

TERMS AND CONDITIONS – GOODS AND SERVICES

1. **THESE TERMS**
 - 1.1 **What these terms cover.** These are the terms and conditions on which we supply our goods and services to you.
 - 1.2 **Why you should read them.** Please read these terms carefully before you submit your order to us. These terms tell you who we are, how we will provide goods and services to you, how you and we may change or end the contract, what to do if there is a problem and other important information. If you think that there is a mistake in these, please contact us to discuss.
2. **INFORMATION ABOUT US AND HOW TO CONTACT US**
 - 2.1 **Who we are.** We are Kitchens Plus Limited (Company no: 3207216) whose registered office is 182 Earlsway, Team Valley Trading Estate, Gateshead, NE11 0RQ. Our registered VAT number is 514594540.
 - 2.2 **How to contact us.** You can contact us by telephoning our customer service team at 0191 271 6868 or 0800 1114445 or by writing to us by email at info@kitchens.plus or by post to 182 Earlsway, Team Valley Trading Estate, Gateshead, NE11 0RQ.
 - 2.3 **How we may contact you.** If we have to contact you we will do so by telephone or by writing to you at the email address or postal address you provided to us in your order.
 - 2.4 **“Writing” includes emails.** When we use the words “writing” or “written” in these terms, this includes emails.
3. **OUR CONTRACT WITH YOU**
 - 3.1 **How we will accept your order.** Our acceptance of your order will take place when we provide you with a sales advice setting out the goods and services we are providing and a quotation (“the Schedule”). Signature of the Schedule by you and us will mean that a contract will come into existence between you and us.
 - 3.2 **If we cannot accept your order.** If we are unable to accept your order, we will inform you of this and will not charge you for the goods in question. This might be because the goods are out of stock, because of unexpected limits on our resources which we could not reasonably plan for, because a credit reference we have obtained for you does not meet our minimum requirements, because we have identified an error in the price or description of the goods or because we are unable to meet a delivery deadline you have specified.
 - 3.3 **Your contract number.** We will assign a contract number to your order and tell you what it is when we accept your order. It will help us if you can tell us the contract number whenever you contact us about your order.
 - 3.4 **We only sell to the UK.** Our brochure and website are solely for the promotion of our goods in the UK. Unfortunately, we do not accept orders from or deliver to addresses outside the UK.
4. **SURVEY**
 - 4.1 We may need to carry out a survey inspection of the location to which you would like the goods installed to ensure that the goods can be installed at the location. This also enables us to confirm the costs of providing and installing the goods. If we carry out a survey you will need to bring to our attention anything which is relevant to the goods and/or services you require.
 - 4.2 We may provide a specifically designed plan as part of or in connection with your order. Any such plan is, and remains, our property and may not be reproduced in whole or in part without prior written consent. You are responsible for checking the details of the plan, and any resulting quotation, are complete, accurate and meet your requirements before committing yourself to an order.
 - 4.3 Changes to your order (including the price and delivery dates) may be required as a result of the survey. If changes are required we will provide you with an amended order. If you do not accept the amendments or the new order, we will cancel the order and you will receive a refund of the price paid (if any), save for the survey fees.
5. **YOUR RIGHTS TO MAKE CHANGES**

If you wish to make a change to the goods and/or services you have ordered, please contact us. We will let you know if the change is possible. If it is possible, we will let you know about any changes to the price of the goods, the timing of supply, installation or anything else which would be necessary as a result of your requested change and ask you to confirm whether you wish to go ahead with the change.
6. **OUR RIGHTS TO MAKE CHANGES**

Our showroom, sales samples and photographs are used to demonstrate the type of goods to be supplied to you. Whilst we endeavour to ensure that the goods supplied will conform to such samples and photographs, we cannot guarantee an exact match. We shall not be responsible for any minor deviations from specification. We will, however, seek your permission prior to making any significant change to any specification previously provided to you.
7. **PROVIDING THE GOODS AND SERVICES**
 - 7.1 **Delivery costs.** The costs of delivery will be included in the costs set out in the Schedule.
 - 7.2 **When we will provide the goods and services.** We will notify you of the estimated delivery date after we have carried out the survey. The services may be carried out by a third party on our behalf and we will notify you when these services will be carried out. We do not recommend removing fixtures and fittings that are required for essential day-to-day services, until shortly before the installation services are due to start or you have received your goods and checked all of them for any defects or missing parts
 - 7.3 **Delivery Note.** Where payment is made via third party finance in accordance with clause 11.6 below, on delivery of the goods you agree to sign and return the accompanying delivery note to the representative delivering the goods.
 - 7.4 **We are not responsible for delays outside our control.** If our supply of the goods or installation services is delayed by an event outside our control then we will contact you as soon as possible to let you know and we will take steps to minimise the effect of the delay. Provided we do this we will not be liable for delays caused by the event.
 - 7.5 **You are responsible for providing accurate measurements.** If we are making the goods to measurements you have given us, you are responsible for ensuring that the measurements are correct.
 - 7.6 **If we are unable to deliver the goods.** If no one is available at your address to take delivery or there is no space to store the goods, we will contact you for further instructions and may charge you for storage costs and any further delivery costs. If, because we are unable to contact you or re-arrange delivery or collection we may end the contract and clause 9.2 will apply.
 - 7.7 **If you do not allow us access to provide services.** If you do not allow us access to your property to perform the installation services as arranged (and you do not have a good reason for this) we may charge you additional costs incurred by us as a result. If, despite our reasonable efforts, we are unable to contact you or re-arrange access to your property we may end the contract and clause 9.2 will apply.
 - 7.8 **When you become responsible for the goods.** The goods will be your responsibility from the time we deliver the goods to the address you gave us.
 - 7.9 **When you own goods.** You own the goods once we have received payment in full.
 - 7.10 **What will happen if you do not give required information to us.** We may need certain information from you so that we can supply and install the goods (for example accurate measurements, planning permissions, local authority consents and listed property). We will contact you to ask for this information. If you do not give us this information within a reasonable time of us asking for it, or if you give us incomplete or incorrect information, we may either end the contract (see clause 9.1) or make an additional charge of a reasonable sum to compensate us for any extra work that is required as a result. We will not be responsible for supplying the goods or services late or not supplying any part of them if this is caused by you not giving us the information we need within a reasonable time of us asking for it.
 - 7.11 **Reasons we may suspend the supply of goods and services to you.** We may have to suspend the supply of the goods and services:
 - 7.11.1 to deal with technical problems or make minor technical changes;
 - 7.11.2 to update the goods to reflect changes in relevant laws and regulatory requirements;
 - 7.11.3 to make changes to the goods as requested by you or notified by us to you;
 - 7.11.4 where we have reasonable grounds for doing so (such as concerns over the safety of our employees and contractors or where you ask us to perform the services in a manner that contradicts our reasonable recommendations); or
 - 7.11.5 if, in the opinion of the installers, the site is in a state that would not allow the installation to proceed or would compromise the integrity of the goods, or other contractors’ works have not been completed to allow the installation to proceed.
 - 7.12 **We may also suspend supply and installation of the goods if you do not pay.** If you do not pay us for the goods and services when you are supposed to and you still do not make payment within 2 days of us reminding you that payment is due, we may suspend the supply and installation of the goods until you have paid us the outstanding amounts. We will contact you to tell you we are suspending the supply and installation of the goods. As well as suspending the supply and installation of the goods, we can also charge you interest on your overdue payments.
 - 7.13 **Additional Work.** If additional works are (i) found to be necessary (including the removal and disposal of asbestos and any other hazardous substances, or (ii) requested by you, in each case during the course of the provision of the services, we reserve the right to charge additional fees for the goods and / services to be provided.
 - 7.14 **Completion.** On completion of the installation services, you will be asked to sign a certificate of completion and allow us to take photographs of the completed works. The completion certificate will not affect your legal rights in relation to the goods and/or services. If you are unsatisfied in any way with the standard of the finished workmanship, then we would request that you do not sign the completion certificate.
8. **YOUR RIGHTS TO END THE CONTRACT**
 - 8.1 **You can always end the contract for the survey, supply and installation of the goods before they have been completed.** Your rights when you end the contract will depend on what you have bought and how you bought it, whether there is anything wrong with it, how we are performing and when you decide to end the contract:
 - 8.1.1 if what you have bought is faulty or misdescribed you may have a legal right to end the contract (or to get the goods repaired or replaced or a service re-performed or to get some or all of your money back), see clause 10;
 - 8.1.2 if you have just changed your mind about the survey or provision of goods and/or services (clauses 8.2 and 8.3). You may be able to get a refund if you are within the cooling-off period, but this may be subject to deductions and you will have to pay the costs of return of any goods; or
 - 8.1.3 in all other cases (if we are not at fault and there is no right to change your mind), see clause 8.26.
 - 8.2 **Exercising your right to change your mind (Consumer Contracts Regulations 2013).** For most goods bought off-premises, over the telephone or by exchange of emails you have a legal right to change your mind within 14 days after the date you receive the goods and receive a refund. You do not have a right to change your mind in respect of the installation services, once these have been completed, even if the cancellation period is still running. If you have asked us to commence the installation services during the cancellation period you must pay for all installation services rendered up to the date of cancellation.
 - 8.3 **Survey.** You may cancel your order for the survey for any reason after you have placed your order and thereafter for up to 14 days commencing the day after the date we accept your order. You will lose your right to cancel after the expiry of this period. If we have not started to provide the survey at your request before the end of the cancellation period you will receive a full refund of the price paid for the survey. If we start providing the survey at your request before the end of this period then you will be required to pay our charges for the survey carried out prior to you contacting us.
 - 8.4 **When you do not have the right to change your mind.** You do not have a right to change your mind in respect of goods which are cut, made to measure, or otherwise customised or made to your specifications including but not limited to windows and doors, unless they are faulty.
 - 8.5 **We will not refund you if your measurements are incorrect or inaccurate.** If you provide us with measurements, you must ensure that they are correct and accurate. You are responsible for the accuracy of any measurements you provide. If there is an error in the measurements you supply and the goods are made to those measurements, we will not refund the cost of the goods, unless the goods are faulty or we have failed to exercise reasonable skill and care.
 - 8.6 **Ending the contract where we are not at fault and there is no right to change your mind.** Even if we are not at fault and you do not have a right to change your mind, you can still end the contract before it is completed, but you may have to pay us compensation. If you want to end a contract before it is completed where we are not at fault and you have not changed your mind, just contact us to let us know. The contract will end immediately and we will refund any sums paid by you for goods not provided but we may deduct from that refund (or, if you have not made an advance payment, charge you) reasonable compensation for the net costs we will incur as a result of your ending the contract.
 - 8.7 **Returning goods after ending the contract.** If you end the contract after goods have been dispatched to you and (because we cannot recall them) they are delivered to you, you must return them to us. If you are ending the contract because we have told you of an error in pricing or description, a delay in delivery due to events outside our control or because you are exercising your legal rights to end the contract because of something we have done wrong then we will pay the costs of return. In all other circumstances you must pay the costs of return. If you are responsible for the costs of return and we are collecting the goods from you, we will charge you the direct cost to us of collection.
 - 8.8 **How to end the contract.** Please let us know by emailing us at cancellations@kitchens.plus or by post to Kitchens Plus Cancellation Department, 182 Earlsway, Team Valley Trading Estate, Gateshead, NE11 0RQ or completing the form attached to these terms.
 - 8.9 **How we will refund you.** We will refund you the price you paid for the goods including delivery costs, by the method you used for payment. However, we may make deductions from the price, as described below.
- 8.10 **Deductions from refunds if you are exercising your right to change your mind.** If you are exercising your right to change your mind we may reduce your refund of the price (excluding delivery costs) to reflect any reduction in the value of the goods, if this has been caused by your handling them in a way which would not be permitted in a shop. If we refund you the price paid before we are able to inspect the goods and later discover you have handled them in an unacceptable way, you must pay us an appropriate amount.
9. **OUR RIGHTS TO END THE CONTRACT**
 - 9.1 **We may end the contract if you break it.** We may end the contract for the supply and installation of the goods at any time by writing to you if:
 - 9.1.1 you do not make any payment to us when it is due and you still do not make payment within 2 days of us reminding you that payment is due;
 - 9.1.2 you do not, within a reasonable time of us asking for it, provide us with information that is necessary for us to provide the goods or services (for example measurements, planning permissions, local authority consents or whether the property is listed property);
 - 9.1.3 you do not, within a reasonable time, allow us to deliver the goods to you or collect them from us; or
 - 9.1.4 you do not, within a reasonable time, allow us access to your premises to install the goods.
 - 9.2 **You must compensate us if you break the contract.** If we end the contract in the situations set out in clause 9.1 we will refund any money you have paid in advance for goods we have not provided but we may deduct the deposit paid together with reasonable compensation for the net costs we will incur as a result of your ending the contract.
 - 9.3 **We may withdraw the goods.** We may write to you to let you know that we are going to stop providing the goods. We will let you know in advance of our stopping the supply of the goods and will refund any sums you have paid in advance for goods which will not be provided.
10. **IF THERE IS A PROBLEM WITH THE GOODS OR SERVICES**
 - 10.1 **How to tell us about problems.** If you have any questions or complaints about the goods or installation of the goods, please contact us immediately upon becoming aware of this.
 - 10.2 **Faulty goods.** On receipt of the goods you must check that they match your order. If there is any problem, or if they are defective or damaged you must notify us soon as is reasonably possible. Claims may be reduced or rejected if we have not been given an opportunity to put matters right.
 - 10.3 **Legal rights.** If there is a problem with the goods or the goods are faulty, we may make good any shortage or non-delivery, or offer a repair, exchange or refund as appropriate in accordance with your consumer rights. Nothing in these terms will affect your legal rights.
 - 10.4 **Guarantee.** The goods will come with a manufacturer’s guarantee which we will pass on to you. We will use reasonable care in installing the goods and to a standard which conforms to generally accepted industry standards and practices. If any part of the installation services are performed negligently then, at your request (if the request is given within twelve months of completion of your installation), we will re-perform the relevant part of the installation. We will have no responsibility for any defect arising from fair wear and tear, wilful damage, negligence, abnormal working conditions, failure to follow our core instructions, misuse, alteration or repair of goods without our prior approval.
 - 10.5 **Measurements you provide must be accurate.** If you provide us with measurements you must ensure they are correct and accurate. You are responsible for the accuracy of measurements you provide. If there is an error in the measurements you supply and the goods and/or services are made or supplied to those measurements, we will not refund the cost of the goods and/or services provided, unless the goods are faulty or we have failed to exercise reasonable skill and care.
11. **PRICE AND PAYMENT**
 - 11.1 **Where to find the price.** The price of the goods and services (which includes VAT) will be the price set out in the Schedule.
 - 11.2 **We will pass on changes in the rate of VAT.** If the rate of VAT changes between your order date and the date we supply the goods, we will adjust the rate of VAT that you pay, unless you have already paid for the goods in full before the change in the rate of VAT takes effect.
 - 11.3 **When you must pay and how you must pay.** Unless otherwise agreed in writing to the contrary, payment of the goods must be made by the date specified in the Schedule or, in the absence of a specific date, on delivery of the goods, in cash or bankers draft. If paying by personal cheque, then payment will be required no less than five working days prior to delivery. All credit card payments will incur an administration fee. For the installation services, the balance must be paid upon completion of agreed works. You must pay each invoice (if any) within 7 calendar days after the date of the invoice.
 - 11.4 **If you only receive a survey.** If you only place an order for a survey you will only be obliged to pay the survey fee notified to you. You will need to pay for each survey regardless of whether or not you decide to accept our quotation and place an order for the goods and/or services.
 - 11.5 **We can charge interest if you pay late.** If you do not make any payment to us by the due date we may charge interest to you on the overdue amount at the rate of 4% a year above the base lending rate of the Bank of England from time to time. This interest shall accrue on a daily basis from the due date until the date of actual payment of the overdue amount, whether before or after judgment. You must pay us interest together with any overdue amount.
 - 11.6 **Finance.** Third party finance may be made available to you, subject to status, in conjunction with the purchase of the goods and services. Such finance is organised and administered by either (i) Hitachi Capital (UK) plc or (ii) Shawbrook Bank, (together the “**Finance Companies**”). All offers of finance are subject to acceptance by the Finance Companies on such terms and conditions as they may decide and we shall not be responsible for any credit referencing analysis or be party to any credit agreement entered into by you in relation to such finance. We are authorised and regulated by the Financial Conduct Authority.
12. **OUR RESPONSIBILITY FOR LOSS OR DAMAGE SUFFERED BY YOU**
 - 12.1 **We are responsible to you for foreseeable loss and damage caused by us.** If we fail to comply with these terms, we are responsible for loss or damage you suffer that is a foreseeable result of our breaking this contract or our failing to use reasonable care and skill, but we are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if either it is obvious that it will happen or if, at the time the contract was made, both we and you knew it might happen, for example, if you discussed it with us during the sales process.
 - 12.2 **We do not exclude or limit in any way our liability to you where it would be unlawful to do so.** This includes liability for death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors; for fraud or fraudulent misrepresentation; for breach of your legal rights in relation to the goods including the right to receive goods which are: as described and match information we provided to you and any sample or model seen or examined by you; of satisfactory quality; fit for any particular purpose made known to us; supplied with reasonable skill and care and, where installed by us, correctly installed; and for defective goods under the Consumer Protection Act 1987.
 - 12.3 **When we are liable for damage to your property.** If we are providing the installation services in your property, we will make good any damage to your property caused by us while doing so. However, we are not responsible for the cost of repairing any pre-existing faults or damage to your property that we discover while providing the services. If we have agreed to remove pre-existing units, fixtures and fittings this may necessarily cause some damage to surrounding areas. We will try to limit the amount of damage caused but unless we have agreed to do so or we have failed to exercise reasonable skill and care, the installation services do not include us making good any damage caused, painting, decorating or tiling.
 - 12.4 **We are not liable for business losses.** We only supply the goods for domestic and private use. If you use the goods for any commercial, business or re-sale purpose we will have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.
13. **OTHER IMPORTANT TERMS**
 - 13.1 **We may transfer this Agreement to someone else.** We may transfer our rights and obligations under these terms to another organisation.
 - 13.2 **You need our consent to transfer your rights to someone else (except that you can always transfer our guarantee).** You may only transfer your rights or your obligations under these terms to another person if we agree to this in writing.
 - 13.3 **Nobody else has any rights under this contract (except someone you pass your guarantee on to).** This contract is between you and us. No other person shall have any rights to enforce any of its terms. Neither of us will need to get the agreement of any other person in order to end the contract or make any changes to these terms.
 - 13.4 **If a court finds part of this contract illegal, the rest will continue in force.** Each of the paragraphs of these terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.
 - 13.5 **Even if we delay in enforcing this contract, we can still enforce it later.** If we do not insist immediately that you do anything you are required to do under these terms, or if we delay in taking steps against you in respect of your breaking this contract, that will not mean that you do not have to do those things and it will not prevent us taking steps against you at a later date. For example, if you miss a payment and we do not chase you but we continue to provide the goods, we can still require you to make the payment at a later date.
 - 13.6 **Which laws apply to this contract and where you may bring legal proceedings.** These terms are governed by English law and you can bring legal proceedings in respect of the goods in the English courts.
 - 13.7 **Alternative dispute resolution and Payment Protection.** In the event you have a complaint regarding goods or services purchased from us, please contact us at info@kitchens.plus. In the unlikely event that our Customer Relations team are unable to resolve your complaint, and you are still not satisfied following the conclusion of our complaints handling procedure, you may wish to use the Alternative Dispute Resolution Service.
 - 13.8 **We are a registered Accredited Installer.** We are also registered as an Accredited Installer with The Double Glazing and Conservatory Quality Assurance Ombudsman Scheme (“DGCOS”) and in the event you are not satisfied with the goods and services provided under this contract you are entitled to take your complaint to DGCOS, please refer to its website www.dgcos.co.uk
 - 13.9 **Data protection.** We will only use the personal information you provide to us to provide the goods and services, or to inform you about similar good and services which we provide, unless you tell us that you do not want to receive this information. In the event that you wish to take out finance, you acknowledge and agree that we may pass your details to the finance companies for the purpose of facilitating such finance.



Complete and return this form only if you wish to cancel an order.

To Kitchens Plus Cancellation Department
182 Earlsway, Team Valley Trading Estate, Gateshead, NE11 0RQ

I/We [*] hereby give notice that I/We [*] cancel my/our [*] order (reference number) dated Signed

Name and Address

Date

[*] Delete as appropriate