2, by:
  - 10.3.1 sending us an email or letter to reject and return the goods:
    - (a) during the Warranty Period in the case of defects discoverable by physical inspection carried out on delivery of the goods;
    - (b) in the case of latent defects (not immediately apparent when inspecting the goods), during the Warranty Period or, if the Warranty Period has expired, within one month from the date on which you became aware (or should reasonably have become aware) of the defect;

- 10.3.2 provides us with sufficient information as to the nature and extent of defects and how the goods had been used put prior to the defect arising;
  - 10.3.3 gives the us the opportunity to examine the defective goods; and
  - 10.3.4 returns any goods rejected under clause 10.3.
- 10.4 Your sole and exclusive remedy, as soon as reasonably practicable after receiving a written notification in accordance with clause 10.2, we shall, at our option:
- 10.4.1 repair or replace the goods; or
  - 10.4.2 provide you with a full refund of the price paid for the goods.
- 10.5 These terms and conditions, including the warranties set out in clause 10.2, shall apply to any of the goods that are repaired or replaced with effect from the date of delivery of the repaired or replaced goods.
- 10.6 We shall not be liable for any breach of clause 10.2:
- 10.6.1 where such failure arises as a result of wear and tear, wilful damage by you or a third party, or negligence by you or a third party, or could be expected to arise in the normal course of use of the goods;
  - 10.6.2 to the extent caused by your failure to comply with our instructions in relation to the goods, including any instructions on installation, operation, storage or maintenance;
  - 10.6.3 to the extent caused by us following any specification, instruction or requirement of or given by you in relation to the goods;
  - 10.6.4 where you modify any goods; or
  - 10.6.5 where you use any of the goods after notifying us that they do not comply with clause 10.2.
- 10.7 Clauses 10.3 and 10.4 set out your sole and exclusive remedies for any breach by us of clause 10.2.
- 10.8 Nothing in this contract affects your legal rights if the goods are faulty. You may also have other rights in law.
- 10.9 If your goods are faulty, please contact us using the contact details at the beginning of these terms.

## **11 End of the contract**

If this contract is ended, it will not affect our right to receive any money which you owe to us under this contract.

## **12 Limitation of our liability**

12.1 Except for any legal responsibility that we cannot exclude in law (such as for death or personal injury) or arising under applicable laws relating to the protection of your personal information, we are not legally responsible for any:

12.1.1 losses that were not foreseeable to you and us when the contract was formed;

12.1.2 losses that were not caused by any breach on our part;

12.1.3 business losses; or

12.1.4 losses to non-consumers.

## **13 Third party rights**

No one other than a party to this contract has any right to enforce any term of this contract.

## **14 Governing Law and Jurisdiction**

14.1 We will try to resolve any disputes with you quickly and efficiently. If you are unhappy with the goods you ordered, our service to you or any other matter, please contact us as soon as possible using the contact details set out at the beginning of these terms.

14.2 The laws of England and Wales apply to this contract, although if you are resident elsewhere you will retain the benefit of any mandatory protections given to you by the laws of that country.

14.3 Any disputes will be subject to the non-exclusive jurisdiction of the courts of England and Wales. This means that you can choose whether to bring a claim in the courts of England and Wales or in the courts of another part of the UK in which you live.