

Kim & Co Terms and Conditions

Kim & Co is pleased to provide a professional laundry service to you (“you” or the “customer”), subject to your compliance with and acceptance of the terms and conditions set forth below. Please read the following provisions carefully. Your use of Kim & Co indicates an acceptance of the terms and conditions set below and are therefore bound by them. This agreement is strictly between Kim & Co and its customers and does not in any way constitute or imply any relationship with any other parties.

Delivery Schedule

The delivery of laundry to you will include a pre-agreed time and date. As we are a small business we are limited in relation to the areas where we can deliver. As a result, you may be refused the option for delivery even if the order does exceed the minimum delivery charge of £15. If there is an agreement made where the pick-up is in an area where we do not cover, a surplus charge may be applied for fuel costs.

If you wish to change a pre-agreed time with us, please contact us either through our telephone number: 01686 626964 or email info@newtownlaundryservice.co.uk. Kim & Co are not responsible for a customer failing to provide dirty laundry at the agreed time. A rearranged time can be agreed with us or the customer has the option to drop off their laundry. It is the customer’s responsibility to ensure that our employees are able to gain access to their laundry if we do a collection. Kim & Co will not be responsible for any laundry left unattended.

If you wish to collect your laundry from us, collection is available Monday to Friday, between 9:00am and 5:30pm. If the customer does miss the timeframe, they will be able to drop off their laundry the following business day. The minimum time period we allow for laundry to be cleaned is 48 hours. More complex laundry may take longer because of the special treatment that is needed for it. Kim & Co has the option to issue a longer waiting period if the business is in a busy period, as 48 hours becomes difficult to adhere by.

Procedure and Terms

For customers with an account, Kim & Co can issue laundry bags and tag them with the customer’s name. Account customers must OPT-IN for this service. If the customer wishes to leave our service, they must return the laundry bags as it is the property of Kim & Co. Alternatively, the customer can purchase the bags from us for a reasonable price. It is a requirement that once the customer either opts out or leaves Kim & Co, they are to return the bags. Failure to do so will result in an invoice being sent for the purchase of the bags.

If the customers have not opted in for this service, they must provide their laundry in a reasonable alternative to a laundry bag. The customer agrees not to include any of the following that are in or attached to any of the items to be cleaned or inside any of the customer’s laundry bags: (i) non-washable items, (ii) items that are labelled for hand washing and/or dry-cleaning only, or (iii) any other items not meant for laundering or dry-cleaning. If the customer wishes to include laundry for dry cleaning, it must be kept in a separate bag and labelled. Alternatively, the customer can process their dry cleaning in the on-site shop. The customer is responsible for any and all damage caused by any items left in the customer’s clothing or laundry bag that cause damage to the clothing of any customer, the cleaning machines, or any other property of Kim & Co or its customers. Kim & Co is

not responsible for, and shall not pay for, any loss, damage or theft of items left unattended by the customer for pickup or delivery. The customer is responsible for ensuring their laundry is left in a safe environment, and that a Kim & Co employee can obtain the laundry bag.

Missed/Unattended Delivery or Pick Up

Kim & Co are not responsible for unattended laundry being stolen or damaged if the laundry has been placed in a location designated by the customer. If there are any circumstances that cause the failure of collection of laundry, please email us at info@newtownlaundryservice.co.uk either a week prior or after the agreed pickup/delivery.

Our policy on uncollected laundry is as follows:

- I. 1-4 Weeks without collection – the customer shall be given the benefit of the doubt and no action will be taken
- II. 4-5 Weeks without collection – the customer will be contacted informing that the items are still waiting to be collected
- III. 5-6 Weeks without collection – the customer will be asked to come and collect their items, along with payment
- IV. 6-7 Weeks without collection – the customer will be told that we have the authority under Torts (Interference with Goods) Act 1977 S.12 to sell their laundry if they do not collect and pay

Accordingly, a fee (10% of the transaction) will be added onto the bill until it is paid in full or the customer has made contact with Kim & Co explaining why they have not been able to pay. Kim & Co will still expect payment so an agreement will be made on the most efficient way to receive payment from the customer will be.

Payment

The customer must pay the charges that have been agreed upon prior to the laundering of their items. Customers who have an account with Kim & Co are split across two categories: Invoiced Accounts, customers who are invoiced for their laundry at the month; and Collect and Pay Accounts, a customer who pay when they collect their laundry.

Payment from Invoiced Accounts is given a 2-week payment period (30-days maximum) from when the invoice was issued. Payment from Collect and Pay Accounts are given a 14-day period to pay. If there are any issues or circumstances why the customer cannot pay, they must inform us, and a payment plan can be organised. They can inform us by either telephone: 01686 626964 or email info@newtownlaundryservice.co.uk. The customer hereby grants Kim & Co the right to withhold the customer's laundry if they do not pay.

Our policy on collected laundry but no payment has been received is as follows:

- I. 4-5 Weeks without payment - A reminder is sent to the customer
- II. 5-6 Weeks without payment – A text reminder is sent to the customer
- III. 6-7 Weeks without payment – The customer is reminded next time they are collecting or being delivered their laundry
- IV. 7-8 Weeks without payment – The customer is sent a statement of their account
- V. 8-9 Weeks without payment - The customer is asked over the phone if they can pay immediately (over the phone payment is available)

- VI. Refusal to pay will result in Kim & Co contacting a debt collection agency if the matter is not resolved

Kim & Co holds the right to add interest onto the invoice if it feels the late payment is becoming an issue for the business.

Refunds

Customers will have a seven-day period to report any discrepancies with the quality of their laundry. If the complaint is made after the seven-day period, then Kim & Co no longer have an obligation to issue a refund. In the event there are unforeseen circumstances that interrupt Kim & Co's services, there will be no refunds for customers who do not have an account with Kim & Co. Customers who have an account with Kim & Co, if they wish, can have credit put onto their account as a method of a refund. If Kim & Co agrees to issue a refund, we will pay no more than the value of the item. If the customer has failed to provide us with any important details about their laundry, that cause the destruction of the laundry when being processed through a normal wash and dry process, Kim & Co will not provide a refund.

Garment Care

Kim & Co is not responsible for the customers' laundry items bleeding, shrinking, fading, or becoming worn out by the normal wash and dry laundry process. We are not responsible for the laundry bleeding on the first time of washing if we were not informed that it was new. Kim & Co will not be responsible for buttons, beads, seams etc, becoming loose during a normal wash and dry process. Because Kim & Co is a professional laundry service, we handle our laundry with reasonable care. Kim & Co will not be responsible for any defects caused by the manufacturer, such as weak material; or previous staining. Kim & Co will not be responsible for the damage of special instruction laundry if the customer was made aware of the dangers by a member of staff, and that the customer signed a declaration slip declaring they were made aware of the dangers, but still wished Kim & Co to wash the laundry.

Loss, Damage and Storage

In the rare instance that your laundry is lost or damaged by Kim & Co, we will issue you a refund or credit for the value of your laundry, as specified in the Consumer Rights Act 2015, section 24. Kim & Co is not liable for damage or loss due to the fault of its third-party cleaners. Any issues relating to damage or loss must be taken to the third-party cleaner. Kim & Co will be happy to give you the appropriate information on how to address the issue.

We are not liable for any pre-existing damage to laundry. Any pre-existing damage must be brought to our attention when the laundry is brought into the shop. The customer must sign a declaration slip or give verbal consent to our member of staff to continue laundering.

Missing or damaged items must be reported to us within two (2) days of exchanging the laundry. If you believe Kim & Co is in possession of an item but we are under the impression it is not on the premises, please detail us: the size of the item; the colour of the item; the brand of the item; when you had given us the item. If, after seven (7) days, the item has not been found, we may compensate you for the loss item at no more than half the value, as we believe the blame is shared between Kim & Co and the customer.

Disclaimer

Kim & Co liability shall be limited to general money damages in a maximum amount not to exceed the transactions paid by the customer, where damages are to be alleged to have occurred to the laundry. This liability shall be the of Kim & Co liability regardless of the form in which any legal or equitable action may be brought against Kim & Co. In no event will Kim & Co be held liable or be responsible for any consequential, special, indirect, incidental or punitive loss or damages, whether Kim & Co knew or would have known of the likelihood of any such loss or damages.