

# JENTEL PACKING LTD

## Terms and Conditions

**YOUR ATTENTION IS DRAWN TO CLAUSE 13 IF YOU ARE A CONSUMER AND CLAUSE 14 IF YOU ARE A BUSINESS CUSTOMER. IN PARTICULAR YOUR ATTENTION IS DRAWN TO CLAUSES 13.4 and 14.3.**

**IF YOU ARE UNSURE AS TO WHETHER YOU ARE A CONSUMER OR A BUSINESS CUSTOMER, PLEASE SEE CLAUSE 1.3 AND IF REQUIRED, SEEK LEGAL ADVICE.**

**PROHIBITED ITEMS WE WILL NOT SHIP: We are unable to and will not ship firearms that are on the Home Office Prohibited List or that require a license to carry and use.**

**We can only ship firearms that are not on our Prohibited Items list above to UK addresses. Such items may be returned to us or confiscated by authorities or otherwise and we have no control over this. Further details may be provided when we issue you with a quote.**

### Our terms

#### 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 submit your order to 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 between us, what to do if there is a problem and other important information. If you think that there is a mistake in these terms or require any changes, please contact us to discuss.
- 1.3 Are you a business customer or a consumer? In some areas you will have different rights under these terms depending on whether you are a business or consumer. You are a consumer if:
  - You are an individual.
  - You are buying products from us wholly or mainly for your personal use (not for use in connection with your trade, business, craft or profession).
- 1.4 If you are a business customer this is our entire agreement with you. If you are a business customer these terms constitute the entire agreement between us in relation to your purchase. You acknowledge that you have not relied on any statement, promise, representation, assurance or warranty made or given by or on behalf of us which is not set out in these terms and that you shall have no claim for innocent or negligent misrepresentation based on any statement in this agreement.

#### 2. Information about us and how to contact us

- 2.1 Who we are. We are JENTEL PACKING LTD a company registered in England and Wales. Our company registration number is 08915346 and our registered office is at 1506 London Road, Leigh-On-Sea, England, SS9 2UR. Our registered VAT number is 199622263.
- 2.2 How to contact us. You can contact us by telephoning 01268 776777 or by writing to us at Jentel Packing, 25 Orion Court, Cranes Farm Road, Basildon, Essex SS14 3DB or sales@jentelpacking.co.uk.

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 have provided to us.

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 we have agreed a price for the service we will provide to you, whether verbally or in writing, 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 any service. This might be because of unexpected limits on our resources which we could not reasonably plan for, because the item you are asking us to ship is listed a prohibited item (see above), because we have identified an error in the price or description of the service or because we are unable to meet a delivery deadline you have specified.

### **4. Your rights to make changes**

If you wish to make a change to the service you have ordered 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 service, the timing of supply of the service or delivery, 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**

Minor changes to the services. We may change the services to reflect changes in relevant laws and regulatory requirements.

### **6. Providing the services**

6.1 We will begin the services on the date agreed with you during the order process. The estimated completion date for the services, if it is possible to provide you with such a date, may be given to you in writing.

6.2 We are not responsible for delays outside our control. If our supply of the services is delayed by an event outside our control then 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.

6.3 If you do not allow us access to provide services. If you do not allow us or a third party courier access to your property to perform the services as arranged (and you do not have a good reason for this) or we or a third party courier collected goods from you or for you from an auctioneer and we are unable to contact you or do not receive a response from you in the period of 7 days from the date we first contact you, we may charge you the reasonable costs incurred by us as a result (including but not limited to storage costs (see clause 12.8 below)). If, despite our reasonable efforts, we are unable to contact you or re-arrange access to your property we may end the contract and clause 9.2 will apply.

- 6.4 What will happen if you do not give required information to us. We may need certain information from you so that we can supply the services to you. We will contact you to ask for this information. If you do not give us this information within a reasonable time of us asking for it, or if you give us incomplete or incorrect information, we may either end the contract (and clause 9.2 will apply) or make an additional charge of a reasonable sum to compensate us for any extra work that is required as a result. We may also exclude the refund or charge you for the cost of any international bank transfer expenses that were incurred by us before ending the contract.
- 6.5 We will not be responsible for supplying the services late or not supplying 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.

## **7. Your rights to end the contract**

- 7.1 You can always end your contract with us. Your rights when you end the contract will depend on what you have bought, whether there is anything wrong with it, how we are performing, when you decide to end the contract and whether you are a consumer or business customer:
- 7.1.1 If the service you have bought is misdescribed you may have a legal right to end the contract (or a service re-performed or to get some or all of your money back);
- 7.1.2 If you want to end the contract because of something we have done or have told you we are going to do, see clause 7.2;
- 7.1.3 If you are a consumer and have just changed your mind about the product, see clause 7.3. You may be able to get a refund if you are within the cooling-off period, but this may be subject to deductions;
- 7.1.4 In all other cases (if we are not at fault and you are not a consumer exercising your right to change your mind), see clause 7.6.
- 7.2 Ending the contract because of something we have done or are going to do. If you are ending a contract for a reason set out at 7.2.1 to 7.2.5 below the contract will end immediately and we will refund you in full for any services which have not been provided. The reasons are:
- 7.2.1 we have told you about an upcoming change to the services or these terms which you do not agree to;
- 7.2.2 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;
- 7.2.3 there is a risk that supply of the services may be significantly delayed because of events outside our control;
- 7.2.4 we have suspended supply of the services for technical reasons, or notify you we are going to suspend them for technical reasons, in each case for a period of more than 2 weeks; or
- 7.2.5 you have a legal right to end the contract because of something we have done wrong.
- 7.3 Exercising your right to change your mind if you are a consumer (Consumer Contracts Regulations 2013). If you are a consumer then for most services bought over the telephone or by exchange of emails, you have a legal right to change your mind within 14 days and receive a refund. These rights, under the Consumer Contracts Regulations 2013, are explained in more detail in these terms.

- 7.4 When consumers do not have a right to change their minds. Your right as a consumer to change your mind does not apply in respect of the services, once these have been completed, even if the cancellation period is still running.
- 7.5 How long do consumers have to change their minds? If you are a consumer you have 14 days after the day we confirm we have accepted your order. However, once we have completed the services you cannot change your mind, even if the period is still running. If you cancel after we have started the services, you must pay us for the services provided up until the time you tell us that you have changed your mind.
- 7.6 Ending the contract where we are not at fault and there is no right to change your mind. Even if we are not at fault and you are not a consumer who has a right to change their mind (see clause 7.1), you can still end the contract before it is completed, but you may have to pay us compensation. A contract for services is completed when we have finished providing the services. If you want to end a contract before it is completed where we are not at fault and you are not a consumer who has changed their mind, just contact us to let us know. The contract will end immediately and we will refund any sums paid by you for services not provided but we may deduct from that refund reasonable compensation for the net costs we will incur as a result of your ending the contract. We may also exclude from the refund the cost of any international bank transfer expenses that were incurred by us before ending the contract.

## **8. How to end the contract with us (including if you are a consumer who has changed their mind)**

- 8.1 Tell us you want to end the contract. To end the contract with us, please let us know by doing one of the following:
- 8.1.1 Phone or email. Call 01268 776777 or email us at [sales@jentelpacking.co.uk](mailto:sales@jentelpacking.co.uk). Please provide your name, home address, details of the order and, where available, your phone number and email address.
- 8.1.2 Online. Complete the form you can find here: <https://www.jentelpacking.co.uk/contact-us/> on our website.
- 8.2 How we will refund you. If you are entitled to a refund under these terms we will refund you by the method you used for payment. However, we may make deductions from the price, as described below.
- 8.3 When we may make deduction from refunds if you are a consumer exercising your right to change your mind. If you are exercising your right to change your mind we may deduct from any refund an amount for the supply of the service for the period for which it was supplied, ending with the time when you told us you had changed your mind. We may also exclude from the refund the cost of any international bank transfer expenses that were incurred before ending the contract. The amount will be in proportion to what has been supplied, in comparison with the full coverage of the contract.
- 8.4 When your refund will be made. We will make any refunds due to you as soon as possible. If you are a consumer exercising your right to change your mind then your refund will be made within 14 days of your telling us you have changed your mind.

## **9. Our rights to end the contract**

- 9.1 We may end the contract if you break it. We may end the contract for a service at any time by writing to you if:
- 9.1.1 you do not make any payment to us when it is due and you still do not make payment within 14 days of us reminding you that payment is due;

- 9.1.2 we or a third party courier cannot access a auction house or any other premises to collect the goods you have asked us to collect or a auction house refuses to give us the goods;
  - 9.1.3 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;
  - 9.1.4 you are abusive in any way towards any member of our staff; or
  - 9.1.5 you do not, within a reasonable time, allow us or a third party courier access to your premises to supply the services or we cannot contact you or you do not respond to a communication from us within 7 days of us contacting you.
- 9.2 You must compensate us if you break the contract. If we end the contract in the situations set out in clause 9.1 we will refund any money you have paid in advance for the services we have not provided but we may deduct reasonable compensation for the net costs we will incur as a result of your breaking the contract. We may also exclude from the refund the cost of any international bank transfer expenses that were incurred by us before ending the contract.
- 9.3 In the event we have collected goods for you as part of the services, we have not completed the services and we are unable to contact you for a period of 6 months, we may sell the goods we have collected for you.

## **10. If there is a problem with the service**

How to tell us about problems. If you have any questions or complaints about the service, please contact us. You can telephone 01268 776777 or email us at sales@jentelpacking.co.uk.

## **11. Your rights in respect of defective services if you are a consumer**

- 11.1 If you are a consumer we are under a legal duty to supply products that are in conformity with this contract. See the box below for a summary of your key legal rights in relation to the products. 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](http://www.adviceguide.org.uk) or call 03454 04 05 06.

If your product is services, the Consumer Rights Act 2015 says:

- a) 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.
- b) If you haven't agreed a price beforehand, what you're asked to pay must be reasonable.
- c) If you haven't agreed a time beforehand, it must be carried out within a reasonable time.

See also clause 7.2.

## **12. Price and payment**

- 12.1 Where to find the price for the service. The price of the service (which includes VAT) will be the price told to you when we provide you with a quote for the services. We take all reasonable care to ensure that the price of the service advised to you is correct. However please see clause 12.3 for what happens if we discover an error in the price of the service you order.

- 12.2 We will pass on changes in the rate of VAT. If the rate of VAT changes between your order date and the date we supply the services, we will adjust the rate of VAT that you pay, unless you have already paid for the product in full before the change in the rate of VAT takes effect.
- 12.3 What happens if we got the price wrong. It is always possible that, despite our best efforts, some of the service may be incorrectly priced by us or we may incorrectly quote. If we accept and process your order where a pricing or quoting error is obvious and unmistakable and could reasonably have been recognised by you as a mispricing or misquoting, we may end the contract and refund you any sums you have paid.
- 12.4 When you must pay and how you must pay. We accept payment with cash, bank transfer, BACS and all major credit and debit cards. You must pay for the services within 7 days of request by us.
- 12.5 Our right of set-off if you are a business customer. If you are a business customer you must pay all amounts due to us under these terms in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).
- 12.6 We can charge interest if you pay late. If you do not make any payment to us by the due date we may charge interest to you on the overdue amount at the rate of 2% a year above the base lending rate of Barclays Bank PLC 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.
- 12.7 What to do if you think an invoice is wrong. 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.
- 12.8 If we collect your good and store it at our premises, provide you with a price for the services, you accept that price, but do not pay us within 7 days of our request for payment (see clause 12.4 above), we will charge you a storage cost of £10.00 (which is exclusive of VAT) per day, until the day on which we receive payment for the services. We will send you an invoice separately for any storage costs.

### **13. Our responsibility for loss or damage suffered by you if you are a consumer**

- 13.1 We are responsible to you for foreseeable loss and damage caused by us. 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.
- 13.2 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 products as summarised at clause 11.1.
- 13.3 We are not liable for business losses. If you are a consumer we only supply the services for to you for domestic and private use. If you use the products for any commercial, business or re-sale purpose our liability to you will be limited as set out in clause 14.

13.4 **We are not liable for the actions of third party carriers or the lack of action by third party carriers. We are not responsible for any damage caused to any goods that are in, or whilst they are in the possession of, a third party carrier. We are not liable for the loss of any goods whilst in the possession of a third party carrier. We only arrange on your behalf for your goods to be delivered via the carrier who will deliver the goods to you. We do not deliver the goods to you (unless we have told you otherwise). It is your responsibility to check the terms and conditions under which the carrier will deliver the goods to you. You should check whether the courier excludes your good (that it will not deliver it) or in any way limits its liability in respect of the delivery service. In lots of cases goods are excluded or liability is limited, therefore we highly recommend that you take out insurance.**

13.5 When we collect your good from a third party (such as an auctioneer), we take photographs of the condition of it. These photographs show the condition of the good when we collect it from the third party. We are not liable for any misdescription of the good (including but not limited to any misdescription of the condition of any good) by a third party or any difference in the condition of the good from its description, unless in respect of the latter, the difference was brought about by us after we collect the good from a third party.

#### **14. Our responsibility for loss or damage suffered by you if you are a business**

14.1 Nothing in these terms shall limit or exclude our liability for:

14.1.1 death or personal injury caused by our negligence, or the negligence of our employees, agents or subcontractors (as applicable);

14.1.2 fraud or fraudulent misrepresentation;

14.1.3 breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982; or

14.1.4 any matter in respect of which it would be unlawful for us to exclude or restrict liability.

14.2 Subject to clause 14.1:

14.2.1 we shall not be liable to you, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of profit, or any indirect or consequential loss arising under or in connection with any contract between us;

14.2.2 we shall not be liable to you for any damage caused to any goods in the possession of a third party carrier; and

14.2.3 our total liability to you for all other losses arising under or in connection with any contract between us, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall be limited to the total sum paid by you for the services under the contract between us.

14.3 **We are not liable for the actions of third party carriers or the lack of action by third party carriers. We are not responsible for any damage caused to any goods that are in, or whilst they are in the possession of, a third party carrier. We are not liable for the loss of any goods whilst in the possession of a third party carrier. We only arrange on your behalf for your goods to be delivered via the carrier who will deliver the goods to you. We do not deliver the goods to you (unless we have told you otherwise). It is your responsibility to check the terms and conditions under which the carrier will deliver the goods to you. You should check whether the courier excludes your good (they will not deliver it) or in any way limits its liability in respect of the delivery service. In lots of cases goods are excluded or liability is limited, therefore we highly recommend that you take out insurance.**

14.4 When we collect your good from a third party (such as an auctioneer), we take photographs of the condition of it. These photographs show the condition of the good when we collect it from the third party. We are not liable for any misdescription of the good (including but not limited to any misdescription of the condition of any good) by a third party or any difference in the condition of the good from its description, unless in respect of the latter, the difference was brought about by us after we collect the good from a third party.

## **15. How we may use your personal information**

How we will use your personal information. We will only use your personal information as set out in our privacy notice, which is contained in a link at the bottom of the home page of our website: <https://www.jentelpacking.co.uk/>.

## **16. Other important terms**

16.1 We may transfer this agreement to someone else. We may transfer our rights and obligations under these terms to another organisation. We will contact you to let you know if we plan to do this. If you are unhappy with the transfer you may contact us to end the contract within 7 days of us telling you about it and we will refund you any payments you have made in advance for services not provided.

16.2 You need our consent to transfer your rights to someone else. You may only transfer your rights or your obligations under these terms to another person if we agree to this in writing.

16.3 Nobody else has any rights under this contract. 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 to get the agreement of any other person in order to end the contract or make any changes to these terms.

16.4 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.

16.5 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 and it will not 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 products, we can still require you to make the payment at a later date.

16.6 Which laws apply to this contract and where you may bring legal proceedings if you are a consumer. These terms are governed by English law and you can bring legal proceedings in respect of the products in the English courts. If you live in Scotland you can bring legal proceedings in respect of the products in either the Scottish or the English courts. If you live in Northern Ireland you can bring legal proceedings in respect of the products in either the Northern Irish or the English courts.

- 16.7 Alternative dispute resolution if you are a consumer. 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. If you are a consumer and are not happy with how we have handled any complaint, you may want to contact an alternative dispute resolution provider.
- 16.8 Which laws apply to this contract and where you may bring legal proceedings if you are a business. If you are a business, any dispute or claim arising out of or in connection with a contract between us or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales and the courts of England and Wales shall have exclusive jurisdiction to settle any such dispute or claim.