



TERMS AND CONDITIONS CONTAINING PRIVACY POLICY

§ 1. General provisions

1. The terms and conditions and privacy policy and the use of cookies on the website (hereafter ‘the Policy’) has been drawn up and accepted by Lejmans Limited.
2. The following terms used in the Policy are defined as:
 - Website:** the <https://refurbishedtreasure.com> website
 - User:** an individual register own legal personality
 - Owner:** Lejmans Limited, 71-75 Shelton street, WC2H 9JQ, United Kingdom, registered number: 11332146.
 - Company Email:** customerservice@refurbishedtreasure.com
 - Cookies:** text files sent by the Website and saved onto the User’s terminal device which the User uses while viewing internet sites. These files contain information essential for the proper functioning of the Website. Most often, cookies contain the names of the internet website domains from which they come, the duration of time they have stored on the device, and their number.
3. In particular, the aim of the Policy is to:
 - Share information with users concerning the use of Cookies on the Website as required by law, including telecommunications law.
 - Ensure the protection of Users’ privacy regarding proper standards and requirements as defined in legally binding regulations.
 - The Owner will limit the gathering and use of information concerning Users to the necessary minimum required in order to provide services to them.
 - With the aim of having full access through the Website to the contents and services being offered by the Owner, it is recommended to accept the regulations resulting from the Policy.
 - Process order placed by user.
4. All orders placed by you and purchases of goods from us (whether in-store, by telephone, via our website or by such other means as we may permit) are on the basis of these Terms and Conditions and are subject to acceptance by us either (as applicable):
 - by delivery of the goods to you
 - by providing the goods you have purchased to you at the trade counter, at which point a legally binding contract is constituted between you and us.

5. The processing of your payment and acknowledgement of your order (including sending you an email confirming your order is being processed) does not constitute legal acceptance of your order.
6. If any provision of these Terms and Conditions (including any provision in which we exclude or limit our liability to you) is found to be invalid, illegal or unenforceable, the validity, legality or enforceability of the other provisions of these Terms and Conditions and the remainder of the provision in question shall not be affected. Our contract shall be governed by and interpreted in accordance with English law.
7. All images are for illustration purposes only. Contents / accessories shown in images are not included unless stated in product description.
8. If you wish to make an order, cancel or discuss your order, or make a complaint with respect to your order, please contact us by phone on 07595971799 , or by email at customerservice@refurbishedtreasure.com. Calls may be recorded for quality and training purposes.

§ 2. Ordering

1. On our website, you may place an order to purchase a product advertised for sale by following the on screen prompts after clicking on the item you wish to purchase. You will have an opportunity to check and correct any input errors in your order up until the point at which you place your order and go to checkout page.
2. All orders placed by you and purchases of goods by you from us, are subject to acceptance by us. We may choose not to accept your order or purchase for any reason and will not be liable to you or to anyone else in those circumstances.
3. Where we accept your order, we have a legal duty to supply goods that are in conformity with these Terms and Conditions.

§ 3. Price & Payment

1. The price payable for the goods you order or purchase is as set out in store and on our website at the time you submit your order plus any charges for delivery as advised to you. All prices include the current applicable VAT rate unless otherwise stated.
2. Occasionally, an error may occur and goods may be either incorrectly priced or described in which case we will not be obliged to supply the goods at the incorrect price or in accordance with the incorrect description or at all. We reserve the right to correct any errors from time to time. We will (at our discretion) either cancel your order and refund the price you have paid or use reasonable endeavours to contact you and ask you whether you wish to continue with the order at the correct price or correct description. If we are unable to contact you or

you do not wish to continue with the order at the correct price or correct description, we will cancel your order and refund the price you have paid.

3. We must receive payment for the whole of the price of the goods you order and purchase, and any applicable charges for delivery, before your order can be processed unless we have agreed otherwise in advance in writing.
4. For website orders, payment can be made by most major credit or debit cards or PayPal, by completing the relevant details on the checkout page.
5. By using a credit/debit card to pay for your order or purchase, you confirm that the card being used is yours or that you are authorised to use it. By using PayPal you confirm that the PayPal account being used is yours.
6. All credit/debit card holders are subject to validation checks and authorisation by the card issuer. All PayPal payments are subject to authorisation by PayPal. If the issuer of the card or PayPal refuses to authorise payment we will not accept your order or purchase, we will not be obliged to inform you of the reason for the refusal, and we will not be liable for the item not being delivered or provided to you. We are not responsible for the card issuer or bank charging the holder of the card as a result of our processing of your credit/debit card payment in accordance with your order or purchase or if PayPal charges you for making the order.
7. We recommend that you do not communicate your payment card details or PayPal details and password to anyone, including us. We cannot be responsible for any losses you may incur in transmitting information to us by internet link or by email. Any such loss shall be entirely your responsibility.
8. If you are a trade customer, you are responsible for all orders placed by your employees and for any purchases made on cards issued to you (including Trade UK cards) and we are not bound by any individual order limit you may impose on your employees.
9. If you are a trade customer, you may not withhold payment of any invoice or other amount due to us by reason of any right of set off or counterclaim, which you may have, or allege to have.
10. We shall be entitled at all times to set off any debt or claim which we may have against you against any sums due from us to you.
11. The format of our invoice and statements to you will solely be dictated by us.
12. If you choose automation payments or payments according to website and you will not pay within 3 days from placed order your order can be cancelled without any responsibility from us at any time.

§ 4. Delivery & Title

1. Unless you choose to collect the goods from one of our trade counters or designated place and except in exceptional circumstances, we aim to deliver the goods in accordance with your order usually within the stated delivery time (except in exceptional circumstances) but not more than 30 days after the day you place your order, unless otherwise agreed between you and us. We reserve the right to deliver an order in instalments by separate delivery shipments.
2. Before placing your order, please refer to the delivery options set out on our website and in our catalogues to ensure that we can deliver to your address. A valid signature may be required on collection or delivery. In the unlikely event that you have not received all the goods within the stated delivery time, you must notify us immediately.
3. For reasons of health and safety and to avoid any property damage, items can only be delivered to the exterior of a ground floor location at the delivery address. You must therefore make your own arrangements at your own risk if the relevant item needs to be transported from the delivery location. We will not provide any unpacking, installation, fitting or waste removal services upon delivery unless otherwise agreed by us in writing.
4. You must do all that you reasonably can to enable delivery to take place at the given time and place. If you delay delivery, or delivery fails because you have not taken appropriate steps, we will try to arrange for an alternative delivery date within 30 days of the failed delivery. If delivery fails as a result of circumstances within your reasonable control, the cost of any re-delivery shall be borne by you. If we are unable to arrange a date for re-delivery we may cancel your order and refund to you the price that you have paid for the goods.
5. Upon delivery of the goods to you or collection of the goods by you, the goods shall be at your risk and responsibility. In spite of delivery or collection, ownership (also known as “title”) in the goods shall not pass to you until you have paid the price for the goods in full and, where other sums payable to us from you are overdue, you have paid those sums too. Until title in the goods passes from us to you, you shall:
 - not be entitled to use the goods
 - safely hold the goods for us
 - return the goods to us immediately if we ask you to
 - be liable to us for any loss, damage or destruction of the goods.

In addition, until title in the goods passes from us to you, you shall store the goods at your own cost separately from all other goods in your possession and marked in such a way that they are clearly identified as our property. You grant us an irrevocable licence to enter, with

or without vehicles, any of your premises for the purpose of inspecting or repossessing the goods.

§ 5. Collection

1. These services are available on all goods marked as available for "Collection in Person" on our website and in our catalogue.
2. Before you place your order you will be asked to confirm which way you wish to receive the item from. Later changes could not be possible.
3. Any item not in stock but long term delivery unlimited on the day of ordering can usually be made available during the 3 weeks time. Alternatively, where possible we can send part the available goods and send the remaining goods after we receive goods from the manufacturer.
4. Items are available for collection after agreement when and where will be collected. Usually place for collection is in NG5 1FD area.
5. We will carry out an in store verification before you can collect your goods.
6. If you do not collect your order or not contact with us for re-arrange collection date and time within 3 days from placed order by you then your order will be cancelled and the value of your order will be refund.

§ 6. Availability

All goods are subject to availability. While we endeavour to hold sufficient stock to meet all orders and purchases, if we have insufficient stock to supply or deliver the goods ordered and paid for by you, we will attempt to contact you using the details you have provided to us to ask you how you wish to proceed. We may, at our discretion, process any part of the order which is available. Where goods are out of stock, we will refund you the price paid for such goods as soon as possible and in any case within 14 days.

§ 7. Manufacturer's Warranties & Guarantees

1. Some of our goods are sold with a manufacturer's warranty, guarantee or similar assurance (please see the relevant product description on our website for further details). Any complaint, query or claim under a manufacturer's warranty, guarantee or similar assurance must be made within warranty time.
2. Any manufacturer's warranty, guarantee or similar assurance applies in addition to your legal rights if you are a consumer.
3. Some products may feature an extended manufacturer's warranty – see the product description for more information

§ 8. Cancellation, Returns & Refunds

1. You may cancel your order and return the items purchased to us by giving us notice of cancellation within calendar 30 days of the date of delivery to you or your collection. In relation to goods delivered to you, you may need to take delivery of the goods before you can cancel your order if the goods are placed into our delivery process before we receive your notice of cancellation.
2. You will lose your right to cancel after the expiry of the 30 day period referred to in clause 8.1 (this does not affect your rights if there is any problem with the goods).
3. To exercise your right to cancel, you may inform us of your decision to cancel by post, phone or email using the contact details. You may also cancel by informing us in store at a trade counter. You may wish to use the model cancellation form website to cancel your order, but you are not obliged to. If you are cancelling because of any problem with the goods, please notify us of the problem at the time of cancellation.
4. On cancellation for whatever reason, where you have received the goods you must return the goods to us (together with the original packaging) without undue delay and in any event within 14 days after the day of the cancellation at your cost, unless we agree that you may dispose of them, in which case please comply with the manufacturer's instructions before disposing of hazardous goods. You must return goods with all components and also any promotional items received (including free gifts) or discounted additional products. You can return certain goods by post from your local Post Office and larger goods by our carrier pick up service. We may charge a fee for the carrier pick up service; the amount of the fee will depend on the good(s) returned and distance to drive.
5. We will refund you the price paid for the cancelled order (or part of the order cancelled). We will pay the refund within 14 days..
6. We will refund you using the same means of payment as you used to pay for your order or purchase. For Paypal purchases we will provide you with a refund or customer credit (at your option).
7. We reserve the right to make a deduction from the amount of the refund for loss in value of the goods returned where the goods show signs of unreasonable use; for these purposes, unreasonable use includes handling the goods beyond what is necessary to establish the nature, characteristics and functioning of the goods. We may withhold any refund until we have received the goods or you have supplied proof of return for the goods
8. Your right of cancellation does not apply to goods that are cut or mixed to your requirements, made to measure, made to order, made to your specifications or clearly personalised (for example, made to order radiators, pre-assembled kitchens, mixed paint, keyed alike and master keyed locks or embroidery goods). Your right of cancellation does not apply to goods which are not suitable for return due to health protection or hygiene

reasons (such as water pumps, toilets and food), if you have opened the product packaging after delivery or collection. Boilers, boiler parts or boiler spares which have had the product box/packaging opened cannot be returned for refund or credit.

9. Any donations you make to the Owner in connection with your order or purchase will not be refunded in the event that you exercise your right to cancel.
10. Where the goods are being returned because they are faulty or incorrect, we will meet the cost of return delivery but we ask that you allow us to nominate the carrier.
11. Without prejudice to your right to cancel orders generally under this clause 8, if you have notified us of a problem with the goods within 30 days of delivery or collection, you have a right to reject the goods and receive a full refund, or alternatively we are happy to provide a replacement.

§ 9. Liability

1. If you purchase goods from us as a consumer (which means anyone who acts outside the course of their business, trade or profession), to the extent not prohibited by law, we accept no liability for any:
 - loss which is not foreseeable (loss is foreseeable if it was an obvious consequence of our breach or if it was contemplated by you and us at the time you and we entered into our contract).
 - loss which arises when we are not at fault or in breach of these Terms and Conditions.
 - business loss (which includes loss of profits, loss of business, contracts, goodwill, business opportunity and other similar losses, as well as business interruption).
2. If you are a trade customer, we shall have no liability to compensate you (whether in contract, tort (including negligence), breach of statutory duty or otherwise), other than any refund we make under these Terms and Conditions or otherwise at our discretion.
3. If you are a trade customer, we shall not be liable to you (whether in contract, tort (including negligence), breach of statutory duty or otherwise) for any:
 - loss of profits, business, contracts, goodwill, business opportunity and other similar losses, or any business interruption
 - indirect or consequential loss, neither will we be liable to you for any other loss which is not a foreseeable consequence of us being in breach of these Terms and Conditions or our legal duties.
4. If you are a trade customer, you acknowledge and agree that these Terms and Conditions constitute the entire and only agreement between us.

5. Nothing in these Terms and Conditions is intended to affect your legal rights if you are a consumer, nor is it intended to exclude or limit our liability to you for fraud, fraudulent misrepresentation, for death or personal injury resulting from our negligence or for any other liability which cannot be limited or excluded as a matter of applicable law.
6. Goods are intended for use in the UK only and we cannot confirm that the goods comply with any laws, regulations or other standards applicable outside the UK. All goods are sold in accordance with the manufacturer's specifications and are subject to any qualifications, representations or instructions contained in the documentation associated with the goods.
7. If you are a trade customer, we will not be responsible to you or, in the event that you are undertaking work for another person, to any other person, for the use or installation of any goods by you. Accordingly, if you are a trade customer, you hereby agree to hold us harmless from and indemnify us against any liability associated with, any claim or allegation that we are responsible for any failings in the installation or use of goods that we supply.

§ 10. Age Requirements for Specific Goods

Where you place an order for or otherwise purchase age-restricted goods such as solvents, axes, knives and knife blades, diet supplements you confirm that you are over the age of 18 and that (where applicable) delivery will be accepted by a person over the age of 18. We reserve the right to cancel your order or purchase if we reasonably believe you do not meet the age restrictions for certain goods.

§ 11. Termination

We may suspend further supply or delivery, stop any goods in transit or terminate our contract by notice in writing to you if you are in breach of an obligation hereunder or you become unable to pay your debts when they fall due or proceedings are or are reasonably likely to be commenced by or against you alleging bankruptcy or insolvency or an administrator, receiver or administrative receiver is appointed or is reasonably likely to be appointed over all or part of your undertaking and assets. Upon termination, any payments you owe to us (even if they are not yet due for payment) will be immediately due and payable and we shall be under no further obligation to supply goods to you.

§ 12. Events Beyond Our Control

We shall have no liability to you for any failure or delay in supply or delivery or for any damage or defect to goods supplied or delivered hereunder or for any other liability, in each case that is caused by any event or circumstance beyond our reasonable control (including, without limitation, accidents, extreme weather conditions, fire, explosion, flood, storm, earthquake, natural disaster, failure of telecommunications networks, inability to use transport networks, mechanical failures, acts of God, terrorist attack, war, civil commotion, riots, strikes, lockouts and other industrial disputes, acts or restraints of Government, and imposition or restrictions of imports or exports).

§ 13. Disposal of Electrical and Electronic Equipment

The WEEE regulations (January 2013) ensure that the amount of waste on certain electrical and electronic equipment is reduced, separated from household waste, collected separately and ultimately disposed of in a sound environmental manner (recycled and recovered). If you are a trade customer, you agree that the collection, recovery/treatment and disposal of non-household Electrical or Electronic Equipment purchased from us will be your responsibility. In the case of household waste, please take this waste to your nearest Designated Collection Facility (DCF) where special facilities exist for correct disposal. To find your nearest DCF please visit the following web site: www.recycle-more.co.uk.

§ 14. Protection of privacy and personal data

1. Data concerning Users are processed by the Owner in accordance with legal regulations. The personal data of the User gained by the Owner are processed on the basis of the agreement given by the User or the occurrence of other indicators authorizing the processing of data in accordance with the law.
2. The Owner places particular care with the aim of protecting the interests of those whom the data concern, ensuring, in particular, that such data are:
 - Processed in accordance with the law, honestly and in a manner which is transparent for customers and others whom the data concern.
 - The gathering of data for clear, concrete and legally justified reasons and not to be processed further in ways not in accordance with these aims.
 - Appropriate, proper and limited to those aims which are deemed essential regarding their processing.
 - Correct and updated if necessary.
 - Stored in a form facilitating the identification of those whom the data concern, for a period no longer than is necessary for the purposes for which these data are produced.
 - Processed in a manner ensuring proper security concerning personal data, including protection from unauthorized or illegal processing, as well as from accidental loss, destruction or damage with the aid of appropriate technical or organizational means.
3. The Owner will employ appropriate technical or organizational means, ensuring the protection of processed personal data, deemed appropriate to the nature, range, context and aims of their processing, as well as the risk of violating the law or individual freedom.

4. For every User who gives the Owner access to their data in any way, the Owner will ensure access to the data and the use of other rights to individuals whose data this concerns, in accordance with the legal regulations in this area, including those who have the following rights:
 - The right to withdraw agreement regarding the processing of personal data.
 - The right to information concerning their personal data.
 - The right to check the processing of data, including their completion, updating, correction and deletion.
 - The right to object to processing or to the limitation of processing.
 - The right to complain to supervisory bodies and to use other legal means with the aim to protecting their rights.
5. The Owner may process personal data in an automated manner, including through profiling. In a case in which the aim of the Owner's action is for marketing purposes or the necessity to personalize messages to the User (including matching information to the needs or the expectations of the User), the User has the right to object to such processing of their data. Such objections may be expressed by sending an email to the company email address.
6. Individuals possessing access to personal data may process them exclusively on the basis of the Owner's authorization, or a contract entrusting them with personal data and only on the orders of the Owner.
7. If the User grants permission to process data for other purposes, such as marketing or the sending of commercial information – the data will be only used for sending emails for information purposes from the website. Third parties will be unable to have access to them. The User may opt out of receiving such content by sending an email to company email.
8. Personal data provided while ordering items through the online store shall be used only for requirements related with processing the order and issuing appropriate documents of sale, such as VAT invoices. Access to personal information shall only be given to employees of Lejmans Limited, who have been trained in accordance with the policy of securing personal data and have signed an appropriate commitment obliging them to protect this data. The data provided when placing orders are processed by Lejmans Limited, only the data indicated as the delivery address are sent to courier companies.
9. In the case of using payment by using the internal payment system, all data provided following entering the website of the payment operator are only recorded on its database and are not accessible to or stored by Lejmans Limited in any way.
10. The IT system which Lejmans Limited uses automatically gathers in its logs data connected with the device being used to connect with Lejmans Limited website. This data is gathered

only for statistical purposes and concern as follows: the type of device; the operating system; the type of browser; screen resolution; colour depth; IP address; internet service provider; and the entry address on Lejmans Limited website; and are only used in the process of optimizing with the aim of ensuring the User's greatest comfort while using the site.

§ 15. Cookies

1. Cookies identify the User, which allows one to match the contents of the site they are using to their needs. In remembering their preferences, it facilitates the appropriate matching of content to them, including advertising. The Owner uses Cookies in order to guarantee the appropriate standard of comfort in using the Website, while the gathered data are only used internally by the company with the aim of optimizing operations.
2. Cookies are used for the following purposes:
 - Matching the contents of the Website to the preferences of the User.
 - Optimizing the use of the Website, particularly by recognizing the User's terminal device.
 - Producing statistics.
 - Maintaining the session of the User.
3. Cookies may be stored on the Website User's terminal device.
4. The gathered data are used for monitoring and checking in what the User uses the Website in order to improve the functioning to the Website, ensuring more effective and unproblematic site navigation.
5. It should be remembered that in some cases, not depending on the Owner, software installed by the User on their terminal device, used for browsing internet sites (such as browsers) store cookies by default on the User's terminal device. Users may change the settings concerning Cookies at any time. These settings may be changed in such a way, among other things, so as to automatically block Cookie settings or inform the User each time they are stored on their terminal device. Detailed information in this regard is available in the settings and instructions concerning the software (internet browsers).
6. At any moment, the User has the option of switching off or switching back on the gathering of cookies by changing the settings in the internet browser.
7. A change of settings constitutes an expression of one's opposition which may cause difficulties in using the Website in the future. Completely switching off the option to accept Cookies shall not mean the lack of a possibility to view content placed on the Website with the proviso for that content whose access requires one to log in.

8. Not making changes to settings shall mean that the data will be stored on the User's terminal device (using the Website will result in Cookies being automatically stored on the User's terminal device).
9. The storage of data on the User's terminal device will not cause changes to the configuration of the User's terminal device or to the software installed on this device.
10. Information concerning Cookies may also be applied to other similar technologies used as part of the Website.
11. Google Analytics Cookie files facilitate the operations of the function for this tool. This software helps one secure and analyse information regarding the type of browser being used; the number of visitors; the effectiveness of marketing campaigns and the duration of certain visits. This information is used to improve the website.
Facebook Cookie files facilitate the operations of the statistical function of this website. This software helps secure and analyse information regarding the effectiveness of marketing campaigns employed. This information is used to improve the website, as well as match up advertising on Facebook.
12. Google AdWords Cookie files facilitate the operations of the function for this tool. Google AdWords uses Cookies technology with the aim of facilitating assessments of improvements and the effectiveness of advertising activities conducted using AdWords. This information is used to improve the website.
13. Cookie files are never connected with the data provided by the User which were discussed in Section 2 of this privacy policy and only constitute material for statistical analysis and mechanisms for correcting system errors.
14. These files do not store any information of a confidential nature.

§ 16. Final provisions

1. The Policy was accepted by order of the Owner and came into force on 14 December 2019. Changes to the contents of the Policy may occur in the same manner.
2. All deviations from the Policy must be made in writing under pain of nullity.
3. The governing law of the Policy is the law of the United Kingdom.
4. In matters not regulated by the Policy, the relevant laws will apply.
5. While Lejmans Limited selects its business partners very carefully, it is not responsible for the standards and privacy protection policies employed by owners, operators or administrators on their websites. We recommend one checks out these companies in their own way.

§ 17. Alternative dispute resolution

Alternative dispute resolution is a process where an independent body considers the facts of a dispute and seeks to resolve it, without you having to go to court. The European Union has set up an Online Dispute Resolution (ODR) platform. If you are not happy with how we have handled a complaint about your transaction, disputes may be submitted for online resolution to the ODR Platform at www.ec.europa.eu/odr.

Agreement from Lejmans Limited:



Maciej Lejman
Director of Lejmans Limited