

TERMS AND CONDITIONS OF BUSINESS

1. DEFINITIONS

- 1.1. When the following words with capital letters are used in these Terms, this is what they will mean:
- “Deposit” means this sum which is to be paid at the time of submitting the Order, as set out in the Payment Schedule in the Order;
 - “Event” Outside Our Control is defined in clause 14.2;
 - “Goods” means the goods that We are selling to You as set out in the Order (including furniture and appliances where applicable);
 - “Installation Only” means We are providing Goods to You and will be fitting them in your home including electrical connection of appliances listed within our quotation. Connections to gas or water supplies or providing other services in relation to the goods will be carried out by a third party provided by you.
 - “Installation and Connection” means We are providing Goods to You and will be fitting them in your home, and includes connecting any applicable appliances to services, as well as connection to ducting of any cooker extractions (if applicable);
 - “Order” means Your order for the Goods and/or Services as set out overleaf;
 - “Services” means the services that We are providing to You as set out in the Order including Installation Only and Installation and Connection;
 - “Specifications” is defined in clause 8.1;
 - “Supply Only” means We are providing Goods to You but not Services;
 - “Terms” means the terms and conditions set out in this document;
 - “You/Your” means the customer named on the Order ; and
 - “We/Our/Us/the Company” means C&C KITCHENS 24 The Fairways, Cheshunt, EN8 0NL.

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

2. QUOTATION

- 2.1. We will provide You with a Quotation for the supply of the Goods (including design) and Installation Only or Installation and Connection if required.
- 2.2. The price stated in the Quotation will be valid for 30 days unless stated otherwise in the Quotation.
- 2.3. All Quotations for Installations Only or Installation and Connection are subject to a pre-fit survey carried out by Us in Your home once you place your order and pay a 30% deposit.

3. DESIGN

- 3.1. The price shown in the Order includes:
- 3.1.1. Our Visit to Your home;
 - 3.1.2. Taking the relevant measurements;
 - 3.1.3. Producing final plan and Elevations showing services;
 - 3.1.4. Giving optional advice regarding decoration.
- 3.2. The technical drawings provided by Us to You following the survey will highlight any remedial works required in the existing installation. You will be required to carry out any pre-installation works shown in our final plans and elevations at Your own expense prior to installation of the Goods taking place. If such works have not been carried out by the date agreed between Us for fitting to commence, We reserve the right to cancel or postpone the contract for Installation Only or Installation and Connection services and You may be required to make additional payment to Us, as specified in clause 6.3 of these Terms.

4. OUR CONTRACT WITH YOU

- 4.1. These are the terms and conditions on which We supply Goods and/or Services to You. Orders are only accepted in accordance with these Terms.

- 4.2. Please ensure that You read these Terms carefully, and check that the details on the Order and in these Terms are complete and accurate, before You sign and submit the Order. If you think that there is a mistake, please contact Us to discuss. These Terms may not be altered, except in writing, by a Director of the Company.
- 4.3. When You sign and submit the Order to Us, together with the deposit, this does not mean We have accepted Your order for Goods and/or Services. Our acceptance of the Order will take place as described in clause 4.4. If We are unable to supply You with the Goods, We will inform You of this in writing. We will return or repay the deposit to You (as applicable) and We will not process the Order.
- 4.4. The Order and these Terms will become binding on You and Us when We issue You with an Acknowledgement of Order, at which point a contract will come into existence between You and Us. Thereafter, if You require any additional Goods or Services, You will be required to submit an additional Order to Us for such Goods or Services.
- 4.5. The images of the Goods on Our Website and/or in Our catalogue or brochure are for illustrative purposes only. Although We have made every effort to display the colours accurately, We cannot guarantee that Your computer’s display of the colours and/or the printed pictures accurately reflect the colour of the Goods. You Goods may vary slightly from those images. We also cannot guarantee an exact match between Goods due to the nature of the materials being used. This is particularly the case with solid wooden items, which are prone to colour/grain variation. Due to the limitations of any design system, final kitchen layouts may also vary slightly from illustrations and plans provided.

5. MADE TO ORDER GOODS

- 5.1. In most cases, We will take the appropriate measurements for the Goods at Your home.
- 5.2. However, in exceptional circumstances only (and subject to our prior agreement), We may accept an Order based on measurements provided by You, provided that they are correct and accurate. Unfortunately, We cannot accept the return of Goods (and we will have no responsibility in respect of such Goods) if the reason for the return is because You provided Us with incorrect measurements.

6. DELIVERY OF GOODS

- 6.1. We will contact You on acceptance of Your Order with an estimated delivery date, which will normally be within 90 days after the day on which we accept Your Order. Occasionally anticipated lead-times and/or Our delivery to You may be affected by an Event outside our control. See clause 14 for Our responsibilities when this happens.
- 6.2. We will confirm an exact date for delivery and fitting with You in writing. Your outstanding balance is then due as per the Payment Schedule. If You are not ready for delivery on the scheduled date, and wish to change such date once it has been agreed between Us, then We reserve the right to charge additional storage costs of the Goods until the new date for delivery.
- 6.3. Where You have requested us to carry out Installation Only or Installation and Connection services and a date has been agreed in accordance with clause 6.2 above, in the event that You wish to amend such date within two weeks or less of the agreed date, we reserve the right to charge You for any additional storage costs that we incur (as invoiced by our Warehouse) as a result of the change in installation dates, as well as any costs of our professional fitter (in the event that the fitter cannot be rebooked to carry out another job on the original installation date). You will then be allocated a new time slot within Our installation diary and the balance of the price for the Goods shall be payable by You in accordance with clause 12.2 below.
- 6.4. For Supply Only kitchens, all Goods must be thoroughly checked by You at the time of delivery and in any event, within 72 hours after delivery. We will replace these parts free of charge. If You report any damaged or missing parts after 72 hours, We will charge You for any replacement parts required (which will be reordered at their full retail price, and delivered in accordance with clause 6.6 below).

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- 6.5. For Supply Only kitchens, We will supply the Goods, together with technical plans, but We will not be present for delivery or liaise with Your own fitter unless You specifically request that We do so. In such circumstances, our standard hourly rates will apply and will be payable in addition by You.
- 6.6. We will endeavour to deliver the Goods in one instalment. However, if We are not able to deliver the whole of the Order at one time due to operational reasons or shortage of stock, We will deliver the Order in multiple instalments. We will not charge You extra delivery costs for this. If any part of the Order is found to be missing or damaged at the time of installation, We will order the relevant replacements as soon as possible, but we will not be held responsible for any delays or costs incurred by You as a result of such replacement parts being required.
- 6.7. If We miss the 90 day delivery deadline for any Goods then You may, subject to clause 6.8, cancel Your Order straight away if any of the following apply:
- 6.7.1. We have refused to deliver the Goods;
- 6.7.2. Delivery within the delivery deadline was essential (taking into account all the relevant circumstance); or
- 6.7.3. You told Us before We accepted Your Order that delivery within the delivery deadline was essential
- 6.8. If You do not wish to cancel Your Order straight away, or do not have right to do so under clause 6.7, You can give Us a new deadline for delivery, which must be reasonable and You can cancel Your Order if We do not meet the new deadline. In such circumstances, You will receive a full refund of everything You have paid up to that point, including the Deposit.
- 6.9. Delivery of an Order shall be completed when We deliver the Goods to the address You gave Us as the Goods will be Your responsibility from that time.
- 6.10. You own the Goods once We have received payment in full.

7. THIRD-PARTY MANUFACTURER'S GUARANTEE OF GOODS

- 7.1. Certain items that may form part of Your Order (but excluding the items listed in clause 8 below) come with a manufacturer's guarantee. The scope of such guarantee will vary from manufacturer to manufacturer. For details, please refer to the manufacturer's guarantee provided with such items. It will be your responsibility to register the guarantee with the relevant manufacturer.

8. THE COMPANY'S GUARANTEE OF GOODS

- 8.1. Subject to clause 8.2, We guarantee that on delivery and for:
- 5 years from delivery in relation to furniture (other than tables and chairs: and;
 - 5 years from delivery in relation to hinges and drawer runners (together the "Guaranteed Goods"), these Guaranteed Goods shall be free from material defects, as described in the Order and fit for purpose (the "specifications"). If the Guaranteed Goods fail to meet the Specifications they will be repaired or replaced without extra charge, or, at Our options. You will be reimbursed for the price paid for the Guaranteed Goods, or in the unfortunate event that the Guaranteed Goods purchased by You fail to meet the Specifications within the relevant period of guarantee set out above. Please contact Us in writing at our contact address to enable Us to remedy this. For the avoidance of doubt, this guarantee does not affect Your legal rights as a consumer (for further information see clause 19).
- 8.2. This guarantee provided in clause 8.1 does not;
- 8.2.1. Apply to appliances, which will be subject to clause 7 above.
- 8.2.2. Apply to any defect in the Guaranteed Goods arising from:
- (i) Fair wear and tear;
 - (ii) Wilful damage, abnormal storage or working conditions, accident, negligence by You or by any third party;
 - (iii) Your failure to operate or use the Guaranteed Goods in accordance with the under instructions;

- (iv) Your failure to follow instructions relating to the cleaning of the Guaranteed Goods; or
- (v) Any alteration or repair by You or by a third party who is not one of Our approved fitters.

9. PROVIDING SERVICES

- 9.1. We will supply the Services to You from the date agreed between Us in writing until the Services specified in the Order are complete.
- 9.2. We will make every effort to complete the Services by the estimated completion date set out in the Order. However, there may be delays due to an Event Outside Our Control. See clause 14 for Our responsibilities when an Event Outside Our Control happens.
- 9.3. We will own the copyright, design right and all other intellectual property rights in the Goods and any drafts, drawings or illustrations that We provide You.
- 9.4. If it is necessary for the fitter to return to Your house after the initial installation had taken place to carry our services which were not included within the scope of the Order (for example, to cut plinths around new floor/wall coverings), then an additional charge may be made to cover the fitters travelling time and expenses.

10. CUSTOMER OBLIGATIONS

- 10.1. You must provide free access to Your property, the installation area and parking. If there are any parking restrictions in place at Your property then You must notify Us in advance at the time of placing the Order.
- 10.2. You are responsible for:
- 10.2.1. Replacing any broken tiles or for making good any walls (unless We have caused the damage during installation) or for any redecoration required;
 - 10.2.2. Ensuring that the working area is cleared and accessible prior to fitting. If the area is not cleared and accessible prior to installation then additional charges may be incurred by You;
 - 10.2.3. Carrying out all preparatory work necessary to enable Our professional fitter to complete installation (where You have ordered Installation Only or Installation and Connection), which includes an obligation on You to upgrade Your existing electrical wiring if it is found at the time of fitting that it does not meet current safety standards. We will not be responsible for any delays in completing the electrical work included in Your Order (if any) if You existing wiring is unsafe or unsuitable.

11. DISPOSAL OF PACKING

The price includes the removal of all packaging for the Goods, where we are supplying the Goods to You on an installation Only basis or an Installation and Connection basis. Where We are supplying the Goods to You on a supply Only basis. You will be responsible for the removal of all packaging.

12. PRICE AND PAYMENT

- 12.1. The prices for the Goods exclude delivery and fitting costs, which will be added to the total amount due and are set out in the Order.
- 12.2. Where We are providing Goods to You, You must make payment for Goods in advance by credit or debit card or bank transfer. Where any bank surcharges apply for the use of a specific credit or debit card, these will be set out in the Payment Schedule in the Order.. The Deposit must be paid at the time of submitting Your Order to Us in accordance with clause 4.3 above. The balance of the price for the total Order (as set out in the Payment Schedule in the Order) shall be due two weeks prior to the delivery date agreed in accordance with clause 6.2 above.
- 12.3. If You do not make any payment due to Us by the due date for payment, We may charge interest to You on the overdue amount at the rate of 3% a year above the Bank of England Official Bank Rate from time to time. The 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

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- judgement. You must pay Us interest together with any overdue amount.
- 12.4. However, if You dispute an invoice in good faith and contact Us to let Us know promptly after You have received and invoice that You dispute it, clause 12.3 will not apply to the amount of the price you dispute for the period of the dispute but You must pay the undisputed balance of the invoice to Us in accordance with these Terms.
13. OUR LIABILITY TO YOU
- 13.1. If We fail to comply with these terms, We are responsible for loss or damage You suffer that is a foreseeable result of Our breach of the Terms of Our negligence. Loss or damage is foreseeable if it is an obvious consequence of Our breach or if it was contemplated by both You and Us at the time we entered into this contract.
- 13.2. If We are installing the Goods in Your property, We will make good any damage to your property caused by Us in the course of installation or performance other than as set out below. However, We are not responsible for the cost of repairing any pre-existing faults or damage to Your property that We discover in the course of installation and/or performance by Us.
- 13.3. We only supply the Goods for domestic and private use. You agree not to use the Goods for any commercial, business or re-sale purpose and We have no liability to You for any loss of profit, loss of business, business interruption or loss of business opportunity.
- 13.4. We do not exclude or limit in any way Our liability for:
- 13.4.1. Death or personal injury caused by Our negligence or the negligence of Our employees, agents or subcontractors;
- 13.4.2. Fraud or fraudulent misrepresentation;
- 13.4.3. Breach of the terms implied by section 12 of the Sale of Goods Act 1979 (title and quiet possession);
- 13.4.4. Breach of the term implied by sections 13, 14 and 15 of the Sales of Goods Act 1979 (description, satisfactory quality, fitness for purpose and samples); and
- 13.4.5. Defective products under the Consumer Protection Act 1987.
14. EVENTS OUTSIDE OUR CONTROL
- 14.1. We will not be liable or responsible for any failure to perform, or delay in performance of, any of Our obligations under these Terms that is caused by an Event Outside Our Control.
- 14.2. An Event Outside Our Control means any act or event beyond Our reasonable control, including without limitation strikes, lock-outs or other industrial action by third parties, civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not) or threat or preparation for war, fire, explosion, storm, flood, earthquake, subsidence, epidemic or other natural disaster, or failure of public or private telecommunications networks.
- 14.3. If an Event Outside Our Control takes place that affects the performance of Our obligations under these terms:
- 14.3.1. We will contact You as soon as reasonably possible to notify You; and
- 14.3.2. Our obligations under these Terms will be suspended and the time for performance of Our obligations will be extended for the duration of the Event Outside Our Control. Where the Event Outside Our Control affects Our delivery of Goods to You, We will arrange a new delivery date with You after the Event Outside Our Control is over.
- 14.4. Either You or We may cancel the contract if an Event Outside Our Control take place and continues for longer than 90 days and if, in Your case, You no longer wish Us to provide the Goods. In such circumstances, a refund will be paid to you in accordance with clause 15.1 below.
15. OUR RIGHTS TO CANCEL AND APPLICABLE REFUND
- 15.1. We may have to cancel an Order, due to and Event Outside Our Control. If this happens;
- 15.1.1. We will promptly contact You to let You know;
- 15.1.2. If You have made any payment in advance for Goods that have not been delivered to You and/or Services that have not been provided to You, We will refund these amounts to You in full;
- 15.1.3. If Goods have been delivered to You and/or Services have been provided to You, You will be responsible for paying for such Goods and/or Services received up to and including the date of cancellation. You will be refunded in full for any amounts paid in advance for Goods and/or Services to be delivered after the date of cancellation; and
- 15.1.4. Where We have already started work on Your Order for made-to-order Goods by the time We have to cancel under clause 15.1.1, We will not charge You anything and You will not have to make any payment to Us.
16. INFORMATION ABOUT US AND HOW TO CONTACT US
- 16.1. We are a company registered in England. Our Company registration number is 06076201 and Our registered office is at 24 The Fairways, Cheshunt, EN8 0NL. Our registered VAT number is 899 2353 67.].
- 16.2. If You have any questions or if You have any complaints, please contact Us. You can contact Us by telephoning our Customer Service team on 01992 666150 or by emailing Us at info@candckitchens.co.uk
17. HOW WE MAY USE YOUR PERSONAL INFORMATION
- 17.1. We will use the personal information You provide Us to:
- 17.1.1. Provide the Goods and Services;
- 17.1.2. Process Your payment for such Goods; and
- 17.1.3. Inform You about similar products and services that We provide, but You may stop receiving these at any time by contacting Us.
- 17.2. You agree that We may pass Your personal information to credit reference agencies and that they may keep a record of any such search that they do.
- 17.3. We will not give Your personal data to any other third party.
18. OTHER IMPORTANT TERMS
- 18.1. We may transfer Our rights and obligations under these Terms to another organisation in case of subcontracting (e.g. for delivery of installation). However, this will not affect Your rights not Our obligations under these Terms.
- 18.2. You may transfer the benefit of the guarantee in clause 8 to any purchaser of Your property and you must notify Us of the name of the new owner. You may, subject to the relevant third party manufacturer's agreement, transfer the benefit of the guarantee (if any) under clause 7 to any purchaser of Your property. You may only transfer Your other rights or Your obligations under these Terms to another person if We agree in writing.
- 18.3. These Terms are governed by English Law. You and We both agree to submit to the non-exclusive jurisdiction of the English courts. However, if You are a resident of Northern Ireland You may also bring proceedings in Northern Ireland, and if You are a resident of Scotland, You may also bring proceedings in Scotland.
19. CONSUMER RIGHTS
- 19.1. As a consumer, You have legal rights in relation to Goods and Services that are faulty or not as described. We are under a legal duty to supply Goods that must be as described, fit for purpose and of satisfactory quality. Further advice about Your legal rights are available from Your local Citizens Advice Bureau or Trading Standards office. Nothing in these Terms will affect these legal rights.