

KAMPORAMA – TERMS & CONDITIONS

1. DEFINITIONS

1.1 When the following words with capital letters are used in these Terms, this is what they will mean:

- (a) **Event Outside Our Control:** is defined in clause 11.2;
- (b) **Goods:** the goods that Kamporama are selling to you as set out in the Order;
- (c) **Order:** your order for the Goods as set out in your Purchase Order Form, your written acceptance of Our quotation, as given by telephone to Us, as set out in the Customer Order Form on our website or as set out overleaf as the case may be;
- (d) **Terms:** the terms and conditions set out in this document; and
- (e) **We/Our/Us:** Kamporama Brookside, Wincanton Road, Huish Episcopi, Somerset TA10 9QT.

1.2 When We use the words "writing" or "written" in these Terms, this will include email unless We say otherwise.

2. OUR CONTRACT WITH YOU

- 2.1 These are the terms and conditions on which We supply Goods to you.
- 2.2 Please ensure that you read these Terms carefully, and check that the details on the Order and in these Terms are complete and accurate, before you submit the Order. If you think that there is a mistake or require any changes, please contact Us to discuss. We will confirm any changes in writing to avoid any confusion between you and Us.
- 2.3 When you submit the Order to Us, this does not mean We have accepted your order for Goods. Our acceptance of the Order will take place as described in clause 2.4. If We are unable to supply you with the Goods, We will inform you of this and We will not process the Order.
- 2.4 These Terms will become binding on you and Us when We issue you with a written acceptance of an Order **OR** We contact you that We are able to provide you with the Goods, which We will also confirm in writing to you, at which point a contract will come into existence between you and Us.
- 2.5 If any of these Terms conflict with any term of the Order, the Order will take priority.
- 2.6 We shall assign an order number to the Order and inform you of it when We confirm the Order. Please quote the order number in all subsequent correspondence with Us relating to the Order.
- 2.7 Our website, catalogue and brochure are solely for the promotion of Our Goods in the UK.
- 2.8 The images of the Goods on Our website **OR** in Our catalogue or brochure are for illustrative purposes only. Although We have made every effort to display the colours accurately, We cannot guarantee that your computer's display of the colours **OR** the printed pictures accurately reflect the colour of the Goods. Your Goods may vary slightly from those images.

3. CHANGES TO ORDER OR TERMS

- 3.1 We may revise these Terms from time to time in the following circumstances: (a) changes in how We accept payment from you; (b) changes in relevant laws and regulatory requirements.
- 3.2 If We have to revise these Terms under clause 3.1, We will give you at least two week's written notice of any changes to these Terms before they take effect. You can choose to cancel the contract in accordance with clause 12.
- 3.3 You may make a change to the Order for Goods at any time before We despatch the Goods by contacting Us, except in the case of made-to-measure Goods. Where this means a change in the total price of the Goods, We will notify you of the amended price in writing. You can choose to cancel the Order in accordance with clause 12.1 in these circumstances.
- 3.4 If you wish to cancel an Order before it has been fulfilled, please see your right to do so in clause 12. In the case of made-to-measure Goods, unfortunately, because We make these Goods to your specific requirements, you will not be able to cancel an Order once it is made.

4. MADE-TO-MEASURE GOODS

- 4.1 We make the Goods according to the measurements you provide Us. You can find information and tips on how to measure in Our brochure or on Our website, or by contacting Us.
- 4.2 Please make sure your measurements are correct and accurate. Unfortunately, We cannot accept the return of made-to-measure Goods if the reason for the return is because you provided Us with incorrect measurements. However, this will not affect your legal rights as a consumer in relation to made-to-measure Goods that are faulty or not as described. Advice about your legal rights is available at your local Citizen's Advice Bureau or Trading Standards office.

5. DELIVERY OF GOODS

- 5.1 Please note that timescales for delivery and delivery charges will vary depending on the availability of the Goods and your address. Please also note that We will use third-party carriers for the despatch of your Order. Extra time for deliveries (for example to the Scottish Highlands and Islands or outside the UK) is sometimes necessary.
- 5.2 We will contact you with an estimated delivery date. Occasionally Our delivery to you may be affected by an Event Outside Our Control. See clause 11 for Our responsibilities when this happens.
- 5.3 If you have asked to collect the Goods from Our premises, you can collect the Goods from Us at any time during Our normal working hours on weekdays.
- 5.4 Delivery of an Order shall be completed when We deliver the Goods to the address you gave Us or you collect them from Us.
- 5.5 Any Goods delivered to You by third-party carriers and/or on a pallet must be inspected by You immediately on delivery and you must immediately inform the delivery person and clearly write on the delivery paperwork details of any shortfalls, damaged goods, damaged packaging or other discrepancies. In addition you must immediately notify

Us by telephone and give notice to Us in writing of such shortfalls, damaged goods, damaged packaging or other discrepancies within 24 hours or delivery accompanied by photographic evidence where appropriate. This will allow Us to take up the matter promptly with the third-party carrier. Please note however that this does not in any way affect your legal rights as a consumer in relation to Goods that are not as described or faulty.

- 5.6 If no one is available at your address to take delivery, (and it is not possible for delivery to be made through your letter-box), it is the standard practice of our third party couriers to leave you a note that the Goods have been returned to Our premises, in which case, please contact us to rearrange delivery.
- 5.7 If We are not able to deliver the whole of the Order at one time due to operational reasons or shortage of stock, We will deliver the Order in instalments. We will not charge you extra delivery costs for this. However, if you ask Us to deliver the Order in instalments, We may charge you extra delivery costs. Each instalment shall constitute a separate contract governed by these Terms. If We are late delivering an instalment or one instalment is faulty, that will not entitle you to cancel any other instalment.

5.8 The Goods will be your responsibility from the completion of delivery **OR** from when you collect the Goods from Us.

5.9 You own the Goods once We have received payment in full.

6. IF THE GOODS ARE FAULTY

As a consumer, you have legal rights in relation to Goods that are faulty or not as described. Advice about your legal rights is available from your local Citizens' Advice Bureau or Trading Standards office. Nothing in these Terms will affect these legal rights.

7. THIRD-PARTY MANUFACTURER'S GUARANTEE OF GOODS

7.1 If the Goods come with a manufacturer's guarantee, this will be provided with the Goods.

7.2 This guarantee is in addition to your legal rights in relation to the Goods that are faulty or not as described. Advice about your legal rights is available from your local Citizens' Advice Bureau or Trading Standards office.

8. GOODWILL RETURN OF GOODS

8.1 If you are unhappy with the Goods for any reason or you change your mind outside of the 'Cooling Off Period' referred to in Clause 12, please contact us. We may, at our sole discretion, accept Goods returned to us provided they are in their original packaging (repacked in the manner in which the Goods were delivered to you), are accompanied by a proof of purchase, are in a good and saleable condition and are returned to us within 30 days of receipt by you. If we accept the return of any Goods under this clause we will refund you the price you paid for the Goods however a handling charge of 15% of the price of the Goods and any delivery charges will be made.

8.2 This goodwill return policy is in addition to your legal rights in relation to the Goods that are faulty or not as described. Advice about your legal rights is available from your local Citizens' Advice Bureau or Trading Standards office.

9. PRICE AND PAYMENT

9.1 The price of the Goods will be set out in Our price list in force at the time We confirm your Order. Our prices may change at any time, but price changes will not affect Orders that We have confirmed with you.

9.2 These prices include VAT. However, if the rate of VAT changes between the date of the Order and the date of delivery or performance, We will adjust the rate of VAT that you pay, unless you have already paid for the Goods in full before the change in the rate of VAT takes effect.

9.3 The price for the Goods excludes delivery costs, which will be added to the total amount due.

9.4 It is always possible that, despite Our best efforts, some of the Goods We sell may be incorrectly priced. We will normally check prices as part of Our despatch procedures so that, where the Goods' correct price is less than Our stated price, We will charge the lower amount when dispatching the Goods to you. If the Goods' correct price is higher than the price stated on Our website or in Our catalogue or brochure, We will contact you to tell you and for your instructions. If the pricing error is obvious and unmistakable and could have reasonably been recognised by you as a mispricing, We do not have to provide the Goods to you at the incorrect (lower) price.

9.5 Where We are providing Goods to you, you must make payment for Goods in advance by credit or debit card. We will not charge your credit or debit card until We despatch the Goods to you.

9.6 If you do not make any payment due to Us by the due date for payment, We may charge interest to you on the overdue amount at the rate of 3% a year above the base lending rate of Lloyds 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.

9.7 However, if you dispute an invoice in good faith and contact Us to let Us know promptly after you have received an invoice that you dispute it, clause 9.6 will not apply for the period of the dispute.

10. OUR LIABILITY TO YOU

10.1 If We fail to comply with these Terms, We are responsible for loss or damage you suffer that is a foreseeable result of Our breach of the Terms or Our negligence, but We are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if they were an obvious consequence of our breach or if they were contemplated by you and Us at the time we entered into this contract.

10.2 We only supply the Goods for domestic and private use. You agree not to use the Goods for any commercial, business or re-sale purpose, and We have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.

- 10.3 You agree that you will ensure that all Goods that require fitting and installation of any nature will be fitted and installed by competent fitters and installers suitably qualified to fit and install the Goods.
- 10.4 We do not exclude or limit in any way Our liability for:
- death or personal injury caused by Our negligence or the negligence of Our employees, agents or subcontractors;
 - fraud or fraudulent misrepresentation;
 - breach of the terms implied by section 12 of the Sale of Goods Act 1979 (title and quiet possession);
 - breach of the terms implied by sections 13, 14 and 15 of the Sale of Goods Act 1979 (description, satisfactory quality, fitness for purpose and samples); and
 - defective products under the Consumer Protection Act 1987.

11. EVENTS OUTSIDE OUR CONTROL

- 11.1 We will not be liable or responsible for any failure to perform, or delay in performance of, any of Our obligations under these Terms that is caused by an Event Outside Our Control.
- 11.2 An Event Outside Our Control means any act or event beyond Our reasonable control.
- 11.3 If an Event Outside Our Control takes place that affects the performance of Our obligations under these Terms:
- We will contact you as soon as reasonably possible to notify you; and
 - Our obligations under these Terms will be suspended and the time for performance of Our obligations will be extended for the duration of the Event Outside Our Control. Where the Event Outside Our Control affects Our delivery of Goods to you, We will arrange a new delivery date with you after the Event Outside Our Control is over.
- 11.4 You may cancel the contract if an Event Outside Our Control takes place and you no longer wish Us to provide the Goods. Please see your cancellation rights under clause 12. We will only cancel the contract if the Event Outside Our Control continues for longer than twenty four weeks in accordance with Our cancellation rights in clause 13.

12. YOUR RIGHTS TO CANCEL AND APPLICABLE REFUND

- 12.1 You have the following rights to cancel an Order for Goods (other than made-to-measure Goods), including where you choose to cancel because We are affected by an Event Outside Our Control or We change these Terms under clause 3.1 to your material disadvantage:
- You may cancel any Order for Goods at any time before We despatch the Goods by contacting Us in writing. We will confirm your cancellation in writing to you.
 - If you cancel an Order under clause 12.1(a) and you have made any payment in advance for Goods that have not been delivered to you, We will refund these amounts to you within 30 days of cancellation.
 - You may cancel any Order for Goods at any time during the seven working-day period immediately following delivery of the Goods ("the Cooling Off Period") by contacting Us in writing in accordance with clause 14.3.
 - If you cancel an Order for Goods under clause 12.1(c), You must return the Goods to Us or arrange for Us to collect the Goods. The Goods must be in their original packaging, repacked (as far as is possible) in the same manner in which the Goods were delivered to You, must be in a good and saleable condition and must be accompanied by a proof of purchase. We will charge you the cost of collection or you will have to pay the cost of returning the Goods back to Us. This will not affect your refund for the Goods, but any charge for collection will be deducted from the refund that is due to you.
- 12.2 Unfortunately, as the made-to-measure Goods are made to your requirements, you will not be able to cancel your Order once made (but this will not affect your legal rights as a consumer in relation to made-to-measure Goods that are faulty or not as described).

13. OUR RIGHTS TO CANCEL AND APPLICABLE REFUND

- If We have to cancel an Order for Goods (including made-to-measure Goods) before the Goods are delivered:
- We may have to cancel an Order before the Goods are delivered, due to an Event Outside Our Control or the unavailability of stock. We will promptly contact you if this happens.
 - If We have to cancel an Order under clause 13(a) and you have made any payment in advance for Goods that have not been delivered to you, We will refund these amounts to you.
 - Where We have already started work on your Order for made-to-measure Goods by the time We have to cancel under clause 13(a), We will not charge you anything and you will not have to make any payment to Us.

14. INFORMATION ABOUT US AND HOW TO CONTACT US

- 14.1 We are a sole trader and our company address is Brookside, Wincanton Road, Huish Episcopi, Somerset TA10 9QT.
- 14.2 If you have any questions or if you have any complaints, please contact Us. You can contact Us by telephoning Our customer service team at 07935 515452 or by emailing our customer service team.
- 14.3 If you wish to contact Us in writing, or if any clause in these Terms requires you to give Us notice in writing (for example, to cancel the contract), you can send this to Us by e-mail, by hand, or by pre-paid post to Kamporama, Brookside, Wincanton Road, Huish Episcopi, Somerset TA10 9QT. We will confirm receipt of this by contacting you in writing. If We have to contact you or give you

notice in writing, We will do so by e-mail, by hand, or by pre-paid post to the address you provide to Us in the Order.

15. HOW WE MAY USE YOUR PERSONAL INFORMATION

- 15.1 We will use the personal information you provide to Us to:
- provide the Goods;

- process your payment for such Goods; and
- inform you about similar products or services that We provide, but you may stop receiving these at any time by contacting Us.

- 15.2 We will not give your personal data to any third party.

16. OTHER IMPORTANT TERMS

- 16.1 We may transfer Our rights and obligations under these Terms to another organisation, and We will always notify you in writing if this happens, but this will not affect your rights or Our obligations under these Terms.
- 16.2 You may only transfer your rights or your obligations under these Terms to another person if We agree in writing.
- 16.3 This contract is between you and Us. No other person shall have any rights to enforce any of its terms.
- 16.4 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 If We fail to insist that you perform any of your obligations under these Terms, or if We do not enforce Our rights against you, or if We delay in doing so, that will not mean that We have waived Our rights against you and will not mean that you do not have to comply with those obligations. If We do waive a default by you, We will only do so in writing, and that will not mean that We will automatically waive any later default by you.
- 16.6 These Terms are governed by English law. You and We both agree to submit to the non-exclusive jurisdiction of the English courts. However, if you are a resident of Northern Ireland you may also bring proceedings in Northern Ireland, and if you are a resident of Scotland, you may also bring proceedings in Scotland.