

Mastercraft® Kitchens

Terms and Conditions for the supply of Bespoke Goods and Services including Kitchen Design and Fitting

Background

These Terms and Conditions are the standard terms for the sale of goods by Mastercraft Manufacturing Ltd, a Private Limited Company registered in England under number 12044769, whose registered address is Pelican House, 119c Eastbank Street, Southport, Merseyside, PR8 1DQ and whose main trading address is 1, Imperial Court, Exchange Street East, Liverpool, L2 3AB.

1 Definitions and Interpretation

1.1 In these Terms and Conditions, unless the context otherwise requires, the following expressions have the following meanings:

“Business Day or Working Day”	means, any day other than a Saturday, Sunday or bank holiday, and excluding any days when our factory is closed due to annual shutdowns;
“Calendar Day”	means any day of the year;
“Commercial Unit”	means a delivery of Goods, the character and/or value of which would be materially impaired if divided;
“Contract”	means the contract for the purchase and sale of Goods, as explained in Clause 3;
“Goods”	means the goods which are to be supplied by Us to you as specified in your Order (and confirmed in Our Order Acceptance);
“Month”	means a calendar month;
“Price”	means the price payable for the Goods;
“Special Price”	means a special offer price payable for Goods which We may offer from time to time;

“Order”	means your order for the Bespoke Goods as described in the contract document.
“Order Confirmation”	means Our acceptance and confirmation of your Order as described in Clause 3;
“We/Us/Our”	means Mastercraft Manufacturing Ltd trading as Mastercraft Kitchens, a Private Limited Company registered in England under number 12044769, whose registered address is Pelican House, 119c Eastbank Street, Southport, Merseyside, PR8 1DQ and whose main trading address is 1, Imperial Court, Exchange Street East, Liverpool, L2 3AB.
“Agreement”	means the formal agreement between You and Us in the form attached as Schedule 4 which will incorporate and be subject to these Terms and Conditions;
“Agreed Times”	means the times which You and We agree for Us to have access to the Property to carry out and complete the Services as specified in the Agreement;
“Business”	means any business, trade, craft or profession carried on by You or any other person/organisation;
“Consumer”	means a “consumer” as defined by the Consumer Rights Act 2015, and in relation to these Terms and Conditions means an individual customer of the Supplier who receives any Services for their personal use and for purposes wholly or mainly outside the purposes of any Business;
“Design Services”	means the details of kitchen design services to be provided as set out in an attachment to the Agreement;
“Design Terms and Conditions”	means the terms set out in Schedule 1 that will apply in addition to those set out in Clauses 1- 33 where We are to provide Design Services;
“Fitting Services”	means the details of kitchen fitting services to be provided as set out in an attachment to the Agreement;

“Fitting Terms and Conditions”	means the terms set out in Schedule 2 that will apply in addition to those set out in Clauses 1- 33 where We are to provide Fitting Services;
“Inseparably Mixed Goods”	means Products that have become mixed inseparably (according to their nature) with other Products or other items after delivery;
“Kitchen”	means the location (at the Property) which is the subject of the Services;
“Model Cancellation Form”	means the model cancellation form available on request;
“Order”	means Your initial request for Us to provide a Quotation for any of the Services;
“Our Premises”	means Our “business premises” as that expression is defined in the Regulations;
“Personalised Goods”	means Products that are made to Your specifications, or Design or are clearly personalised;
“Price”	means the total sum (as shown on invoices issued in accordance with Clause 6 of these Terms and Conditions) that You must pay for the Services under the Agreement;
“Price for the Products”	means, the price We charge You for the Products that We use when We provide any Supply Services, being part or all of the Price payable for Supply Services;
“Products”	means the products, materials and other items We supply which are required for Supply Services as such items are specified in the Agreement;
“Project”	means the project (if any) within which We will be providing the Services to You, and the project may include supply or products, materials, work, or services (including design) additional to any Services We are to provide;
“Property”	means Your home (as detailed in the Order and the Agreement) in which the Kitchen is located;
“Quotation”	means the quotation We give to You in accordance with Clause 4 detailing the services We will provide to You and the Price We will charge You for, in each case, Design Services, Fitting Services or Supply Services;

“Quoted Price”	means the Price set out in the Quotation for Design Services, Fitting Services or Supply Services;
“Regulations”	means The Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013;
“Services”	means the Design Services and/or Fitting Services and/or Supply Services that We are to provide as specified in a copy of an accepted Quotation attached to the Agreement;
“Start Date”	means the date You and We agree on for Us to start providing the Service as specified in the Agreement;
“Supply Services”	means the details of Product and other supply services to be provided as set out in an attachment to the Agreement;
“Supply Terms and Conditions”	means the terms set out in Schedule 3 that will apply in addition to those set out in Clauses 1-33 where We are to provide Supply Services;
“Third Party Contractor”	means any other contractor or consultant working on the Project;
“Visit”	means any occasion, scheduled or otherwise, on which We visit the Property to provide any of the Services;
“We/Us/Our”	means the Supplier and includes all employees, agents and sub-contractors of the Supplier;
“You/Your”	means a Consumer who is a customer of the Supplier.

- 1.2 Each reference in these Terms and Conditions to “writing” and any similar expression includes electronic communications whether sent by e-mail, text
- 1.3 Each reference to a statute or provision of a statute is a reference to that statute or provision as amended or re-enacted at the relevant time.
- 1.4 Each reference to “these Terms and Conditions” is a reference to these Terms and Conditions including the Schedules to it.
- 1.5 Each reference to a Schedule is a reference to a schedule to these Terms and Conditions.

- 1.6 The headings used in these Terms and Conditions are for convenience only and do not affect the interpretation of these Terms and Conditions.
- 1.7 Words signifying the singular number will include the plural and vice versa.
- 1.8 References to any gender will include the other gender.
- 1.9 References to persons, unless the context otherwise requires, include corporations.

2. Information About Us

- 2.1 Mastercraft Manufacturing Ltd trading as Mastercraft a Private Limited Company registered in England under number 12044769, whose registered address is Pelican House, 119c Eastbank Street, Southport, Merseyside, PR8 1DQ and whose main trading address is 1, Imperial Court, Exchange Street East, Liverpool, L2 3AB.

3. The Contract

- 3.1 These Terms and Conditions govern the sale of goods by Us and will form the basis of the Contract between Us and you. Before making your Order, please ensure that you have read these Terms and Conditions carefully. If you are unsure about any part of these Terms and Conditions, please ask Us for clarification.
- 3.2 Nothing provided by Us including, but not limited to, sales and marketing literature, price lists and other documents constitutes a contractual offer capable of acceptance. Your Order constitutes a contractual offer that We may, at Our discretion, accept.
- 3.3 A legally binding contract between Us and You will be created upon Our acceptance of your Order, indicated by Our Order Confirmation. Order Confirmations will be provided by email or by post in writing. This Confirmation date will be deemed as the Commencement date of Our Services.
- 3.4 We shall ensure that the following information is given or made available to you prior to the formation of the Contract between Us and you, save for where such information is already apparent from the context of the transaction:
 - 3.4.1 The main characteristics of the Goods;
 - 3.4.2 Our identity (set out above in Clause 2) and contact details (set out below in Clause 12);
 - 3.4.3 The total Price for the Goods including taxes or, if the nature of the Goods is such that the Price cannot be calculated in advance, the manner in which it will be calculated;
 - 3.4.4 Where applicable, all additional delivery charges or, where such charges cannot be calculated in advance, the manner in which they will be calculated;

- 3.4.5 Where applicable, the arrangements for payment, delivery and the time by which We undertake to deliver the Goods;
- 3.4.6 Our complaints handling policy;
- 3.4.7 We shall ensure that you are aware of Our legal duty to supply goods that are in conformity with the Contract;
- 3.4.8 Where applicable, details of after-sales services and commercial guarantees;

4 Description and Specification of Goods

- 4.1 We have made every reasonable effort to ensure that the Goods conform to illustrations, photographs and descriptions provided in Our sales and marketing literature and descriptions provided by Our salespeople and Our designers. We cannot, however, guarantee that all illustrations and/or photographs will be precisely accurate due to discrepancies that may arise during the printing process and differences in the colour reproduction of electronic displays.
- 4.2 Samples of products displayed are to show substance, style and general character only and no warranty is given that the colour, size, thickness, shape or any other feature of the goods supplied will exactly correspond, in detail, with any sample supplied or shown.
- 4.3 We will ensure that the goods correspond with the style, description and quality of the sample tested, supplied or examined. Where the goods are manufactured from natural materials such as wood there will be discrepancies and variations in the graining, texture and colour. Such discrepancies and variations will not be classified as defects
- 4.4 If you receive any Goods that do not conform to illustrations, photographs or descriptions under sub-Clause 4.1 you may return those Goods to Us as provided in Clause 8.
- 4.5 If We find, or are made aware of, any typographical, clerical or other accidental errors or omissions in any sales and marketing literature, price lists or any other documents We will make every reasonable effort to correct such errors or omissions as soon as is reasonably possible. If, as a result of any such error or omission, you have received the wrong Goods, you may return those Goods to Us for non-compliance with the description as provided in Clause 8. If, as a result of any such error or omission, you have paid too much, We will refund the excess paid for the Goods.
- 4.6 We reserve the right to make any changes in the specification of the Goods that may be required to conform to any applicable safety or other legal or regulatory requirements without notice.
- 4.7 It is Our policy is to continually develop and improve and therefore We reserve the right to vary the design and/or specification of any product, without prior notice to you.

- 4.8 Bespoke Goods are available from Us. If you Order bespoke Goods from Us, We will produce, manufacture AND/OR alter those Goods to your specifications and requirements. Further information on the information We will require with your Order for bespoke Goods can be found on our website.
- 4.9 When placing an Order for bespoke Goods, please ensure that all information that you provide to Us is correct, accurate and complete. We cannot accept the return of any bespoke Goods if the return is due to incorrect information provided by you. Please note that this does not affect your legal rights (including but not limited to those described in these terms and conditions).

5 Orders for Goods

- 5.1 All Orders for Goods made by you will be subject to these Terms and Conditions.
- 5.2 You may change your Order at any time before We commence the manufacture or buy in the raw materials of the Goods in question by contacting Us. **This does not apply to bespoke Goods.** We will only accept changes to Orders for bespoke Goods if We are reasonably able to accommodate your request without additional work. Requests to change bespoke Orders need to be made in writing.
- 5.3 If your Order is changed We will inform you of any change to the Price in writing.
- 5.4 You cannot cancel bespoke Kitchen Contracts or Goods (unless you are cancelling under sub-Clause 11.2.5 due to an event outside of Our control). If you request that your Order be cancelled under sub-Clause 11.2.5, you must confirm this cancellation in writing.
- 5.5 We may cancel your Order or a component from your Order at any time before We despatch the Goods in the following circumstances:
- 5.5.1 The Goods or Components are no longer in production and We are unable to re-stock (if, for example, the Goods are discontinued); or
- 5.5.2 An event outside of Our control continues for more than 6 months. (please see Clause 11 for events outside of Our control).
- 5.6 If We cancel your Order under sub-Clause 5.5 and you have already paid for the Goods under Clause 6, the payment will be refunded to you within one month. If We cancel your Order, the cancellation will be confirmed by Us in writing.

6. Price and Payment of Goods

- 6.1 The Price of the Goods will be that shown in Our price lists in force at the time of your Order. If the Price shown in your Order differs from Our current Price We will inform you upon receipt of your Order.

- 6.2 If We quote a Special Price which is different to the Price shown in Our current price lists the Special Price will be valid for 30 days or, if the Special Price is part of an advertised special offer, for the period shown in the advertisement. Orders placed during this period will be accepted at the Special Price even if We do not accept the Order until after the period has expired.
- 6.3 Our Prices may change at any time but these changes will not affect any Orders that We have already accepted unless the delivery of the Order is after 9 months from Acceptance.
- 6.4 We have made every reasonable effort to ensure that Our Prices, as shown in Our current price list are correct. Prices will be checked when We process your Order. If the actual Price of the Goods is lower than that stated in your Order, you will be charged the lower Price (unless the lower price was an obvious mistake that you could have reasonably recognised). If the actual Price of the Goods is higher than that stated in your Order, We will ask you how you wish to proceed.
- 6.5 All Prices include VAT. If the rate of VAT changes between the date of your Order and the date of your payment, We will adjust the rate of VAT that you must pay. Changes in VAT will not affect any Prices where We have already received payment in full from you.
- 6.6 Our Prices include the cost of delivery to mainland Britain only.
- 6.7 All payments for Goods must be made in advance before We can despatch the Goods to you. Pre-Delivery payment requests will be sent by email.
- 6.8 We accept the following methods of payment:
- 6.8.1 Faster Payments Bank Transfer
 - 6.8.2 Credit Cards
 - 6.8.3 Debit Cards
 - 6.8.4 Cash
- 6.9 Credit and/or debit cards may be charged before We despatch the Goods to you.
- 6.10 Actual amounts of payments due are as referred to on your contract sales order and issued by email notification.
- 6.10 Cash Order values of less than £10,000 are subject to full payment before manufacture and delivery.
- 6.11 Cash Order values of £5,000 and over are subject to an initial deposit payment of 25% of the contract value, due upon signing and will be accepted by Cash, Debit

Card, Credit Card or Faster Payment Bank Transfer.

- 6.12 The remaining contract balance, (less 20% of any fitting charge), will be due:
- 6.12.1 For standard door finishes: at least twenty-one (21) working days before the requested delivery date or after six (6) months of order, whichever is the sooner and will only be accepted by Faster Payments Transfer, BACS Payment Transfer, Debit Card or Cash. The details of the Faster Payments system will be advised in our pre-delivery correspondence.
- 6.12.2 For bespoke and painted finishes: at least forty-two (42) working days before the requested delivery date or after six (6) months of order, whichever is the sooner. **For the purposes of this clause, "working days" shall exclude Saturdays, Sundays, UK bank holidays, and any dates during which our factory is closed due to scheduled shutdowns.** Payments will only be accepted by Faster Payments Transfer, BACS Payment Transfer, Debit Card or Cash. The details of the Faster Payments system will be advised in our pre-delivery correspondence.
- 6.13 If Payments by credit or debit cards are accepted, any payments made on credit or debit cards may be registered as recurring payments on our terminals until the contract is paid in full. These cards may then be used to pay any outstanding balances should they become overdue. We accept Visa and Mastercard.
- 6.14 Installation retention balances if any will fall due on the "final day of installation" and will be payable immediately. The final day of installation will be deemed as when all the goods and services have been provided.
- 6.15 If you do not make payment to Us by the due date as shown in/on Our Order Confirmation document, or Invoice We may charge you interest on the overdue sum at the rate of 8% per annum above the base lending rate of National Westminster Bank from time to time. Interest will accrue on a daily basis from the due date for payment until the actual date of payment of the overdue sum, whether before or after judgment. You must pay any interest due when paying an overdue sum.
- 6.16 The provisions of sub-Clause 6.15 will not apply if you have promptly contacted Us to dispute an invoice in good faith. No interest will accrue while such a dispute is ongoing.

7. Delivery of Goods

- 7.1 Please note that delivery is currently only possible within mainland Britain.
- 7.2 When We provide you with an Order Confirmation, We will provide an estimated delivery date. Please note that estimated delivery dates may vary according to the availability of Goods, your location, and circumstances beyond Our control.
- 7.3 If you indicate in your Order that you wish to collect the Goods from Us yourself you may do so after receiving Our Order Confirmation, during Our factory business hours of 8:30am – 4:30pm by prior arrangement.

- 7.4 Delivery will be deemed to have taken place when the Goods have been delivered to the delivery address indicated in your Order and you (or someone identified by you) have taken physical possession of the Goods or, if you are collecting the Goods from Us yourself, when you have collected the Goods.
- 7.5 If for any reason We are unable to deliver the Goods at your chosen delivery address, We will leave a note informing you that the Goods have been returned to Our premises, requesting that you contact Us to arrange re-delivery.
- 7.6 The responsibility (sometimes referred to as the “risk”) for the Goods remains with Us until delivery is complete as defined in sub-Clause 7.4 at which point it will pass to you. Please note, however, that if you do not wish to collect the Goods and do not wish to use Our nominated carrier to deliver them, instead choosing your own carrier, the risk in the Goods will pass to you as soon as they are passed to your chosen carrier.
- 7.7 You own the Goods once We have received payment in full for them.
- 7.8 Please note that delivery to the following areas may require more time:
- 7.8.1 Northern Scotland
 - 7.8.2 Northern Ireland
 - 7.8.3 Isle of White
- 7.9 We will do Our best to deliver and/or complete the delivery on any dates specified (such dates as We shall notify to you in writing) but in the case of unforeseen circumstances such dates will only be approximate and not a fundamental part of the agreement.
- 7.10 In the case of bespoke Goods and bespoke kitchen Contracts:
- 7.10.1 Time is NOT of the essence in this Contract.
 - 7.10.2 We will not be liable for any consequential loss of any description, financial or otherwise that may result from any Goods not being delivered or installed on time.
- 7.11 Please note carefully the following:
- 7.11.1 If We refuse to deliver the Goods, you may treat the Contract as being at an end and We will reimburse you without undue delay.
- 7.12 If the event in sub-Clause 7.11 occurs, you may specify a new delivery time or period instead of treating the Contract as being at an end. If We continue to fail to deliver the Goods, you may treat the Contract as being at an end and We will reimburse you without undue delay.
- 7.14 If, despite the events in sub-Clause 7.11 and 7.12, you choose not to treat the Contract as being at an end, your right to cancel your Order or to reject the Goods will be unaffected. If you do so, We will reimburse you without undue delay.
- 7.15 If the Goods form a Commercial Unit, you may only reject or cancel all of the Goods, not a portion of them.

8. Faulty, Damaged or Incorrect Goods

8.1 By law, We must provide goods that are of satisfactory quality, fit for purpose and as described at the time of purchase, in accordance with any pre-contract information We have provided, and that match any samples or models that you have seen or examined. (Where we are unable to provide a particular model number of appliance we reserve the right to supply a similarly priced product, in quality and specification). If any Goods you have purchased do not comply and, for example, have faults or are damaged when you receive them, or if you receive incorrect Goods, please contact Us within 4 days to inform us of the fault, damage or error, and to arrange for a refund, repair or replacement. Please note that if the Goods are incorrect as a result of your provision of incorrect information, rather than them not matching Our description, as explained in sub-Clause 4.6, you will not be able to return those Goods.

8.2 Beginning on the day that you receive the Goods (and ownership of them) you have a 30 Calendar Day right to reject the Goods and to receive a full refund if they do not conform as stated above. If you do not wish to reject the Goods, or if the 30 Calendar Day period has expired, you may request that the Goods are repaired or replaced. Within the first six months after you have received the Goods, you are entitled to a repair or replacement unless We can prove that the defect was not present at the time you bought the Goods. After the first six months, you must prove to Us that the defect was present at the time of purchase in order to qualify for a repair or replacement. We will bear any associated costs and will carry out the repair or replacement within a reasonable time and without significant inconvenience to you. In some cases, if repair or replacement is impossible or otherwise disproportionate, We may instead offer you the alternative (i.e. a replacement instead of a repair or vice versa) or a full refund.

If you request a repair or replacement during the first 30 Calendar Day period, that period will be suspended while We carry out the repair or replacement and will resume on the day that you receive the replacement or repaired Goods. If less than 7 Calendar Days remain out of the original period, it will be extended to 7 Calendar Days.

If, after a repair or replacement, the Goods still do not conform (or if We cannot repair or replace them, as described above, or have failed to act within a reasonable time and/or without causing you significant inconvenience), you may have the right either to keep the Goods at a reduced price, or to reject them in exchange for a refund.

If you exercise this final right to reject the Goods more than six months after you receive them (and ownership of them), we may reduce any refund to reflect the use you have had out of the Goods.

Within a period of six years after you receive the Goods (and ownership of them), if the Goods do not last a reasonable length of time (depending upon their nature), you may be entitled to a partial refund. Please be remember that after six months

have passed since you received the Goods, the burden of proof will be on you to prove that the defect or non-conformity existed at the time of delivery.

- 8.3 Please note that you will not be eligible to claim under this Clause 8 if We informed you of any faults, damage or other problems with the Goods before your purchase of the them; if you have purchased the Goods for an unsuitable purpose that is neither obvious nor made known to Us and the problem has resulted from your use of the Goods for that purpose; or if the problem is the result of normal wear and tear, misuse or intentional or careless damage. Please also note that you may not return Goods to Us under this Clause 8 merely because you have changed your mind. Please refer to Clause 9 for details of what to do if you change your mind.
- 8.4 To return Goods to Us for any reason under this Clause 8, you may do so in person during Our business hours of 8:30am to 4:30pm or you may return them to Us by post or another suitable delivery choice. [You may alternatively request that We collect the Goods from you. Please ensure that the Goods are ready for collection at the agreed time and location. We are solely responsible for collecting the Goods in this case, however We may appoint a third party carrier to collect them in which case We will provide you with all relevant details.] We will be fully responsible for the costs of returning Goods under this Clause 8 and will reimburse you where appropriate.
- 8.5 Refunds (whether full or partial, including price reductions) under this Clause 8 will be issued within 28 Calendar Days of the day on which We agree that you are entitled to the refund.
- 8.6 For full details of your rights and remedies as a consumer, please contact your local Citizens Advice Bureau or Trading Standards Office.

9. Returning Goods If You Change Your Mind

- 9.1 If you are not satisfied with any non-bespoke Goods purchased from Us you have the right to return them in exchange for a refund [or a replacement], subject to the provisions of this Clause 9. This Clause 9 does not apply to Goods that are not in compliance with your legal rights. For such Goods please refer to Clause 8.
- 9.2 This Clause 9 does not apply to bespoke Goods or Goods specially ordered in as a third party intermediary at your request. Goods which We have produced, manufactured, or altered to order for you cannot be returned or refunded if you change your mind.
- 9.3 If you wish to return Goods to Us under this Clause 9 you must do so within 3 days of taking delivery (or collecting them from Us), telling Us why you wish to return the Goods.
- 9.4 All Goods must be returned to Us under this Clause 9 in their original condition, in their original, unopened packaging, unfitted, and accompanied by proof of purchase.

- 9.5 You may return Goods to Us in person during Our business hours of 8:30am to 4:30pm or you may return them by post or another suitable delivery service of your choice. You are solely responsible for the cost of returning Goods to Us under this Clause 8.
- 9.6 You may request that We collect the Goods from you. Please ensure that the Goods are ready for collection at the agreed time and location. We will charge you for collecting Goods under this Clause 9.
- 9.7 Refunds or replacements will be issued to you immediately if you return Goods to Us in person or within 30 days of Our receipt of the Goods if you return Goods to Us by post or similar delivery service or if We collect the Goods from you.
- 9.8 Please note that this extended return period guarantee applies only to consumers resident in the United Kingdom. The provisions of this Clause 9 are in addition to your legal rights, not instead of them.

10. Our Liability

- 10.1 We will be responsible for any foreseeable loss or damage that you may suffer as a result of Our breach of these Terms and Conditions or as a result of Our negligence (including that of Our employees, agents or sub-contractors). Loss or damage is foreseeable if it is an obvious consequence of Our breach or negligence or if it is contemplated by you and Us when the Contract is created. We will not be responsible for any loss or damage that is not foreseeable.
- 10.2 We only supply Goods for domestic and private use. We make no warranty or representation that the Goods are fit for commercial, business or industrial use of any kind (including resale). By making your Order, you agree that you will not use the Goods for such purposes. We will not be liable to you for any loss of profit, loss of business, interruption to business or for any loss of business opportunity.
- 10.3 Nothing in these Terms and Conditions seeks to exclude or limit Our liability for death or personal injury caused by Our negligence (including that of Our employees, agents or sub-contractors); or for fraud or fraudulent misrepresentation.
- 10.4 Nothing in these Terms and Conditions seeks to exclude or limit Your legal rights as a consumer. For more details of Your legal rights, please refer to Your local Citizens Advice Bureau or Trading Standards Office

11. Events Outside of Our Control (Force Majeure)

- 11.1 We will not be liable for any failure or delay in performing Our obligations where that failure or delay results from any cause that is beyond Our reasonable control. Such causes include, but are not limited to: power failure, internet service provider

failure, strikes, lock-outs or other industrial action by third parties, riots and other civil unrest, fire, explosion, flood, storms, earthquakes, subsidence, acts of terrorism (threatened or actual), acts of war (declared, undeclared, threatened, actual or preparations for war), epidemic or other natural disaster, or any other event that is beyond Our reasonable control.

11.2 If any event described under this Clause 11 occurs that is likely to adversely affect Our performance of any of Our obligations under these Terms and Conditions:

11.2.1 We will inform you as soon as is reasonably possible;

11.2.2 Our obligations under these Terms and Conditions will be suspended and any time limits that We are bound by will be extended accordingly;

11.2.3 We will inform you when the event outside of Our control is over and provide details of any new dates, times or availability of Goods as necessary;

11.2.4 If the event outside of Our control continues for more than six months. We will cancel the Contract and inform you of the cancellation. Any refunds due to you as a result of that cancellation will be paid to you as soon as is reasonably possible;

11.2.5 If an event outside of Our control occurs and continues for more than 6 months and you wish to cancel the Contract, you may do so in accordance with your right to cancel under sub-Clause 5.4 above.

12. Communication and Contact Details

12.1 If you wish to contact Us, you may do so by telephone at 0800 345 7655 or by email at support@mastercraftkitchens.co.uk

12.2 In certain circumstances you must contact Us in writing (when cancelling an Order, for example). When contacting Us in writing you may use the following methods:

12.2.1 Contact Us by email at support@mastercraftkitchens.co.uk ; or

12.2.2 Contact Us by post at Mastercraft Kitchens, 1, Imperial Court, Exchange Street East, Liverpool, L2 3AB

13. Complaints and Feedback

13.1 We always welcome feedback from Our customers and, whilst We always use all reasonable endeavours to ensure that your experience as a customer of Ours is a positive one, We nevertheless want to hear from you if you have any cause for complaint.

- 13.2 All complaints are handled in accordance with Our complaints handling policy and procedure, available from support@mastercraftkitchens.co.uk and our website respectively.
- 13.3 If you wish to complain about any aspect of your dealings with Us, please contact Us in one of the following ways:
- 13.3.1 In writing, addressed to Judith Richards, After-Sales Manager, Mastercraft Kitchens, 1, Imperial Court, Exchange Street East, Liverpool, L2 3AB
- 13.3.2 By email, addressed to Judith Richards, After-Sales Manager at support@mastercraftkitchens.co.uk

14. How We Use Your Personal Information (Data Protection)

- 14.1 All personal information that We may use will be collected, processed, and held in accordance with the provisions of EU Regulation 2016/679 General Data Protection Regulation (“GDPR”) and your rights under the GDPR.
- 14.2 For complete details of Our collection, processing, storage, and retention of personal data including, but not limited to, the purpose(s) for which personal data is used, the legal basis or bases for using it, details of your rights and how to exercise them, and personal data sharing (where applicable), please refer to Our Privacy Notice available from <https://www.mastercraftkitchens.co.uk/privacy-policy/>.

15. Other Important Terms

- 15.1 We may transfer (assign) Our obligations and rights under these Terms and Conditions (and under the Contract, as applicable) to a third party (this may happen, for example, if We sell Our business). If this occurs you will be informed by Us in writing. Your rights under these Terms and Conditions will not be affected and Our obligations under these Terms will be transferred to the third party who will remain bound by them.
- 15.2 You may not transfer (assign) your [other] obligations and rights under these Terms and Conditions (and under the Contract, as applicable) without Our express written permission. Please note, however, that you can transfer the benefit of the extended return period (guarantee) in Clause 9 without our consent.
- 15.3 The Contract is between you and Us. It is not intended to benefit any other person or third party in any way and no such person or party will be entitled to enforce any provision of these Terms and Conditions (except the benefit of the extended return period (guarantee) in Clause 9).

- 15.4 If any of the provisions of these Terms and Conditions are found to be unlawful, invalid or otherwise unenforceable by any court or other authority, that / those provision(s) shall be deemed severed from the remainder of these Terms and Conditions. The remainder of these Terms and Conditions shall be valid and enforceable.
- 15.5 No failure or delay by Us in exercising any of Our rights under these Terms and Conditions means that We have waived that right, and no waiver by Us of a breach of any provision of these Terms and Conditions means that We will waive any subsequent breach of the same or any other provision.

16 Order, Quotation and Acceptance of Quotation

- 16.1 You may submit an Order to Us for any of the Services either in writing, via email, text, WhatsApp, or on a digital Order form that We will provide. The digital Order form will contain prompts for all required information.
- 16.2 The required information to be inserted in the Order form will include the type of Services You require and the location of the Property.
- 16.3 Once You have completed the Order and submitted it to Us, and We have discussed Your requirements with You, and obtained any necessary further detail and clarification of any matters from you, We will prepare a Quotation and send it to You either by email or first class post.
- 16.4 Where Your Order requests Us to provide a Quotation for more than one type of Service, We may issue a separate Quotation for each type of Service (e.g., Design, Fitting, or Supply) and a separate Agreement to govern each such separate Quotation that You accept.
- 16.5 The Quotation will set out the amount of the Quoted Price and the required Deposit as a percentage of the Quoted Price. The Deposit will be 25% of the Quoted Price (see Clauses 17 and 18).
- 16.6 You may accept a Quotation and place your order by signing Our digital Order Form or by agreeing to it in writing and returning it to Us within the limited time period shown on the Quotation.
- 16.7 When (but not before):
- 16.7.1 You have signed the digital Order Form or returned a copy Quotation signed and dated by You;
- 16.7.2 And / Or You have paid a Deposit;
- A legally binding contract between You and Us will be created for you to pay the Quoted Price and for us to carry out the particular Services (as the case may be, either Design Services or Fitting Services or Supply Services) which are the subject of the Quotation or Contract Order.

We will then provide you with the signed duplicate to the Agreement and complete any blanks (including the Quoted Price) in the Agreement in accordance with the Quotation.

- 16.8 Where We provide Design Services, We will only be subject to provide a final Quotation for Fitting Services once You have approved the Final Design referred to in Schedule 1.

17. Deposit

- 17.1 You must pay Us the Deposit not more than 7 days after You accept the Quotation.
- 17.2 The Deposit is non-refundable for a Bespoke kitchen Contract except as set out in Clause 25.

18. Payment of Price and VAT

- 18.1 The Quoted Price for any particular Services will be the Price payable for those Services as shown in the accepted Quotation for those Services.
- 18.2 The Quoted Price is inclusive of VAT. If the rate of VAT changes before You accept the Quotation We will adjust the amount of VAT that You must pay.
- 18.3 We will pro-forma invoice the Deposit when We receive Your acceptance of the Quotation, and We will pro-forma invoice the balance of the Price at the stages set out in the Quotation, in each case in the amount which the Quotation states is payable at that stage with a retention payment payable upon completion of the Services. Final Invoices will be provided when payment is made in full.
- 18.4 You must pay any request for payment for an amount other than the Deposit within 7 days of receiving it or by the time shown on that request.
- 18.5 We accept the following methods of payment:
- 18.5.1 Faster Payments Bank Transfer;
 - 18.5.2 Credit or Debit Cards;
 - 18.5.3 Cash
- 18.6 If You do not pay an invoice by the due date We may charge You interest on the overdue sum at the rate of 8.0% above the base rate of National Westminster Bank from time to time until payment in full is made. Interest will accrue on a daily basis from the due date until the actual date of payment, whether before or after judgment.

- 18.7 If You have promptly contacted Us to dispute an invoice or request for payment, in good faith We will not charge interest while such a dispute is ongoing.

19. The Services

- 19.1 Additional terms and conditions will apply as follows. In addition to Clauses 1-22 of these Terms and Conditions:
- 19.1.1 Schedule 1 will apply where We provide You with any Design Services; and/or
 - 19.1.2 Schedule 2 will apply where We provide You with any Fitting Services; and/or
 - 19.1.3 Schedule 3 will apply where We provide You with any Supply Services.
- 19.2 We will provide the Services in accordance with the specification set out in the accepted Quotation and the Agreement (as amended by agreement between You and Us from time to time).
- 19.3 We will ensure that the Services are performed with reasonable care and skill and to a reasonable standard which is consistent with best trade practice.
- 19.4 We will ensure that We comply with all relevant codes of practice and statutory or regulatory requirements.
- 19.5 We will at all times hold a valid employer and public liability insurance policy and will hold and keep up to date any and all licences or permits as may be required in order to provide the Services.

20. Problems with the Services, Guarantee, and Your Consumer Rights

- 20.1 In addition to any statutory rights which You may have, We guarantee that the installation work We carry out will be free from material defects or flaws for a guarantee period of 12 months following completion of the Services.
- 20.2 If any such material defect or flaw appears during the above guarantee period, We will rectify it free of charge.
- 20.3 We always use reasonable efforts to ensure that Our provision of the Services is trouble-free. If, however, there is a problem with the Services We request that You inform Us as soon as is reasonably possible (You do not need to contact Us in writing

in this case). We will use reasonable efforts to remedy problems with the Services as quickly as is reasonably possible and practical.

- 20.4 We will not charge You for remedying problems under this Clause 20 where the problems have been caused by Us. If We determine that a problem has been caused by incorrect or incomplete information or action provided or taken by You, We may charge You for remedial work. If We determine that a problem has been caused by a Third Party Contractor, We will not carry out any remedial work and instead will inform You of the problem which You may then follow up with the Third Party Contractor in question.
- 20.5 As a consumer, You have certain legal rights with respect to the purchase of goods or services. For full details of your legal rights and guidance on exercising them, it is recommended that You contact your local Citizens Advice Bureau or Trading Standards Office. If We do not perform the Services with reasonable skill and care, You have the right to request repeat performance or, if that is not possible or done within a reasonable time without inconvenience to You, You have the right to a reduction in price. If the Services are not performed in line with information that We have provided about them, You also have the right to request repeat performance or, if that is not possible or done within a reasonable time without inconvenience to You (or if Our breach concerns information about Us that does not relate to the performance of the Services), You have the right to a reduction in price. If for any reason We are required to repeat the Services in accordance with Your legal rights, We will not charge You for the same and We will bear any and all costs of such repeat performance. In cases where a price reduction applies, this may be any sum up to the full Price and, where You have already made payment(s) to Us, may result in a full or partial refund. Any such refunds will be issued without undue delay (and in any event within 14 calendar days starting on the date on which We agree that You are entitled to the refund) and made via the same payment method originally used by You unless You request an alternative method. In addition to your legal rights relating directly to the Services, You also have remedies if We use materials that are faulty or incorrectly described.

21. Your Obligations

Except where We only provide Design Services:

- 21.1 If any consents, licences or other permissions are needed from any third parties such as landlords, planning authorities, local authorities or similar, You are responsible for obtaining them and You warrant that You have applied for and obtained all such consents, licences or other permissions before We contract with You for the Services.
- 21.2 You may either give Us a set of keys to the Property or be present at the Agreed Times to give Us access. We promise that all keys will be kept safely and securely by Us.
- 21.3 You must give Us at least 48 Hours notice if You do not require Us to provide the Services on a particular day or at a particular time. We will not invoice You for cancelled Visits provided such notice is given. If less than 48 Hours notice is given We will invoice You at Our Normal Hourly Rate set out in Schedule 2 for the length of time We would have attended for that cancelled Visit.

22. Third Party Contractors

- 22.1 Where We or You identify that in order to implement the Project, there are services or products needed in addition to the Services, the following will apply.
- 22.2 We acknowledge that You may decide to appoint Third Party Contractors to carry out those additional services. It will be Your decision as to whether to appoint any Third Party Contractor(s) and as to which Third Party Contractor(s) to appoint. We will not be involved in the appointment of such Third Party Contractors. If You choose to appoint a Third Party Contractor, the contract in that case will be between You and the Third Party Contractor. We will not be a party to that contract.
- 22.3 Where We are required to cooperate with any Third Party Contractor(s), We will use reasonable efforts to do so and to ensure that the Services are provided in accordance with the Agreement.
- 22.4 We will require You to use reasonable efforts to keep Us informed of the progress of the Project and in particular the activities of any Third Party Contractor(s) whose work may affect Our provision of the Services (whether adversely or otherwise). If Our provision of the Services is delayed by any Third Party Contractor(s), We will have the right to charge You at Our Normal Hourly Rate set out in Schedule 2 for the length of time We are delayed by the Third Party Contractor(s) concerned.

23. Complaints and Feedback

- 23.1 We always welcome feedback from Our customers and, while We always use all reasonable endeavours to ensure that Your experience as a customer of Ours is a positive one, We nevertheless want to hear from You if You have any cause for complaint.
- 23.2 All complaints are handled in accordance with Our complaints handling policy and procedure, available from support@mastercraftkitchens.co.uk.
- 23.3 If You wish to complain about any aspect of Your dealings with Us, please contact Us in one of the following ways:
- 23.1.1 In writing, addressed to The Contracts Manager, Mastercraft Kitchens, 1, Imperial Court, Exchange Street East, Liverpool, L2 3AB
- 23.1.2 By email, addressed to The Aftersales Manager, support@mastercraftkitchens.co.uk;

24. Changing the Start Date

- 24.1 If You ask Us to change the Start Date ,we will where reasonably possible agree a revised Start Date with You.
- 24.2 If We ask You to change the Start Date, you should agree where reasonably possible a revised Start Date with Us.

25. Termination

- 25.1 You may terminate the Agreement with immediate effect by giving Us written notice only if We have breached the Agreement in any material way and have failed to remedy that breach within 90 days of You asking Us in writing to do so;
 - 25.1.1 We enter into liquidation or have an administrator or receiver appointed over Our assets;
 - 25.1.2 We are unable to provide the Services due to an event outside of Our control (see Clause 29).
- 25.2 We may terminate the Agreement with immediate effect by giving You written notice if:
 - 25.2.1 You fail to make any payment on time as required under Clause 18 (this does not affect Our right to charge interest on overdue sums under sub-Clause 18.6);
 - 25.2.2 You have breached the Agreement in any material way and have failed to remedy that breach within 60 days of Us asking You in writing to do so; or
 - 25.2.3 You and We have been unable to agree a revised Start Date under Clause 24.1;
 - 25.2.4 We have been unable to provide the Services for more than 24 weeks due to an event outside of Our control (see Clause 29).
- 25.3 For the purposes of this Clause 27, a breach of the Agreement will be considered 'material' if it is not minimal or trivial in its consequences to the terminating party. In deciding whether or not a breach is material no regard will be had to whether it was caused by any accident, mishap, mistake or misunderstanding.
- 25.4 If at the termination date:
 - 25.4.1 You have made any payment to Us, apart from the Deposit, for any Services We have not yet provided, these sums will be refunded to You as soon as is reasonably possible, and in any event within 14 calendar days of the termination notice;
 - 25.4.2 We have provided Services that You have not yet paid for, the sums due will be deducted from any refund due to You or, if no refund is due, We will invoice You for those sums and You will be required to make payment in accordance with Clause 18.

26. Effects of Termination

If the Agreement is terminated for any reason:

- 26.1 Any Clauses which, either expressly or by their nature, relate to the period after the expiry or termination of the Agreement will remain in full force and effect.
- 26.2 Termination will not remove or reduce any right to damages or other remedy which either You or We may have in respect of any breach of the Agreement which exist at or before the date of termination.

27. Events Outside of Our Control (Force Majeure)

- 27.1 We will not be liable for any failure or delay in performing Our obligations under the Agreement where the failure or delay results from any cause that is beyond Our reasonable control. Such causes include, but are not limited to: power failure, internet service provider failure, strikes, lock-outs or other industrial action by third parties, riots and other civil unrest, fire, explosion, flood, storms, earthquakes, subsidence, acts of terrorism (threatened or actual), acts of war (declared, undeclared, threatened, actual or preparations for war), epidemic or other natural disaster, or any other event that is beyond Our reasonable control .
- 27.2 If any event described under this Clause 28 occurs that is likely to adversely affect Our performance of any of Our obligations under the Agreement :
 - 27.2.1 We will inform You as soon as is reasonably possible;
 - 27.2.2 Our obligations under the Agreement will be suspended and any time limits that We are bound by will be extended accordingly;
 - 27.2.3 We will inform You when the event outside of Our control is over and provide details of any new dates, times or availability of Services as necessary;
 - 27.2.4 You or We may terminate the Agreement (see Clause 24).

28. Liability and Consumer Rights

- 28.1 We will maintain suitable and valid insurance including public liability insurance.
- 28.2 Subject to the following provisions of this Clause 29, We will be responsible for any foreseeable loss or damage that You may suffer as a result of Our breach of the Agreement or as a result of Our negligence. Loss or damage is foreseeable if it is an obvious consequence of the breach or negligence or if it is contemplated by You and Us when the Agreement is entered into. We will not be responsible for any loss or damage that is not foreseeable.

- 28.3 If We cause any damage to the Property, We will make good that damage at no additional cost to You. We are not responsible for any pre-existing faults or damage in or to Your Property that We may discover while providing the Services.
- 28.4 We provide Services for domestic and private purposes only. We make no warranty or representation that any Services are fit for commercial, business or industrial purposes of any kind. We will not be liable to You for any loss of profit, loss of business, interruption to business or for any loss of business opportunity.
- 28.5 Whilst We aim to provide the Services to You according to the timetable specified in the Agreement, dates and timeframes for delivery for Products and carrying out the Services are provided for guidance only and We do not guarantee that the Services will be performed or completed by or within those or any other dates or timeframes. For the purposes of the Agreement, time shall not be of the essence and We will not be liable for any loss or damage You suffer as a result of the delivery of any of the Services being delayed or postponed for any reason.
- 28.6 We will not be liable for any accommodation costs, costs of storage of furniture, or any other expenses You suffer arising from provision of the Services.
- 28.7 We will not be liable for any loss or damage You suffer which results from Your failure to follow any reasonable instructions given by Us.
- 28.8 Except as to Our liability for the cost of Our complying with sub-Clause 18.3 (which shall not be limited), Our total liability for loss or damage caused as a result of Our negligence or breach of the Agreement is limited as follows. Where the Agreement relates to:
- 28.8.1 Design Services, Our total liability shall be limited to an amount equal to that part of the Price chargeable for the Design Services;
- 28.8.2 Fitting Services, Our total liability shall be limited to an amount equal to that part of the Price chargeable for the Fitting Services;
- 28.8.3 Supply Services: Our total liability shall be limited to an amount equal to that part of the Price chargeable for the Supply Services.
- 28.9 Nothing in the Agreement is intended to or will limit or exclude Our liability for death or personal injury caused by Our negligence or for fraud or fraudulent misrepresentation.
- 28.10 As a “consumer” as defined by the Consumer Rights Act 2015, or as a consumer for the purposes of any other consumer protection legislation, nothing in the Agreement is intended to or will exclude, limit, prejudice, or otherwise affect any of Our duties or obligations to You, or Your rights or remedies, or Our liability to You, under:
- 28.10.1 the Consumer Rights Act 2015;
- 28.10.2 the Regulations;

28.10.3 the Consumer Protection Act 1987; or

28.10.4 any other consumer protection legislation,
as that legislation is amended from time to time.

For more details of Your legal rights, please refer to Your local Citizens' Advice Bureau or Trading Standard Office.

29. How We Use Your Personal Information (Data Protection)

- 29.1 All personal information that We may use will be collected, processed, and held in accordance with the provisions of EU Regulation 2016/679 General Data Protection Regulation ("GDPR") and Your rights under the GDPR.
- 29.2 For complete details of Our collection, processing, storage, and retention of personal data including, but not limited to, the purpose(s) for which personal data is used, the legal basis or bases for using it, details of Your rights and how to exercise them, and personal data sharing (where applicable), please refer to Our Privacy Notice [available from <https://www.mastercraftkitchens.co.uk/privacy-policy/>]

30. Other Important Terms

- 30.1 We may transfer (assign) Our obligations and rights under the Agreement to a third party (this may happen, for example, if We sell or Transfer Our business). If this occurs We will inform You in writing. Your rights under the Agreement will not be affected and Our obligations under the Agreement will be transferred to the third party who will remain bound by them.
- 30.2 You may not transfer (assign) your obligations and rights under the Agreement without our express written permission (such permission not to be unreasonably withheld).
- 30.3 The Agreement is between You and Us. It is not intended to benefit any other person or third party in any way, and no such person or party will be entitled to enforce any provision of the Agreement.
- 30.4 If any provision of the Agreement is held by any competent authority to be invalid or unenforceable in whole or in part, the validity of the other provisions of the Agreement and the remainder of the provision in question will not be affected.
- 30.5 No failure or delay by Us or You in exercising any rights under the Agreement means that We or You have waived that right, and no waiver by Us or You of a breach of any provision of the Agreement means that We or You will waive any subsequent breach of the same or any other provision.

31. Regulations and Information

31.1 We are required by the Regulations to ensure that certain information is given or made available to You as a Consumer before We make Our contract with You i.e.

before You have both signed the Agreement and accepted the Quotation) except where that information is already apparent from the context of the transaction. We have included the information itself either in the Agreement or Quotation for You to see now, or We will make it available to You before We and You sign the Agreement and accept the Quotation. All of that information will, as required by the Regulations, be part of the terms of Our contract with You as a Consumer.

31.2 As required by the Regulations:

31.2.1 all of the information described in sub-Clause 32.1; and

31.2.2 any other information which We give to You about any Services or Us or Our business which You take into account when deciding to sign the Agreement and accept a Quotation or when making any other decision about Services,

will be part of the terms of our contract with You as a Consumer.

32. Governing Law and Jurisdiction

32.1 These Terms and Conditions, the Contract, and the relationship between you and Us (whether contractual or otherwise) shall be governed by and construed in accordance with the law of England & Wales.

32.2 As a consumer, you will benefit from any mandatory provisions of the law in your country of residence. Nothing in Sub-Clause 16.1 above takes away or reduces your rights as a consumer to rely on those provisions.

32.3 Any dispute, controversy, proceedings or claim between you and Us relating to these Terms and Conditions, the Contract, or the relationship between you and Us (whether contractual or otherwise) shall be subject to the jurisdiction of the courts of England, Wales, Scotland, or Northern Ireland, as determined by your residency.

SCHEDULE 1

Design Services – Additional Terms and Conditions

The following additional Terms and Conditions apply where We provide You with any Design Services

Initial Consultation

We will talk to You about Your requirements at an initial consultation. (If You wish to factor any critical aspect into the design of the Kitchen, You should identify this to Us at that consultation. If you have a preference for the position and/or style of your sink and/or cooker and/or hob and/or fridge or any other items, You should also identify this to Us at the same time.) If You describe Your Kitchen space and/or give Us any rough measurements at that consultation, We will give You a general assessment of that space at the consultation.

Surveys and Measurements and Information

Either

Our Site survey and measurements of Your Kitchen

We will then carry out a site survey and take measurements of Your Kitchen but We will not carry out any structural survey or offer or provide opinions or advice structural or other building related matters. We will then give You a report of the survey and measurements. We will be responsible for the accuracy and completeness of that report except as follows. Where building or other works by Your builders / contractors are yet to be started or completed but You nevertheless require Us to carry out Our survey, take measurements, and provide a survey report before completion of those works, You agree that the following shall apply:

- You will be responsible to ensure that your builders / contractors adhere to the measurements and other material features covered by Our survey report.
- If We have correctly and accurately both carried out the survey and taken measurements of the Kitchen, and Your builders/contractors then complete their works but they have not adhered to the measurements and other material features covered by Our survey report, there might as a result be material differences between the finished Kitchen space and the details set out in Our survey report, in particular because walls / surfaces / floors / ceilings / doors / windows may have been unknown / not completed when We carried out the survey or took the measurements.
- If there are any such material differences, You agree that You will bear any additional costs and expenses arising from them.
- Those additional costs and expenses might include Our additional charges for altering the design of/redesigning the Kitchen and for any additional necessary Visits, or, where we provide Fitting and/or Supply Services and We order or supply materials or products which,

due to the material differences, are of the wrong size, type, or number, those additional costs and expenses might include any additional price for Our supply of products, Our additional charges for altering, re-making or replacing those materials or products or other error rectification work, and Our additional charges for any additional necessary Visits.

- All such additional charges shall be at Our standard hourly rate of £60.
- If You do not wish to accept the risk of such material differences occurring or the costs and expenses arising from them, You must allow Us to defer carrying out Our site survey and taking measurements until after Your building and any other works are complete.

OR

No site survey or measurements of Your Kitchen by Us.

The Design Services will not include carrying out a site survey or taking measurements of Your Kitchen or carrying out any structural survey or offering or providing opinions or advice about structural or other building related matters. You therefore agree that the following shall apply:

- In addition to giving Us measurements of the Kitchen, You must give Us all relevant information about the Kitchen, including details of room layout, location of doors, windows, any low ceilings, variation in floor level, and any nibs or boxed-in pipework that may affect the area which might be covered by kitchen cabinets or other items to be fitted.
- Unless We agree otherwise, We require all of the information and measurements to be shown on a two-dimensional drawn plan provided by You to the extent that it is practicable to provide information and measurements in the form of such a plan.
- We will work exclusively from the information about and measurements of the Kitchen that You or Your appointed agent give Us.
- You will be solely responsible for the correctness of all such information and measurements.
- In providing the Design Services and any other Services, We will not check, and will not be responsible for checking, that information or those measurements and We will accept no liability for material errors in such information or measurements.
- Where such information or measurements is/are materially incorrect and as a result Our design is inappropriate for the Kitchen space in any material respect, or, where we provide Fitting and/or Supply Services, We order or supply materials or products whose size, type, or number is wrong as a result of Us using that materially incorrect information or measurements, You agree that You will bear any resulting additional costs and expenses.
- Those additional costs and expenses might include Our additional charges for altering the design of/redesigning the Kitchen, or, where we provide Fitting and/or Supply Services and We order or supply materials or products of the wrong size, type, or number, those additional costs and expenses might include any additional price for Our supply of products, Our additional charges for altering, re-making or replacing those materials or products or other error rectification work, and Our additional charges for any additional necessary Visits.
- All such additional charges shall be at Our standard hourly rate of £40.
- If You are having relevant building or other works carried out to the Kitchen and those works are only to be completed after You give Us information about or measurements of the Kitchen, there will be a risk that that information or measurements will be materially incorrect (in particular because walls / surfaces / floors / ceilings / doors / windows may be unknown / unfinished at that time so that You cannot compile accurate measurements or complete and accurate information). You should therefore instead defer giving Us that information or measurements until after all relevant building or other work is complete, and if You do not defer doing so, You accept the risk that You may incur additional costs and expenses as

outlined above.

Provisional Design

After We have the measurements of Your Kitchen and given You a survey report, We will produce a Provisional Design in writing for the Kitchen and send it to you. The Provisional Design may include alternative suggestions, from which you may choose. The Provisional Design will include some or all the following elements:

- Description and details of the Design
- Floor plan for the re-design of the room
- Elevations
- Worktop Plan
- List of types of parts required for the Design (cabinets, appliances, parts etc.)
- Photo-realistic 3D visuals

The Provisional Design will also include an approximate budget for its implementation by Us but it will only be indicative because an exact budget cannot be produced until You have approved a Final Design and We have given You figures for a Quoted Price for the necessary Fitting and/or Supply Services. If You instead intend to engage any third party/ies to implement the Final Design (or an version of a Provisional Design), You should not treat the approximate budget as even indicative of possible costs of implementation.

The Provisional Design will only be Our interpretation of Your requirements based on initial information. It will be Our initial suggestions for design of the Kitchen, and it is intended to form the basis for further discussion with You and to be subject to subsequent changes to meet Your requirements. The initial and any subsequent versions of Provisional Design will not be final or suitable for use for the purpose of providing any Fitting and/or Supply Services or for You to carry out (or arrange to carry out) any similar works.

Final Design

Once You have considered the Provisional Design We will then develop it through further discussions with You and receipt of any further information or requirements from You. We may, as part of that process, provide You with further suggestions, information and/or materials.

Only when We have confirmed in writing to You that a particular version of the Provisional Design that we have issued to You is final and You have also signed it to indicate Your approval of it, will it become the Final Design which can be implemented.

All versions of Our Provisional Design and all designs, illustrations, descriptions or other items contained in either any sales literature or other material or on our website are only intended to be for general illustrative purposes and We do not represent, warrant or undertake that the Final Design will include or match anything in any such items.

When You to sign off a Provisional Design as the Final Design, it will supersede and replace all versions of Our Provisional Design and all information, materials and requirements which You or We have previously communicated to each other.

Once You have agreed a final Provisional Design as the Final Design, We will not be responsible if the Final Design does not fully and correctly reflect Your requirements. Therefore, if You are unsure of any aspect of the design, measurements or any technical or other aspect of the design contained in the final Provisional Design, You should raise any query with Us to enable Us to have an opportunity to clarify any Matter and/or amend that final Provisional Design if it is necessary to do so. When You sign the final Provisional Design, that will be Your approval of it and Your confirmation that it meets Your requirements. The Final Design as approved by You will form the basis of any Fitting and/or Supply Services that We provide to You. When You sign the Final Design that will be completion by Us of the Design Services.

Ownership of Rights and Copyright

Any intellectual property rights in any and all parts of any draft or final Provisional Design, Final Design or any other items or information which We give to You in hard copy or electronic form at any time shall at all times remain Our exclusive property. You or someone on Your behalf may use any such items or information for the sole purpose of implementing Our design for Your Kitchen but You may not copy, reproduce or communicate to any third party any such item or information or use it for any other purpose without Our prior written consent.

SCHEDULE 2

Fitting Services – Additional Terms and Conditions

The following additional Terms and Conditions apply where We provide You with any Fitting Services

General

If You order Fitting Services and We produce a final Provisional Design which You then approve as the Final Design by signing a copy of it, We will then carry out the Fitting Services provided that you comply with your obligations under the Terms and Conditions.

If You (or a third party on Your behalf) produces a design for Your Kitchen, We will only provide Fitting Services for You based on it if We specifically agree in writing to do so. If You ask Us to implement any such design, You will need to provide Us with a detailed plan of it with Your Order and We will then confirm in Our discretion whether We are prepared to implement it. (We may decide that We are not able to do so or that Your plan lacks the necessary detail or is unsuitable.) If and when We are prepared to implement it, We will issue a Quotation for Fitting Services based on Your detailed plan and will treat it for the purposes of the Agreement as a Final Design (i.e. a design approved by You).

We undertake that We will fit the Products which We supply to You, if any, together with items (whether appliances or other items) supplied by You, if any, which We have agreed are to be covered by the Fitting Services.

We undertake that Our Fitting Services will fully and correctly implement the approved Final Design.

All Products that We use in the Fitting Services will match the Final Design, but We do not represent, warrant or undertake that any such Products will match anything in any designs, illustrations, descriptions or other items contained in either any of Our sales literature or in other material or on our website. All of those designs illustrations, descriptions and other items are only intended to be for general illustrative purposes.

Scope of Our Fitting Services

We will do the following:

- assemble, fit and install the kitchen cabinet Products (including interiors, doors, drawers, handles, kickboards, cover panels, cornices and décor trim).
- where You provide appliances which We have agreed to fit or We provide any appliances as part of the Products, We will complete basic appliance installation if utilities such as gas, electricity and water are already in place, but We are not responsible for the selection, supply, suitability, condition or performance of any such appliances that We do not supply as part of the Products.
- where You supply any other items which We have agreed to fit, We will fit them but We are not responsible for the selection, suitability, condition or performance of any such items.
- fit the worktop/s (including cut-out and fitting for cooker tops, sinks, taps).
- fit the sink and taps.
- seal all joins and cut-outs. Unless We have specifically agreed otherwise in writing, We shall select the sealant colour on the basis of what we deem most suitable.

Delay

We may reasonably refuse to start work or We may suspend work where You do not comply with your obligations under the Terms and Conditions. You will be responsible for any delays (and the cost of any such delays) which arise as a result.

If it appears that any wall is incapable of holding any Product/s or other items that We are to fit, or any utility supply or connection is unsafe, faulty, flawed or inadequate or of poor quality, We may suspend work until You have had the necessary remedial works carried out.

Care of Property and Damage etc.

Contents at the Property other than in the Kitchen

We will take all reasonable steps to protect Your furniture, furnishings and wall and floor coverings in the Property (and that will include Our placing covers over them if and as reasonably practicable) but We cannot take responsibility for any damage which is caused to those items if We have taken such steps. We will not take responsibility for any damage occurring to any items that You leave in place after We begin work where We have previously advised You that they are at risk and/or an obstacle to our work and We have reasonably asked You to move them.

Contents in the Kitchen

We will not take responsibility for any damage occurring to any property that You leave in the Kitchen after We begin work in it.

Damage to Kitchen

We will not be responsible for any damage that We cause to plastering, tiling, decoration, floor, ceiling, door or window in the Kitchen resulting from Our removal of existing fitted cabinets, appliances, lighting, fixtures, fittings or decorations in the Kitchen except where it is due to Our negligence. Unless We have included under "Scope" above any work comprising plastering, painting, papering, tiling, decoration, or ceiling, flooring, window or door removal or installation or other work, We will not be responsible to carry out any such installation or work in the Kitchen.

Other damage

We will make good at Our own expense any damage that We cause in the course of carrying out the Fitting Services to the plaster, floor, ceiling, walls, rendering or brickwork immediately surrounding any area of the Kitchen, but We do not undertake to replace specialised finishes, such as artex, or surrounding wallpaper or paintwork.

Cleaning and Redecorating

You will be responsible for any cleaning and redecorating and the supply of a suitable waste skip (but not removal of waste into the skip) which is necessary to the Kitchen after We have completed the Fitting Services.

Making good: general

Except as set out above:

- We will ensure that the carrying out of the Fitting Services does not cause any damage to items at the Property, to the Property itself or to any items You provide for Us to fit; and
- If it does cause any such damage We will make it good at Our own expense as soon as is reasonably possible.

Structural or other defects

We do not accept any responsibility for any damage or costs arising to the Kitchen or any other part of the Property resulting from structural or other defects in the Property. You must inform us of any structural defects or anomalies at the Property which might affect or be affected by the Fitting Services.

Security

We will, where necessary, provide temporary glazing and/or boarding to protect the interior of the Kitchen from the elements. We will also advise You of any security risks associated with these temporary materials.

Waste

You will arrange for a waste disposal skip or skips to arrange the safe and lawful disposal of all waste generated or removed from the Property that results from Our provision of Fitting Services.

Your Additional Obligations and Responsibilities

You agree that, in addition to Your other obligations and responsibilities under the Terms and Conditions, You:

- are responsible for ensuring before We begin any Fitting Services that, and You warrant that:
 - the Final Design complies with current building and council regulations, and that You have obtained consents in relation to these regulations and agree that any costs incurred in obtaining these consents will be payable by You.
 - You have applied for and obtained any consents, licences or other permissions if any are needed from any third parties such as landlords, planning authorities, local authorities or similar.
 - any appliance, accessory, component or other item supplied by You for Us to fit is suitable for use with the Products and other items that We provide.
 - existing wiring, gas, water and waste pipe work within the Property is generally of a legal and good working standard,
 - You have located and advised Us of any hidden wiring or pipe work
- must provide Us with all necessary technical details in writing of appliances and other items

which You provide to Us to fit (including without limitation appliance dimensions) necessary for their proper and safe installation.

- must clear the Kitchen site of all furniture and property (other than items We are to fit) prior to Us commencing work. This includes any old kitchen units or fixtures, except where We have specifically agreed to remove and clear these.
- allow us to store or keep in the Kitchen or elsewhere in or at the Property at times when we are not carrying out the Fitting Services:
 - Our Products and materials that form part of the Supply Services; and
 - the tools and other equipment needed for the Fitting Services
- accept and agree that:
 - once We have left any Products or materials at Your Property, they will be regarded as delivered to You and You will be responsible for them and will account to Us for any loss or damage to them except if We cause the loss or damage; and
 - You will be responsible to take care reasonable care of the tools and other equipment and will account to Us for any loss or damage occurring to them due to Your negligence or that of any other occupant of or visitor to the Property.
- are responsible for ensuring that:
 - We have access through the Property and to the Kitchen at the Agreed Times and that such access is and remains appropriate and adequate.
 - We have a parking permit (for a visitor to the Property) which We can use throughout the time We are providing the Fitting Services if required or imposed by a local or other authority.
 - We can access and use electrical power from electrical outlets (from normal 220/240 volt 3-pin sockets).
 - We can access and use water from a supply of hot and cold running water.
 - We can use your toilet and washing facilities.
 - We have and can use such facilities at the Property as may be reasonably necessary for Us to carry out and complete the Fitting Services.
 - You follow Our reasonable instructions relating to safety and the state of either Our work (whether it is work completed or in progress) or the Kitchen and adjacent areas of the Property in general, including directions and restrictions on appropriate usage, care and maintenance.
 - You co-operate with Us generally as may be necessary to facilitate Our carrying out and completion of the Fitting Services.

SCHEDULE 3

Supply Services – Additional Terms and Conditions

The following additional Terms and Conditions apply where We provide You with any Supply Services

Risk in the Products

The responsibility (sometimes referred to as the “risk”) for damage to or loss of any Product remains with Us until it has been physically delivered to Your Property, at which point the risk will pass to You (even if the Product is fitted later).

Ownership and retention of ownership (“Title”) of Products

Until We have received payment in full in cash or cleared funds for any Product that We contract to supply to You, the legal and beneficial Title in that Product shall remain in Us (even if risk in that Product has passed to You). Upon payment for that Product, You will own it.

Our right to repossess Products not paid for by You

If We do not receive payment in cash or cleared funds of any properly issued invoice for any Product within the time which the Agreement permits You to pay it, We shall be entitled to repossess that Product without notice. If necessary, You must allow us to detach or remove that Product from any other Product/s or item/s in or forming part of the Kitchen. You hereby irrevocably authorise Us to enter Your Property for the purpose of exercising Our rights under this clause. This does not affect any other rights You may have.