

# TERMS AND CONDITIONS

## 1. GENERAL

By using the services of Gordz kickz, you are demonstrating your acceptance to be bound by these Terms and Conditions (Terms). The Terms may be modified from time to time by updating this page. You should visit this page frequently to review the current Terms. It does not affect your statutory rights. These Terms are in accordance with English law and will be construed in accordance with the English courts.

## 2. PRICING AND PAYMENT

All quotes, unless those following a physical assessment of the item to be restored, are preliminary. The provisional price is a provisional estimate only, which shall be determined with reference to all relevant factors including, without limitation, the style and condition of the item, the material composition and nature of damage. On occasion, we may exercise our right to revise the price upwards after providing a fixed quote due to unforeseen complexities.

Once the quote has been approved, you will be required to make an upfront payment. Our system will bring over the credit/debit card details you used in your booking and or you can enter the details of a different card. You can also use Paypal. Upon completion of your item, we will contact you to arrange the return of your items. If the card or method of payment fails, we reserve the right to retain your items until full payment has been received. We accept all major credit cards, Klarna and Paypal. We may introduce additional payment methods as our company evolves.

If you are a customer whose credit/debit card is not denominated in British Pounds Sterling, the final price will be calculated in accordance with the applicable exchange rate on the day your card issuer processes the transaction.

We take reasonable care to make sure our website is secure. All credit/debit card transactions on this site are processed using Stripe, a secure online payment gateway that encrypts your card details in a secure host environment. Your card details are not stored on Gordz kickz servers or systems. We reserve the right to change payments provider at any time and for any reason without notice.

Furthermore, we take reasonable care, in so far as it is in our power to do so, to keep the details of your order and payment secure, but absent of negligence on our part, we cannot be held liable for any loss you may suffer if a third party procures unauthorised access to any data you provide when accessing our website.

### **3. COLLECTIONS, RETURNS AND SHIPPING**

#### **SALES PURCHASES**

Please note that goods are only shipped Monday-Friday, excluding bank holidays. Shipping times begin when you receive the shipping confirmation email. Once your order is confirmed, we are unable to amend the delivery address or method, or any details within your order, such as product, number of products, size, colour.

A signature will be required on delivery, and someone else can sign for the package if necessary. If you are not home to receive the delivery, our courier will re-attempt delivery on the next working day. Gordz kickz reserves the right to leave parcels with doorman, building, hotel or office concierge or other authorised people. Gordz kickz does not assume any responsibility for any items lost or damaged while in their care.

Exchanges/refunds are subject to availability and stock available. If we are not able to facilitate an exchange you'll be granted a lifetime gift voucher to redeem on our website. For all purchases please ensure you order the correct size as our stock is sourced from independent resellers who do not facilitate refunds. Due to this we offer our expert advise on size/fitting on request. Package your sneakers safely and send to us at our Leicester Flagship shop address below and include your order number and any additional notes you require about your sneakers.

If you would like to request an exchange or return you must contact us via [gordzkickzcleanz@outlook.com](mailto:gordzkickzcleanz@outlook.com) within 7 days of receiving your order. If a return is agreed the customer is responsible for the cost of the return. We are not responsible for any shoes which go missing or get damaged upon return.

Gordz Kickz Cleanz, 1 Glen road, Oadby, LE2 4PE, Leicester.

All sneakers must be returned in their original condition with the sneaker box and an outer box for protection purposes. Any returns sent back without an outer box may be refused and sent back to the customer if damaged.

If your return is not accepted you will be liable to pay for a shipping label to have the item sent back to you.

#### **CLEANING & RESTORATIONS**

Once your restoration has been completed and home delivery is selected, you will be charged between £5-£10 for a safe return of your sneakers by DPD or Royal Mail couriers and they will send you full tracking details, please don't add any notes to leave package in back garden or behind bin as we won't send them, this is for your safe return of your sneakers. Contact us directly for any questions.

If you are outside of the UK, you are responsible for additional taxes and charges for international couriers. Gordz kickz takes no responsibility for any item detained or destroyed by officials of any territory exercising its laws, policies, statues or any other legal doctrine they deem to have been violated. This may involve laws pertaining to exotic materials or counterfeit items.

We can facilitate on your behalf, the transport of your items to/from your home or office, to/from our Gordz kickz branch. While Gordz kickz carefully selects and

monitors its logistics partners, while the item is in transit, you are bound by the T&Cs of our logistics partner (e.g. DPD, Royal Mail). We do not take responsibility for the goods in transit when they are to/from our Gordz kickz branch.

Gordz Kickz may at any time choose to change our policy with regard to charging back for collections/returns.

Please check all items and parcels sent to Gordz kickz for valuables including money, jewellery, dust bags or anything else of value you may not want to lose. Do not send these. If we find any valuables, we will endeavour to return them to you, but we are not liable for the loss of any such articles.

Please note that by declining some or all services, you may be liable for any carriage fees.

An agreement between you and Gordz kickz for us to restore an item on your behalf comes into existence at the moment an item is received by us, such agreement being governed by these terms to the exclusion of all other terms, conditions and representations, whether written or oral. By sending an item to us you are confirming: You are the rightful owner of the item in question and you have full authority to restore the item without anyone else's permission (or that you have obtained any necessary permissions). You will maintain ownership of the items throughout the process.

Gordz kickz reserves the right to leave parcels with doorman, building, hotel or office concierge or other authorised people. Gordz kickz does not assume any responsibility for any items lost or damaged while in their care.

On occasion, our partners may refuse to deliver your order if they are of the opinion that the shipping address or the accepting party presents a risk to either their person, their equipment or to the item being returned.

If delivery is delayed by any event outside of our control, we will contact you as soon as possible to let you know and will take steps to minimise the impact of the delay. However, we are not liable for delays caused by external and unforeseen events.

#### **4. LIMITATION TO LIABILITY**

If you are unhappy with any part of the completed work, you have 48 hours from return of your order to contact us. We will investigate any complaint promptly. To the fullest extent permitted by law, we shall not be liable to you under these Terms for any loss of profits, loss of business opportunity, wasted expenditure, goodwill, reputation or revenue or for any indirect consequential or economic loss or damage whatsoever arising out of or in connection with these Terms.

#### **5. PRIVACY**

We recognise and respect the importance of protecting the privacy of visitors to our website. This privacy policy explains all of the information we collect about you through our website, how we use that information and the procedures that we have in place to safeguard your privacy. We reserve the right to amend or modify this

privacy policy at any time and in response to changes in applicable law. If we change our privacy policy we will post the changes and may place notices on other pages of our website, so that you are aware of any amendments. Providing us with up to date information allows us to carry out our obligations arising from any contracts entered into between you and us, to monitor and improve the provision of the services through the website and to send you notices about our service or any changes to it. Please refer to our privacy and data policy.

## **6. MARKETING OF ITEMS**

We reserve the right to market and advertise items on social media platforms as demonstrations of our capabilities to existing and potential clients, unless the item is easily identifiable or personalised to the individual. However, you may request that we not use images of your items in writing. Please email [gordzkickzcleanz@outlook.com](mailto:gordzkickzcleanz@outlook.com)

## **7. RIGHT TO DECLINE**

We reserve the right to decline services to any customer for any reason whatsoever so long as the decline is in accordance with applicable discrimination laws. Physical or verbal abuse towards our employees, will not be tolerated.

## **8. INTELLECTUAL PROPERTY RIGHTS**

Your use of Gordz kickz website grants you no right to any copyright, designs, trademarks, code or other intellectual property or material.

All such content, including third party trademarks, designs, and related intellectual property rights mentioned or displayed on this Site are protected by national intellectual property and other laws and international treaty provisions.

You are permitted to use the content only as expressly authorized by Gordz Kickz. Any reproduction or redistribution of the above listed content is prohibited and may result in civil and criminal penalties.

Without limiting the foregoing, copying and use of the above listed materials to any other server or location or support thereof for publication, reproduction or distribution is expressly prohibited.

However, you are permitted to make one copy for the purposes of viewing Content for your own personal use.

## **9. CONTENT**

In addition to the Intellectual property rights mentioned above, “content” is defined as any graphics, photographs, including all image rights, sounds, music, video, audio or text on our website or app.

Gordz kickz tries to ensure that the information on this site is accurate and complete however, Gordz kickz does not promise that our content is accurate or error-free.

Gordz kickz does not promise that the functional aspects of the website or app will be error free or that the server or applications that make content or information available are free of viruses or other harmful components.

We recommend that all users of the Internet ensure they have up to date virus checking software installed.

## **10. THIRD-PARTY SITES**

We do not endorse, and we are not responsible or liable, directly or indirectly, for the privacy practices or the content of any third-party websites advertised on this page. We are not responsible for any damage, loss or offence (alleged or otherwise) caused by the content of third-party websites.

## **11. COMPLAINTS AND GOVERNING LAW**

If you have a complaint about us, please email [gordzkickzcleanz@outlook.com](mailto:gordzkickzcleanz@outlook.com) giving full details including applicable dates, order reference numbers and full contact details. These T&Cs, together with all our policies and procedures will be governed by and construed in accordance to the English law and the relevant courts of England and Wales will have exclusive jurisdiction.

## **12. SUGGESTIONS**

If you have any suggestions, then please do not hesitate to get in touch either by email [gordzkickzcleanz@outlook.com](mailto:gordzkickzcleanz@outlook.com) or by telephone on 07522663491.