

Kingfisher Enamelling Company Limited's Terms & Conditions for Consumers

1. These terms

- 1.1 **What these terms cover.** These are the terms and conditions on which we supply services to you.
- 1.2 **Why you should read them.** Please read these terms carefully before you place an order with us. These terms tell you who we are, how we will provide services to you, how you and we may change or end the contract, what to do if there is a problem and other important information. If you think that there is a mistake in these terms, please contact us to discuss.

2. Information about us and how to contact us

- 2.1 **Who we are.** We are Kingfisher Enamelling Company Limited (trading as "Kingfisher Enamelling") a company registered in England and Wales. Our company registration number is 03167285 and our registered office is at 5A Frascati Way, Maidenhead, Berkshire, SL6 4UY, but our trading premises are at Units 2 - 3, Moxley Industrial Centre, Western Way, Wednesbury, West Midlands, WS10 7BG. Our registered VAT number is 670356730.
- 2.2 **How to contact us.** You can contact us by telephoning our consumer service team at 0121 556 5494 or by writing to us at admin@kingfisheremamelling.com and Units 2 - 3, Moxley Industrial Centre, Western Way, Wednesbury, West Midlands, WS10 7BG.
- 2.3 **How we may contact you.** If we have to contact you we will do so by telephone or by writing to you at the email address or postal address you provide to us in your order.
- 2.4 **"Writing" includes emails.** When we use the words "writing" or "written" in these terms, this includes emails.

3. Our contract with you

- 3.1 **How we will accept your order.** Our acceptance of your order will take place when you drop off your product(s) at our premises and we tell you that we are able to provide you with the services at which point a contract will come into existence between you and us.
- 3.2 **If we cannot accept your order.** If we are unable to accept your order, we will inform you of this and will not charge you for the services. This might be because of unexpected limits on our resources which we could not reasonably plan for, because a credit reference we have obtained for you does not meet our minimum requirements or because we have identified an error in the price or description of the services.

- 3.3 **Your order number.** We will assign an order number to your order and tell you what it is when we accept your order. It will help us if you can tell us the order number whenever you contact us about your order.

4. **Your rights to make changes**

- 4.1 If you wish to make a change to the services please contact us. We will let you know if the change is possible. If it is possible we will let you know about any changes to the price of the services, their timing or anything else which would be necessary as a result of your requested change and ask you to confirm whether you wish to go ahead with the change.

5. **Our rights to make changes**

- 5.1 **Minor changes to the services.** We may change the services:
- (a) to reflect changes in relevant laws and regulatory requirements; and
 - (b) to implement minor technical adjustments and improvements. These changes will not affect your use of the services.
- 5.2 **More significant changes to the services and these terms.** In addition, we may make more significant changes to the services and these terms, but if we do so we will notify you before we carry out such changes.

6. **Providing the services**

- 6.1 **What services will we provide.** We shall provide metal finishing services to the goods/products provided by you to us. We shall provide these services in accordance with the description or specification for the metal finishing services provided by you to us in all material respects.
- 6.2 **How will we provide the services.** In order to allow us to carry out the services, you will need to deliver your products to our premises at Units 2 - 3, Moxley Industrial Centre, Western Way, Wednesbury, West Midlands, WS10 7BG. When we have notified you that we have completed finishing your products, you will need to collect your finished products from the same address.
- 6.3 **When we will provide the services.** We will supply the services to you from the date we accept your order. The estimated completion date for the services is as told to you during the order process although please note that any dates quoted are approximate only. We will notify you once the services have been completed.

6.4 **We are not responsible for delays outside our control.** If our performance of the services is affected by an event outside our control then we will contact you as soon as possible to let you know and we will take steps to minimise the effect of the delay. Provided we do this we will not be liable for delays caused by the event but if there is a risk of substantial delay you may contact us to end the contract and receive a refund for any services you have paid for but not received.

6.5 **What will happen if you do not provide required information to us.** We may need certain information from you so that we can provide the services to you, for example, we may need to ask you specific details about the product that requires metal finishing, the grade of metal used in your product, or information regarding the history of the product. If we do not gather such information before or whilst you drop your product off with us, we will contact you to ask for this information. If you do not, within a reasonable time of us asking for it, provide us with this information, or you provide us with incomplete or incorrect information, we may either end the contract (see clause 8.1) or make an additional charge of a reasonable sum to compensate us for any extra work that is required as a result. We will not be responsible for providing the services late or not providing any part of them if this is caused by you not giving us the information we need within a reasonable time of us asking for it.

6.6 **Reasons we may suspend the services.** We may have to suspend the services to:

- (a) deal with technical problems or make minor technical changes;
- (b) update the services to reflect changes in relevant laws and regulatory requirements;
- (c) make changes to the services as requested by you or notified by us to you.

6.7 **We may also suspend the services if you do not pay.** If you do not pay us for the services when you are supposed to (see clause 10.4) and you still do not make payment within 30 days of us reminding you that payment is due, we may suspend supply of the products until you have paid us the outstanding amounts. We will contact you to tell you we are suspending supply of the products. As well as suspending the services we can also charge you interest on your overdue payments (see clause 10.5).

7. Your rights to end the contract

7.1 **You can always end the contract before the services have been supplied and paid for.** You may contact us at any time to end the contract for the services, but in some circumstances we may charge you certain sums for doing so, as described below.

7.2 **What happens if you have good reason for ending the contract.** If you are ending the contract for a reason set out at (a) to (e) below the contract will end immediately

and we will refund you in full for any services which have not been provided or have not been properly provided. The relevant reasons are:

- (a) we have told you about an upcoming change to the services or these terms which you do not agree to (see clause 5.2);
- (b) we have told you about an error in the price or description of the services you have ordered and you do not wish to proceed;
- (c) there is a risk the services may be significantly delayed because of events outside our control;
- (d) we suspend the services for technical reasons, or notify you are going to suspend them for technical reasons, in each case for a period of more than 6 weeks; or
- (e) you have a legal right to end the contract because of something we have done wrong.

7.3 **What happens if you end the contract without a good reason.** If you are not ending the contract for one of the reasons set out in clause 7.2, the contract will end immediately but we may charge you for services we have already provided as well as reasonable compensation for the net costs we will incur as a result of your ending the contract. If you end the contract without good reason and we have completed the metal finishing services on your product, you will be liable to pay us for the full price as set out in the original order and agreed with you at the outset.

8. Our rights to end the contract

8.1 **We may end the contract if you break it.** We may end the contract at any time by writing to you if:

- (a) you do not make any payment to us when it is due and you still do not make payment within 30 days of us reminding you that payment is due;
- (b) you do not, within a reasonable time of us asking for it, provide us with information that is necessary for us to provide the services.

8.2 **You must compensate us if you break the contract.** If we end the contract in the situations set out in clause 8.1 we will refund any money you have paid in advance for services we have not provided but we may deduct or charge you reasonable compensation for the net costs we will incur as a result of your breaking the contract. If we end the contract in the situations set out in clause 8.1 and we have completed the metal finishing services on your product, you will be liable to pay us for the full price as set out in the original order and agreed with you at the outset.

9. If there is a problem with the services

- 9.1 **How to tell us about problems.** If you have any questions or complaints about the services, please contact us. You can contact us by telephoning our consumer service team at 0121 556 5494 or by writing to us at admin@kingfisherenamelling.com or at Units 2 - 3, Moxley Industrial Centre, Western Way, Wednesbury, West Midlands, WS10 7BG. Alternatively, please speak to one of our staff in-store.
- 9.2 **Summary of your legal rights.** See the box below for a summary of your key legal rights in relation to the services. Nothing in these terms will affect your legal rights.

Summary of your key legal rights

This is a summary of your key legal rights. These are subject to certain exceptions. For detailed information please visit the Citizens Advice website www.adviceguide.org.uk or call 03454 04 05 06.

The Consumer Rights Act 2015 says:

- you can ask us to repeat or fix a service if it's not carried out with reasonable care and skill, or get some money back if we can't fix it.
- if you haven't agreed a price beforehand, what you're asked to pay must be reasonable.
- if you haven't agreed a time beforehand, it must be carried out within a reasonable time.

- 9.3 **Instances where we are not responsible for defective services.** We shall not be responsible for any defective services if:
- (a) the defect arises as a result of your failure to follow our oral or written instructions as to the installation, storage, commissioning, use or maintenance of the product following us finishing the product;
 - (b) the defect arises as a result of us following any drawing, design or specification supplied by you;
 - (c) you alter or repair the product without our consent;
 - (d) the defect arises as a result of the grade of metal used in the manufacture of your product;
 - (e) the defect is (or is caused by) a defect which existed within the product prior to us carrying out the services;
 - (f) the defect was brought to your attention prior to us carrying out the services;
 - (g) the defect arises as a result of fair, wear and tear, wilful damage by you, your negligence or abnormal working conditions.

10. Price and payment

- 10.1 **Where to find the price for the services.** The price of the services (which includes VAT) will be the price as notified to you when you place your order with us. We take all reasonable care to ensure that the prices of services advised to you are correct. However please see clause 10.3 for what happens if we discover an error in the price of the services you order.
- 10.2 **We will pass on changes in the rate of VAT.** If the rate of VAT changes between your order date and the date we provide the services, we will adjust the rate of VAT that you pay, unless you have already paid for the services in full before the change in the rate of VAT takes effect.
- 10.3 **What happens if we got the price wrong.** It is always possible that, despite our best efforts, some of the services we sell may be incorrectly priced. We will normally check prices before accepting your order so that, where the service's correct price at your order date is less than our stated price at your order date, we will charge the lower amount. If the service's correct price at your order date is higher than the price stated, we will contact you for your instructions before we accept your order. If we accept and process your order where a pricing error is obvious and unmistakable and could reasonably have been recognised by you as a mispricing, we may end the contract, refund you any sums you have paid and not perform the services.
- 10.4 **When you must pay and how you must pay.** You must either:
- (a) make full payment in cleared funds for the price of the services when you attend our premises to collect your product; or
 - (b) we will provide you with an invoice for the full price of the services for you to settle via bank transfer prior to collection. We will inform you at the time you place your order whether or not you will be required to make a payment in advance.
- If you would rather pay on the day of collection, we will accept payment with cash, or cheque.
- 10.5 **We can charge interest if you pay late.** If you do not make any payment to us by the due date (see clause 10.4) we may charge interest to you on the overdue amount at the rate of 3% a year above the base lending rate of the Bank of England from time to time. This interest shall accrue on a daily basis from the due date until the date of actual payment of the overdue amount, whether before or after judgment. You must pay us interest together with any overdue amount.
- 10.6 **What to do if you think an invoice is wrong.** If you have opted to pay us prior to collection and we have issued you with an invoice for our services, if you think an

invoice is wrong please contact us promptly to let us know. You will not have to pay any interest until the dispute is resolved. Once the dispute is resolved we will charge you interest on correctly invoiced sums from the original due date.

11. **Ownership, risk and insurance**

- 11.1 **Please keep your products insured at all times.** The goods / products you provide to us to finish shall belong to you at all times and you must keep them insured against all risks for their full price.

12. **Our responsibility for loss or damage suffered by you**

- 12.1 **We are responsible to you for foreseeable loss and damage caused by us.** Other than in the circumstances set out in clause 9.3 above, if we fail to comply with these terms, we are responsible for loss or damage you suffer that is a foreseeable result of our breaking this contract or our failing to use reasonable care and skill, but we are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if either it is obvious that it will happen or if, at the time the contract was made, both we and you knew it might happen, for example, if you discussed it with us during the sales process.
- 12.2 **We do not exclude or limit in any way our liability to you where it would be unlawful to do so.** This includes liability for death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors; for fraud or fraudulent misrepresentation; for breach of your legal rights in relation to the services as summarised at clause 9.2.
- 12.3 **We are not liable for business losses.** We only supply the services to you for domestic and private use. If you use the services for any commercial, business or re-sale purpose we will have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.

13. **How we may use your personal information**

- 13.1 **How we will use your personal information.** We will use the personal information you provide to us to:
- (a) provide the services;
 - (b) process your payment for such services; and
 - (c) if you agreed to this during the order process, to inform you about similar products that we provide, but you may stop receiving these communications at any time by contacting us.

- 13.2 **We may pass your personal information to credit reference agencies.** Where we extend credit to you for the services we may pass your personal information to credit reference agencies and they may keep a record of any search that they do.
- 13.3 **We will only give your personal information to other third parties where the law either requires or allows us to do so.**

14. Other important terms

- 14.1 **We may transfer this agreement to someone else.** We may transfer our rights and obligations under these terms to another organisation. We will always tell you in writing if this happens and we will ensure that the transfer will not affect your rights under the contract. If you are unhappy with the transfer you may contact us to end the contract within 10 days of us telling you about it and we will refund you any payments you have made in advance for services not provided and if you have not made any advance payment for services, you will only be liable to pay us for services which have been provided.
- 14.2 **Nobody else has any rights under this contract (except someone you pass your guarantee on to).** This contract is between you and us. No other person shall have any rights to enforce any of its terms. Neither of us will need the consent of any person acquiring rights under our guarantee to end the contract or make any changes to these terms.
- 14.3 **If a court finds part of this contract illegal, the rest will continue in force.** Each of the paragraphs of these terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.
- 14.4 **Even if we delay in enforcing this contract, we can still enforce it later.** If we do not insist immediately that you do anything you are required to do under these terms, or if we delay in taking steps against you in respect of your breaking this contract, that will not mean that you do not have to do those things or prevent us taking steps against you at a later date. For example, if you miss a payment and we do not chase you but we continue to provide the services, we can still require you to make the payment at a later date.
- 14.5 **Which laws apply to this contract and where you may bring legal proceedings.** These terms are governed by English law and you can bring legal proceedings in respect of the services in the English courts. If you live in Scotland you can bring legal proceedings in respect of the services in either the Scottish or the English courts. If you live in Northern Ireland, you can bring legal proceedings in respect of the services in either the Northern Irish or the English courts.