

THE KITCHEN BUREAU LTD

TERMS AND CONDITIONS (CONSUMER)

1. THESE TERMS

- 1.1 **What these terms cover.** These are the terms and conditions on which we supply products to you, whether these are goods or services.
- 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 products 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 terms, please contact us to discuss.

2. INFORMATION ABOUT US AND HOW TO CONTACT US

- 2.1 **Who we are.** We are Kitchen Bureau Ltd a company registered in England and Wales. Our company registration number is 11093055 and our registered office is at Churchgate House, 3 Church Road, Whitchurch, Cardiff CF14 2DX. Our registered VAT number is 285080592.
- 2.2 **How to contact us.** You can contact us by telephoning our team on 02922 405 580 or by writing to us at hello@thekitchenbureau.co.uk or The Kitchen Bureau Ltd, 4 Stadium Close, Cardiff, CF11 8TS.
- 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 you come into the office to confirm your order in writing, at which point 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. This might be because the products are out of stock, because of unexpected limits on our resources which we could not reasonably plan for, because we have identified an error in the price or description of the products or because we are unable to meet a delivery deadline you have specified.
- 3.3 **Your order number.** We will assign an order 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 order 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 products in the UK. Unfortunately, we do not accept orders from addresses outside the UK.

4. **OUR PRODUCTS**

4.1 **Products may vary slightly from their pictures.** The images of the products in our brochure or on our website are for illustrative purposes only. Although we have made every effort to display the colours accurately, we cannot guarantee that a device's display of the colours accurately reflects the colour of the products. Your products may vary slightly from those images.

4.2 **Making sure your measurements are accurate.** If we are making bespoke products for you to measurements you have given us, you are responsible for ensuring that these measurements are correct.

5. **YOUR RIGHTS TO MAKE CHANGES**

If you wish to make a change to the products 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 products, the timing of supply 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**

Minor changes to the products. We may change the products to reflect changes in relevant laws and regulatory requirements and/or to implement minor technical adjustments and improvements. These changes will not affect your use of the products.

7. **PROVIDING THE PRODUCTS AND SERVICES**

7.1 **Delivery costs.** Subject to clause 7.7, the costs of delivery of the products is free.

7.2 **When we will provide the products.** We will contact you to agree a delivery date for the products which will be within 6 weeks after the day on which we accept your order.

7.3 **When we will provide the services.** We will also be providing services to you in the form of kitchen design (incorporating the products to be purchased from us) and the measurement of your premises where the products are to be fitted. We will begin to design your kitchen before the order is placed and measure your premises on the date agreed with you during the order process. **PLEASE NOTE: we do not install the products. If we should provide you with details of third parties who may install the products for you, these details are provided for your reference. We do not give any assurance or warranty as to the standard of service to be provided by such third parties. It is your responsibility to agree terms with these third parties and ensure that you are happy such terms which you have agreed.**

- 7.4 **We are not responsible for delays outside our control.** If our supply of the products 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, but if there is a risk of substantial delay you may contact us to end the contract and receive a refund for any products you have paid for but not received.
- 7.5 **Collection by you.** If you have specifically asked to collect the products from our premises, you can collect them from us at any time during our working hours of 9:00 am to 5:00 pm on weekdays (excluding public holidays) and Saturdays 10:00 am to 5:00 pm.
- 7.6 **If you are not at home when the products are delivered.** If no one is available at your address to take delivery, we will leave you a note informing you of how to rearrange delivery.
- 7.7 **If you do not re-arrange delivery.** If you do not collect the products from us as arranged or if, after a failed delivery to you, you do not re-arrange delivery or collect them from a delivery depot we will contact you for further instructions and may charge you for storage costs and any further delivery costs. If, despite our reasonable efforts, we are unable to contact you or re-arrange delivery or collection we may end the contract and clause 9.2 will apply.
- 7.8 **If you do not allow us access to provide services.** If you do not allow us access to your property to perform the services as set out in clause 7.3 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.
- 7.9 **When you become responsible for the products.** The products will be your responsibility from the time we deliver the products to the address you gave us or you or a carrier organised by you collect it from us.
- 7.10 **When you own goods.** You own the products once we have received payment in full.
- 7.11 **What will happen if you do not give required information to us.** We may need certain information from you so that we can supply the products to you. If so, this will have been stated in the description of the products in our brochure or on our website. 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 (and clause 9.2 will apply) 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 products 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.

8. YOUR RIGHTS TO END THE CONTRACT

8.1 **You can always end the contract for the supply of a product before it has been completed.** You may contact us to end your contract for a product at any time before we have delivered it or completed supplying it and you have paid for it, but in some circumstances we may charge you for doing so, as described below. Of course, you always have rights where a product is faulty or mis-described (see clause 10, "If there is a problem with the products").

8.2 **What happens if you have a good reason for ending the contract.** If you are ending a contract for a reason set out at clauses 8.2.1 to 8.2.5 below the contract will end immediately and we will refund you in full for any products which have not been provided or have not been provided properly and you may also be entitled to further compensation. The reasons are:

8.2.1 we have told you about an upcoming change to the products or these terms which you do not agree to;

8.2.2 we have told you about an error in the price or description of the products you have ordered and you do not wish to proceed;

8.2.3 there is a risk that supply of the products may be significantly delayed because of events outside our control;

8.2.4 we have suspended supply of the products for technical reasons, or notify you we are going to suspend them for technical reasons, in each case for a period of more than 3 months; or

8.2.5 you have a legal right to end the contract because of something we have done wrong.

8.3 **What happens if you end the contract without a good reason.** If you are not ending the contract for one of the reasons set out in clause 8.2, then the contract will end immediately and we will refund any sums paid by you for products not provided but we may deduct from that refund (or, if you have not made an advance payment charge you) such amount so as to cover the net costs which we will incur or have incurred as a result of your ending the contract.

8.4 **Returning products after ending the contract.** If you end the contract after products 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 upcoming change to the products or these terms, 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.

9. OUR RIGHTS TO END THE CONTRACT

9.1 **We may end the contract if you break it.** We may end the contract for a product 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 14 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 products, for example, any specification required for any bespoke goods you wish to order from us;

9.1.3 you do not, within a reasonable time, allow us to deliver the products to you or collect them from us;

9.1.4 you do not, within a reasonable time, allow us access to your premises to supply the services referred to in clause 7.3; or

9.1.5 OTHER CIRCUMSTANCES.

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 products we have not provided but we may charge or deduct reasonable compensation for the net costs which we have incurred or will incur as a result of your breaking the contract.

9.3 **We may withdraw the product.** We may write to you to let you know that we are going to stop providing the products. We will let you know at least 3 months in advance of our stopping the supply of the products and will refund any sums you have paid in advance for products which will not be provided.

10. IF THERE IS A PROBLEM WITH THE PRODUCT

10.1 **How to tell us about problems.** If you have any questions or complaints about the products, please contact us. You can telephone our team on 02922 405 580 or write to us at THE KITCHEN BUREAU, UNIT 4 STADIUM CLOSE, CARDIFF, CF11 8TS or hello@thekitchenbureau.co.uk Alternatively, please speak to one of our staff in-store.

10.2 **Summary of your legal rights.** We are under a legal duty to supply products that are in conformity with this contract. Nothing in these terms will affect your legal rights.

10.3 **Your obligation to return rejected products.** If you wish to exercise your legal rights to reject products you must either return them to us, post them back to us or (if they are not suitable for posting) allow us to collect them from you. We will pay the costs of postage or collection.

11. PRICE AND PAYMENT

11.1 **Where to find the price for the product.** The price for the product (which includes VAT) will be the prices set out in the order. We take all reasonable care to ensure that

the prices of the products advised to you is correct. However please see clause 11.3 for what happens if we discover an error in the price of the product you order.

- 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 product, we will adjust the rate of VAT that you pay, unless you have already paid for the products in full before the change in the rate of VAT takes effect.
- 11.3 **What happens if we got the price wrong.** It is always possible that, despite our best efforts, some of the products we sell may be incorrectly priced. We will normally check prices before accepting your order so that, where the product's correct price at your order date is less than our stated price at your order date, we will charge the lower amount. If the product's correct price at your order date is higher than the price stated to you, we will contact you for your instructions before we accept your order.
- 11.4 **When you must pay and how you must pay.** We accept payment with most major credit/debit cards or by cheque.
- 11.4.1 You must pay for the goods before we dispatch them.
- 11.4.2 You must make an advance payment of 50%]of the price of the products on the date of your order and the balance of the price in full and in cleared funds 7 days before the date due for delivery of the products as we have notified to you.
- 11.5 **What to do if you think an invoice is wrong.** If you think an invoice is wrong please contact us promptly to let us know. You will not have to pay any interest until the dispute is resolved. Once the dispute is resolved we will charge you interest on correctly invoiced sums from the original due date.
12. **OUR RESPONSIBILITY FOR LOSS OR DAMAGE SUFFERED BY YOU IF YOU ARE A CONSUMER**
- 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. 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 products and for defective products under the Consumer Protection Act 1987.
- 12.3 **When we are liable for damage to your property.** If we are providing 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.

- 12.4 **We are not liable for business losses.** We only supply the products for domestic and private use. If you use the products 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. HOW WE MAY USE YOUR PERSONAL INFORMATION

How we will use your personal information. We will only use your personal information as set out in our Privacy Policy on our website.

14. OTHER IMPORTANT TERMS

- 14.1 **We may transfer this agreement to someone else.** We may transfer our rights and obligations under these terms to another organisation.

- 14.2 **You need our consent to transfer your rights to someone else.** You may only transfer your rights or your obligations under these terms to another person if we agree to this in writing.

- 14.3 **Nobody else has any rights under this contract.** This contract is between you and us. No other person shall have any rights to enforce any of its terms.

- 14.4 **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.

- 14.5 **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.

- 14.6 **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 products in the English and Welsh courts. If you live in Scotland you can bring legal proceedings in respect of the products in either the Scottish or the English and Welsh courts. If you live in Northern Ireland you can bring legal proceedings in respect of the products in either the Northern Irish or the English and Welsh courts.