

Terms And Conditions

Please read all these terms and conditions.

As we can accept your order and make a legally enforceable agreement without further reference to you, you must read these terms and conditions to make sure that they contain all that you want and nothing that you are not happy with.

Application

1. These Terms and Conditions will apply to the purchase of the services and goods by you (the **Customer** or **you**). We are HouseBoundInc Ltd whose trading name is krib a company registered in England and Wales under number 13232959 whose registered office is at Cardiff Gate Business Park, Ty Derw, Lime Tree Court, Cardiff, CF23 8AB with email address info@krib.co.uk; (the **Supplier** or us or **we**).
2. These are the terms on which we sell all Services to you. Before placing an order on the Website, you will be asked to agree to these Terms and Conditions by clicking on the button marked 'I Accept'. If you do not click on the button, you will not be able to complete your Order. You can only purchase the Services and Goods from the Website if you are eligible to enter into a contract and are at least 18 years old.

Interpretation	
3. Consumer	means an individual purchasing, using and advertising on the website;
4. Contract	means the legally-binding agreement between you and us for the supply of the Services;
5. Durable Medium	means paper or email, or any other medium that allows information to be addressed personally to the recipient, enables the recipient to store the information in a way accessible for future reference for a period that is long enough for the purposes of the information, and allows the unchanged reproduction of the information
6. Order	means the Customer's order for the Services from the Supplier as submitted following the step by step process set out on the Website;
7. Privacy Policy	means the terms which set out how we will deal with confidential and personal information received from you via the Website;

8. Services	means the marketing services provided by the Website to you. Website means our website www.krib.co.uk on which the Services are advertised.
9. Website	means our website www.krib.co.uk on which your advertising space will be provided.

Services

10. The description of the Services and any Goods is as set out in the Website, catalogues, brochures or other form of advisement. Any description is for illustrative purposes only. All responsibility and liability for accuracy and honesty of details is that of the customer. Declaration must be confirmed before an order can be accepted.
11. In the case of Services and any Goods offered by you, it is your responsibility to ensure that any information or specification you provide is accurate.
12. All Services which appear on the Website are subject to availability.
13. We can make changes to the Services which are necessary to comply with any applicable law or safety requirement. We will notify you of these changes.

Customer responsibilities

14. You must co-operate with us in all matters relating to the Services, listing, description and ownership. The customer is solely liable for the accuracy of the information provided. You must provide us with all information required for the Service, and obtain any necessary licences and consents (unless otherwise agreed).
15. Failure to comply with the above is a Customer default which entitles us to suspend performance of the Services until you remedy it or if you fail to remedy it following our request, we can terminate the Contract with immediate effect on written notice to you

Personal Information and Registration

16. When registering to use the Website you must set up a username and password. You remain responsible for all actions taken under the chosen username and password and undertake not to disclose your username and password to anyone else and keep them secret
17. We retain and use all information strictly under the Privacy Policy.

18. We may contact you by using e-mail or other electronic communication methods and by pre-paid post and you expressly agree to this

Basis of Sale

19. The description of the Services and any Goods in our website does not constitute a contractual offer to sell the Services. When an Order has been submitted on the Website, we can reject it for any reason although we will try to tell you the reason without delay.
20. The order/listing process is set out on the Website. Each step allows you to check and amend any errors before submitting the Order/listing. It is your responsibility to check that you have used the listing process correctly.
21. A Contract will be formed for the Services ordered only when you receive an email from us confirming the success of your order (**Order Confirmation**). You must ensure that the Order Confirmation is complete and accurate and inform us immediately of any errors. We are not responsible for any inaccuracies in the Order/listing placed by you. By placing an Order/listing you agree to us giving you confirmation of the Contract by means of an email with all information in it (ie the Order/listing Confirmation). You will receive the Order Confirmation within a reasonable time after making the Contract, but in any event not later 24 hours after payment has been successfully received. The service supplied under the Contract will not begin before order/listing confirmation.
22. Any quotation or Fees (as defined below) is valid for a maximum period of 30 days, unless we expressly withdraw it at an earlier time.
23. No variation of the Contract, whether about the Services, Fee or otherwise, can be made after it has been entered into unless the variation is agreed by the Customer and the Supplier in writing.
24. We intend that these Terms and Conditions apply only to a Contract entered into by you as a Consumer. If this is not the case, you must tell us so that we can provide you with a different contract with terms which are more appropriate for you and which might, in some respects, be better for you, eg giving you rights as a business.

Fees & Payment

25. The fees (**Fees**) for the service including any other charges is that set out on the Website at the date we accept the Order/listing or such other price as we may agree in writing. Prices for Services may be calculated on a fixed price.
26. You must pay by submitting your credit or debit card details with your Order where we can take payment immediately before delivery of the Services.

Delivery

27. We will deliver the Services by the time or within the agreed period or, failing any agreement:
- a. in the case of Services, within a reasonable time.
28. In any case, regardless of events beyond our control, if we do not deliver the Services on time, you can request us to reduce the Fees or charges by an appropriate amount (including the right to receive a refund for anything already paid above the reduced amount). The amount of the reduction can, where appropriate, be up to the full amount of the Fees or charges.
29. If you were entitled to treat the contract at an end, but do not do so, you are not prevented from cancelling the service, and if you do this, we will (in addition to other remedies) without delay return all payments made under the Contract for any such cancelled or rejected services, provisions and provided you are not liable for extra charges.
30. We do not currently deliver services to outside England and Wales, Scotland, Northern Ireland, the Isle of Man and Channels Islands.
31. The Goods will become your responsibility from the completion of the descriptions, images, details and property for the Customer. You must examine the listing and details before commencing marketing.

Risk & Title

32. **All Risk relating to property listing, descriptions, declaration of material information, non disclosure of issues, or fraudulent claims of ownership, including sale of property fraudulently is assumed by the Customer "you". We accept no liability relating to property listing, descriptions, declaration of material information, non disclosure of issues, or fraudulent claims of ownership, including sale of property fraudulently.**
33. **You can not use our service until we have received payment in full.**

Withdrawal and Cancellation

34. You can withdraw from our service by telling us before the Contract is made, if you simply wish to change your mind and without giving us a reason, and without incurring any liability.

This is a distance contract (as defined below) which has the cancellation rights (Cancellation Rights) set out below. These Cancellation Rights, however, do not apply, to a contract for the following goods and services (with no others) in the following circumstances:

goods that are made to your specifications or are clearly personalised;
goods which are liable to deteriorate or expire rapidly

Rights to cancel

35. Subject as stated in these Terms and Conditions, you can cancel this contract within 14 days without giving any reason.
36. In a contract for the supply of services only (without goods), the cancellation period will expire 14 days from the day the Contract was entered into.
37. To exercise the right to cancel, you must inform us of your decision to cancel this Contract by a clear statement setting out your decision (eg a letter sent by post or email). In any event, you must be able to show clear evidence of when the cancellation was made.
38. You can also electronically submit the/a cancellation form or any other clear statement of the Customer's decision to cancel the Contract on our website www.krib.co.uk. If you use this option, we will communicate to you an acknowledgement of receipt of such a cancellation in a Durable Medium (eg by email) without delay.
39. 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.

Commencement of services in the cancellation period

40. *We must not begin the supply of a service (being part of the Services before the end of the cancellation period unless you have made an express request for the service.*

Effects of cancellation in the cancellation Period

- 41.** Except as set out below, if you cancel this Order\Contract, we will reimburse to you all payments received from you.

Payment for Services commenced during the cancellation period

- 42.** Where a service is supplied (being part of the Service) before the end of the cancellation period in response to your express request to do so, you must pay an amount for the supply of the service for the period for which it is supplied, ending with the time when we are informed of your decision to cancel the Contract. This amount is in proportion to what has been supplied in comparison with the full coverage of the Contract. This amount is to be calculated on the basis of the total price agreed in the Contract or, if the total price were to be excessive, on the basis of the value of the service that has been supplied. You will bear no cost for supply of that service, in full or in part, in this cancellation period if that service is not supplied in response to such a request

Timing of reimbursement

- 42.** If undisputed, we will make the reimbursement without undue delay, and not later than 14 days after the day on which we are informed about your decision to cancel this Contract.
- 43.** 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.
- 44.** For the purposes of these Cancellation Rights, these words have the following meanings:
- a. distance contract means a contract concluded between a trader and a consumer under an organised distance sales or service-provision scheme without the simultaneous physical presence of the trader and the consumer, with the exclusive use of one or more means of distance communication up to and including the time at which the contract is concluded;
 - b. sales contract means a contract under which a trader transfers or agrees to transfer the ownership of goods to a consumer and the consumer pays or agrees to pay the price, including any contract that has both goods and services as its object.

Conformity

45. We have a legal duty to supply the service in conformity with the Contract, and will not have conformed if it does not meet the following obligation
46. In relation to the Services, anything we say or write to you, or anything someone else says or writes to you on our behalf, about us or about the Services, is a term of the Contract (which we must comply with) if you take it into account when deciding to enter this Contract, or when making any decision about the Services after entering into this Contract. Anything you take into account is subject to anything that qualified it and was said or written to you by us or on behalf of us on the same occasion, and any change to it that has been expressly agreed between us (before entering this Contract or later).

Duration, termination and suspension

47. The Contract continues as long as it takes us to perform the Services; or 6 months as a maximum period after commencement of the contract.
48. Either you or we may terminate the Contract or suspend the Services at any time by a written notice of termination or suspension to the other if that other, commits a serious breach, or series of breaches resulting in a serious breach, of the Contract and the breach either cannot be fixed or is not fixed within 30 days of the written notice
49. On termination of the contract for any reason, any of our respective remaining rights and liabilities will not be affected.

Circumstances beyond the control of either party

50. In the event of any failure by a party because of something beyond its reasonable control:
- a. the party will advise the other party as soon as reasonably practical; and
 - b. the party's obligations will be suspended so far as is reasonable, provided that that party will act reasonably, and the party will not be liable for any failure which it could not reasonably avoid, but this will not affect the Customer's above rights (and the right to cancel below).

Privacy

51. Your privacy is critical to us. We respect your privacy and comply with the General Data Protection Regulation with regard to your personal information.
52. These Terms and Conditions should be read alongside, and are in addition to our policies, including our privacy policy (www.krib.co.uk) and cookies policy (www.krib.co.uk).

- 53. For the purposes of these Terms and Conditions:**
- a. Data Protection Laws means any applicable law relating to the processing of Personal Data, including, but not limited to the GDPR.**
 - b. 'GDPR' means the UK General Data Protection Regulation.**
 - c. 'Data Controller, 'Personal Data and 'Processing' shall have the same meaning as in the GDPR. We are a Data Controller of the Personal Data we Process in providing the Services and Goods to you.**
- 54. Where you supply Personal Data to us so we can provide Services and Goods to you, and we Process that Personal Data in the course of providing the Services and Goods to you, we will comply with our obligations imposed by the Data Protection Laws:**
- a. before or at the time of collecting Personal Data, we will identify the purposes for which information is being collected;**

Purposes of these terms and Conditions:

- a. "Data Protection Laws' means any applicable law relating to the processing of Personal Data, including, but not**
- b. 'GDPR' means the UK General Data Protection Regulation.**
- c. Data Controller, Personal Data' and 'Processing' shall have the same meaning as in the GDPR.**

We are a Data Controller of the Personal Data we Process in providing the Services and Goods to you.

- 55. Where you supply Personal Data to us so we can provide Services and Goods to you, and we Process that Personal Data providing the Services and Goods to you, we will comply with our obligations imposed by the Data Protection Laws:**
- a. before or at the time of collecting Personal Data, we will identify the purposes for which information is being call**
 - a. we will only Process Personal Data for the purposes identified;**
 - b. we will respect your rights in relation to your Personal Data; and**
 - c. we will implement technical and organisational measures to ensure your Personal Data is secure.**

- 56. For any enquiries or complaints regarding data privacy, you can e-mail: info@krib.co.uk**

Excluding liability

- 57.** The customer does not exclude liability for: (i) any fraudulent act or omission; or (ii) death or personal injury caused by negligence or breach of the customer's other legal obligations. Subject to this, we are not liable for (i) loss which was not reasonably foreseeable to both parties at the time when the Contract was made, or (ii) loss (eg loss of profit) to your business, trade, craft or profession which would not be suffered by a Consumer - because we believe you are not buying the Services and Goods wholly or mainly for your business, trade, craft or profession.

Governing law, jurisdiction and complaints

- 58.** The Contract (including any non-contractual matters) is governed by the law of England and Wales.
- 59.** Disputes can be submitted to the jurisdiction of the courts of England and Wales or, where the Customer lives in Scotland or Northern Ireland, in the courts of respectively Scotland or Northern Ireland.
- 60.** We try to avoid any dispute, so we deal with complaints as follows:
If a customer has a complaint or wishes to raise concern, they should contact us to notify us of this using the contact details on the website.
We will aim to respond to the complaint or concern within 5 working days.

Model cancellation Form

To
House BoundInc Ltd
Brynderyn Lodge
Peterston-super-Ely
Cardiff
CF5 6NE

Email address: info@krib.co.uk

I/We*] hereby give notice that I/We [*] cancel my/our [*] contract of sale [*] for the supply of services [*] Ordered on [* received on (*).
(date received)

Name of customer(s)

Address of customer(s)

Signature of customer(s) (only if this form is notified on paper)

Date

[*] delete as appropriate