

## TERMS AND CONDITIONS

**Please read all these terms and conditions.**

As we can accept your order and make a legally enforceable agreement without further reference to you, you must read these terms and conditions to make sure that they contain all that you want and nothing that you are not happy with. If you are not sure about anything, please telephone us on 07907352700/014823299014. NB; Telephone calls maybe recorded for training purposes.

### Application

- 1- These Terms and Conditions will apply to the purchase of the services and/or goods by you (the **Customer**).
- 2- BC Master Locksmiths of 3A Cranbourne Street, Hull, HU3 1PP with email address bcmasterlocksmith@gmail.com; telephone number 07907352700; (the **Supplier** or **us** or **we**).

These are the terms on which we sell all Services to you. By ordering any of our Services, you agree to be bound by these Terms and Conditions.

### Interpretation

- 3- **Consumer** means an individual acting for purposes which are mainly outside his trade, business or profession.
- 4- **Contract** means the legally binding agreement between you and us for the supply of services.
- 5- **Goods** mean any goods that we supply to you as part of our service.
- 6- **Order** means the Customers order for our services.
- 7- **Services** means the services, including any Goods, set out in the order.

### Services

- 8- The description of the Services and any Goods is set out on our website, or other forms of advertisement.
- 9- We can make changes to the Services if it is necessary to comply with any relevant law or safety requirements. We will notify you if this is the case.

### Customer Responsibilities

- 10- You must provide us with access to any premises in order for us to carry out the Service and obtain any necessary consent or licences (unless otherwise agreed).

- 11- Failure to comply entitles us to suspend the services until you remedy it or we can terminate the Contract.

### Basis of Sale

- 12- The description of the Services in our website, or other form of advertisement does not constitute a contractual offer to supply Services.
- 13- When an Order has been made, we can reject it but will endeavour to tell you the reason why.

### Fees and Payments

- 14- The fees for the Services is that set out on our price list or such other price as we may agree upon. Prices for Services may be calculated on a fixed fee or on a standard rate basis.

*Payment for Services is on completion of the Order. You must pay in cash or by submitting your credit or debit details. We can take payment immediately*

### Risk and Title

- 15- Failure to pay for the Services means you do not own the Goods. They, therefore, remain the property of **BC Master Locksmiths**. In which case you must allow us to collect them with immediate effect.

### Withdrawal and Cancellation

- 16- You can cancel the Order before the contract is made, without giving us a reason and without incurring liability.

### Conformity and Guarantee

- 17- We have a legal duty to supply the Services/Goods in conformity with the contract, and will not have conformed if it does not meet the following obligations.
- 18- Upon completion, the Services/Goods will:

*Be of satisfactory quality.*

*Be fit for purpose.*

*Conform to their description.*

*We will supply the Services with reasonable skill and care.*

- 19- Details of the guarantee, including the name and address of the manufacturer, the duration is set out in the manufacturers guarantee provided with the Goods.
- 20- We will provide the following after sales service;

*Providing the Goods have not been tampered with in any way what so ever, we will endeavour to find a solution if the Goods are found to be defected.*

*BC Master Locksmiths accepts no responsibility for any unavoidable damage to surrounding areas as a result of the works carried out for the Customer, who has been informed of the possible risks and given prior consent, whether this be verbally or written.*

#### **Duration, termination and suspension**

- 21- The Contract continues as long as it takes us to perform the Services.
- 22- If delivery of Goods/Service is delayed by any cause beyond the reasonable control of the Supplier, a reasonable extension of time shall be granted. If the delay persists for such time that the Supplier considers 'unreasonable' the contract can be terminated without liability and prejudice.
- 23- Either you or we may terminate the Contract or suspend Services at any time by a written notice of termination or suspension to the other if the other; commits a serious breach of the Contract and the breach cannot be fixed or is not fixed within 30 days of the written notice or is subject to any step towards bankruptcy or liquidation.
- 24- Upon termination, any of our respective remaining rights and liabilities will not be affected.

#### **Privacy**

- 25- Your privacy is critical to us. We respect your privacy and comply with the General Data Protection Regulation with regard to your personal information.
- 26- For the purpose of these terms and conditions;
  - a. 'Data Protection Laws' means any applicable law relating to the processing of Personal Data including but not limited to the Directive 95/46/EC (Data Protection Directive) or the GDPR
  - b. 'GDPR' means the General Data Protection Regulation (EU) 2016/679.
  - c. Before or at the time of collecting personal data, we will identify the purposes for which information is collected.

- d. We will only Process Personal Data for the purposes identified;
- e. We will respect your rights in relation to your Personal Data;
- f. We will implement technical and organisational measures to ensure your personal data is secure
- g. For any enquires or complaints regarding data privacy, you can email; [bcmasterlocksmith@gmail.com](mailto:bcmasterlocksmith@gmail.com)

#### **Subcontractors**

- 27- The Customer cannot assign or transfer the performance of the Contract without prior written consent of the Supplier. The Supplier will be liable for the acts of any sub-contractors who it chooses to help perform its duties.

#### **Governing law, jurisdictions and complaints**

- 28- The Contract is governed by the law of England and Wales.
- 29- Disputes can be submitted to the jurisdictions of the courts of England and Wales.
- 30- We try to avoid any disputes, so we deal with complaints as follows; if a dispute occurs, the customer should contact us to find a solution. We aim to respond with an appropriate solution within an agreed time.