

## TERMS AND CONDITIONS

### **1. DEFINITIONS**

1.1 In these terms and conditions the following words shall have the meanings given to them in this clause:

**'we', 'us' or 'our'** is a reference to Dimension One Kitchens & Bedrooms Limited;

**'you' or 'your'** is a reference to the person, firm or company to whom we are to supply Goods and Services, subject to these Conditions;

**'Conditions'** means the terms and conditions set out in this document;

**'Contract'** means any contract between you and us for the supply of Goods and Services, incorporating these Conditions;

**'Contractor'** means any third party contractor engaged to undertake any fitting or building works for you;

**'Delivery'** means the delivery of the Goods in accordance with clause 5;

**'Goods'** means the goods described in our quotation;

**'Parties'** is a reference to both you and us;

**'Premises'** means the place where the Goods are to be delivered and the Services are to be performed;

**'Price'** means the price for the Goods and the price for the Services, excluding carriage, packing, insurance and VAT, subject to any other charges which are or which become payable under the Contract;

**'Services'** means the services described in our quotation.

### **2. APPLICATION OF CONDITIONS**

2.1 These Conditions shall apply to all quotations issued by us and to any Contract, to the exclusion of all other terms and conditions, including any terms or conditions which you may purport to apply under any purchase order, confirmation of order or similar document.

2.2 The provisions of any quotation shall remain firm for 30 days from the date of the quotation (unless otherwise stated in the quotation) and thereafter shall be subject to written confirmation by us.

2.3 Subject to the provisions of clause 2.2, a Contract shall arise between you and us on the date that you accept our quotation in writing.

2.4 Our quotation may include a quote for fitting or building works to be undertaken by a Contractor. Notwithstanding the provisions of clause 2.3 above, you shall be responsible for paying the Contractor directly for the works and the Contractor shall be deemed to be working independently from us. We shall not be liable for the advice, actions or workmanship of any Contractor, nor for the quality or suitability of any materials used by any Contractor, nor for the consequences of any delay or inaction of any Contractor. You shall hold us harmless against all liabilities, costs, damages and expenses which may be incurred as a result of any matter identified in this clause 2.4.

2.5 Any amendment of these Conditions shall have no effect unless agreed in writing by us.

2.6 You should keep a copy of these Conditions for your records.

2.7 Our responsibility to you shall be limited to carrying out the Services and delivering the Goods described in our quotation and any changes, alterations or additions to the Services or Goods or any related materials will be charged at our applicable rates.

### **3. PRICE AND PAYMENT**

- 3.1 The Price and any other charges payable under the Contract shall be those which are referenced in our quotation and/ or subsequently notified to you, including any price adjustment necessitated by the results of a confirmatory survey of the Premises.
- 3.2 Subject to clause 3.3, the Price and any other charges payable under the Contract shall be paid at such times and in such manners and amounts as are stipulated by us. Time for payment shall be of the essence.
- 3.3 If you are contracting with us as a consumer (i.e. not for the purposes of your trade, business, craft or profession) you must make payment of a non-refundable deposit to us on the date referred to in clause 2.3, subject to any rights that you may have under clause 4.5.
- 3.4 If you fail to pay us any sum due to us on or before the date that such sum falls due for payment, then we shall be entitled to charge you interest thereon at a rate of five per cent (5%) per annum above the Bank of England's Base Rate or (where applicable) the allowable rate of interest chargeable on commercial debts (whichever is the higher) from the date that such sum falls due until the same has been paid to us.
- 3.5 Without limiting any other right or remedy available to us (up to and including termination of the Contract), we reserve the right to suspend any further work under the Contract and to withhold any further delivery of Goods to you, if the Price and/or any other charges payable to us have not been paid in full.

### **4. THE GOODS**

- 4.1 The quantity and description of the Goods shall be as set out in our quotation.
- 4.2 You have statutory cancellation rights if you are contracting with us as a consumer and the Contract is a distance contract or off-premises contract within the meaning of the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 (the '**Regulations**'). Under the Regulations, you may cancel a Contract for the purchase of Goods (without giving any reason for cancellation) at any time within the period:
- (a) beginning upon the date referred to in clause 2.3; and
  - (b) ending at the end of 14 days after the day on which the Goods come into your physical possession (the '**Cancellation Period**').
- 4.3 The cancellation right described in clause 4.2 does not apply in respect of made-to-order Goods.
- 4.4 In order to cancel a Contract on the basis described in clause 4.2, you must notify us of your decision to cancel in writing before the Cancellation Period has expired. If the Goods have been delivered to you, you must arrange for the Goods to be returned to us, at your sole cost.
- 4.5 If you cancel a Contract on the basis described in clause 4.2, you will receive a full refund of any amount paid to us by you for the Goods, including delivery costs if the Goods have been delivered to you.
- 4.6 However, because we are to supply and install Goods for you, you agree that the installation of the Goods may commence before the expiry of the Cancellation Period and you acknowledge that if the installation of the Goods does begin before the expiry of the Cancellation Period, then you will lose the right to cancel referred to in clause 4.2.
- 4.7 If you are contracting with us as a consumer but the criteria for exercising the statutory cancellation rights described in clause 4.2 have not been satisfied, or if you are contracting with us as a business customer (i.e. for the purposes of your trade, business, craft or profession) you may not cancel the Contract except with our written agreement and on terms that you shall indemnify us in full against

all loss (including loss of profit), costs (including the cost of all labour and materials used), damages, charges and expenses incurred by us as a result of cancellation.

**5. DELIVERY OF THE GOODS**

- 5.1 Delivery of the Goods will be by the means and timescale stated in our quotation. You shall make all arrangements to take delivery of the Goods whenever they are tendered for delivery.
- 5.2 Whilst we will endeavour to deliver the Goods in accordance with your requirements, we will not be liable for any delay in delivering the Goods to you, however caused.
- 5.3 We may make partial delivery of any order or deliver any order by instalments and Delivery shall be deemed to have taken place in either case.

**6. RISK AND TITLE**

- 6.1 Risk in the Goods shall pass to you on Delivery.
- 6.2 Title to the Goods shall not pass to you until we have received in full (in cash or cleared funds) all sums due to us in respect of:
  - (a) the Goods; and
  - (b) all other sums which are or which become due to us from you on any account.

**CLAUSES 6.3 TO 6.5 SHALL APPLY TO BUSINESS CUSTOMERS ONLY**

- 6.3 Until title in the Goods has passed to you, you shall:
  - (a) hold such Goods on a fiduciary basis as our bailee;
  - (b) store such Goods separately from all other goods held by you so that they remain readily identifiable as our property;
  - (c) not remove, deface or obscure any identifying mark or packaging on or relating to such Goods;
  - (d) maintain such Goods in satisfactory condition and keep them insured on our behalf for their full price against all risks.
- 6.4 You may use or resell the Goods in the ordinary course of your business, provided that you shall hold the entire proceeds of any resale of the Goods upon trust for us until the Goods have been paid for in full and shall keep all such trust monies in a separate bank account which shall not be overdrawn and in which such trust monies are not mingled with its own or any other monies. You acknowledge and agree that a sale by an administrator or liquidator as part of or in connection with the sale of your assets or part of your assets is not in the ordinary course of your business.
- 6.5 If:
  - (a) you are late in paying for the Goods; or
  - (b) you are late in paying for any other goods supplied by us; or if
  - (c) before title to the Goods passes to you, you become subject to any of the insolvency events listed in clause 10.1, or we reasonably believe that any such event is about to happen and notify you accordingly; then
  - (d) without limiting any other right or remedy we may have, we may at any time require you to deliver up the Goods and, if you fail to do so promptly, we may enter upon any premises of yours or of any third party where the Goods are stored in order to recover them and any costs, charges and expenses incurred by us in so recovering the Goods (including legal fees) shall be payable by you upon demand.

## **7. THE SERVICES**

7.1 Any timescales given by us for performance of the Services are estimates only and we shall not be liable for any delay in performing the Services, unless we have agreed in writing to abide by any specific performance date(s).

7.2 You must:

- (a) ensure that the structural integrity and condition of the Premises is suitable for the performance of the Services;
- (b) notify us of any particular features which you know about the Premises which may make the performance of the Services more difficult than expected;
- (c) ensure that you have a suitable supply of gas, electricity, water or waste services to be connected to the Goods;
- (d) ensure that existing wiring, gas, water and waste pipe work within the Premises is of a legal and good and workmanlike standard. You are responsible for locating any hidden wiring or pipework and we shall not be liable for any damage caused by or in connection with any hidden conduits;
- (e) ensure that any appliance, accessory or component supplied by yourself is suitable for use with the Goods;
- (f) remove any items from those areas in the Premises where we will be performing the Services by the date on which we are due to start performing the Services and cover any items which you will not be moving from those areas in order to protect them from dust and dirt; and
- (g) assume responsibility for any required redecoration or building work at the Premises following completion of the Services.

7.3 At all times during which we are providing the Services you will:

- (a) allow us to gain access to the Premises at the dates and times agreed between you and us;
- (b) allow us access to a water supply;
- (c) allow us to use electricity from normal 220/240 volt 3-pin sockets;
- (d) allow us to leave our tools and materials at the Premises at times when we are not performing the Services;
- (e) allow us to use your toilet and washing facilities; and
- (f) provide a parking permit (for a visitor) throughout the time we are providing the Services (if required or imposed by a local or other authority).

7.4 If you fail to fulfil any obligation set out in clause 7.3 or 7.4, we may reasonably refuse to commence or continue performing the Services until you have rectified the matter at your sole cost and you will be solely liable for any resulting delay, interruption or suspension of performance and for all costs, charges and expenses associated therewith.

## **8. WARRANTIES AND LIABILITY**

8.1 We warrant that the Goods shall, upon Delivery, be free from defects in material and workmanship.

8.2 Our liability under the warranty in clause 8.1 shall be limited to the repair or replacement, at our option, of any part of the Goods found to be defective and notified to us within 72 hours of receipt of the Goods by you. Subject to our confirming any defect as aforesaid, we shall effect any necessary repair or replacement at no charge to you.

- 8.3 Without prejudice to the foregoing provisions of this clause 8, where you are contracting with us as a consumer, clauses 8.4-8.5 summarise your key legal rights in relation to the Goods, which are subject to certain exceptions.
- 8.4 The Consumer Rights Act 2015 says goods must be as described, fit for purpose and of satisfactory quality. During the expected life of the Goods, you are entitled to the following:
- (a) up to 30 days: if the Goods are faulty, then you can get a refund;
  - (b) up to six months: if the faulty Goods cannot be repaired or replaced, then you are entitled to a refund of up to the full amount, in most cases;
  - (c) up to six years: in the event that the Goods can be expected to last up to six years then you may be entitled to a repair or replacement, or, if the Goods cannot be repaired or replaced, you may be entitled to some of your money back.
- 8.5 If you wish to exercise your legal rights to reject the Goods, you must allow us to collect the Goods from you. We will pay the reasonable costs of collection.
- 8.6 Our obligations under the foregoing provisions of this clause 8 are contingent upon the proper use of the Goods and we shall have no obligation in respect of any Goods which have been tampered with or modified without our approval or which have been subjected to unusual physical stress.
- 8.7 With respect to the Goods, you acknowledge and agree that:
- (a) unless specified otherwise in writing, any reference made in any descriptive material issued or published by us to wood or timber (whether solid or veneered) refers to door and door fronts only;
  - (b) colour reproduction in any descriptive material issued or published by us will be as close as is permitted by modern reproductive techniques;
  - (c) variations in colour and grain are to be expected where natural timbers are used and such variations shall not constitute a defect in the Goods;
  - (d) colour changes will occur over time in both timber products and in PVC, laminates and melamine finishes;
  - (e) laminate worktops are only resistant to heat up to 180 degrees Celsius and a chopping board must be used when cutting in order to avoid the appearance of scratches;
  - (f) worktop butt mitred joints, whilst sealed as far as possible, must not be subjected to excessive heat or the ingress of water in order to avoid swelling of the joint; and
  - (g) we shall not be liable for any slight imperfections in any parts of the Goods which are made of glass.
- 8.8 We warrant that the Services will be performed with reasonable skill and care.
- 8.9 Our liability pursuant to clause 8.8 shall be limited to re-performing any Services found not to have been performed with reasonable skill and care, provided that the failure of or defect in the Services is notified to us within 72 hours from completion of performance; otherwise, the Services shall be deemed to be satisfactory.
- 8.10 Subject to our obligations under the foregoing provisions of this clause 8, all other conditions, warranties, or other statements whatsoever concerning the Contract, whether express or implied, by statute, at common law or otherwise howsoever (save for the conditions implied by section 12 of the Sale of Goods Act 1979 and section 2 of the Supply of Goods and Services Act 1982) are, to the fullest extent permitted by law, excluded from the Contract.
- 8.11 In the event that you suffer any actual loss or damage arising directly from our negligence or breach of contract or breach of statutory duty, then (other than for death or personal injury caused by our

negligence, for which there shall be no limit of liability), our liability therefor shall be excluded to the fullest extent permitted by law and shall be limited in any event to the amount of the Price.

- 8.12 Subject to the provisions of clause 8.11, we shall not be liable to you for any indirect, special or consequential loss or damage, nor for economic loss, nor for any loss or damage occasioned by any event beyond our reasonable control.

## **9. FORCE MAJEURE**

- 9.1 We shall have no liability to you under the Contract if we are prevented from, or delayed in performing, any of our obligations under the Contract or from carrying on our business by acts, events, omissions or accidents beyond our reasonable control, including strikes, lock-outs or other industrial disputes (whether involving our workforce or the workforce of any other party), failure of a utility service or transport network, Act of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm, or default of suppliers or subcontractors, or unavailability of materials or failure or demise of any source of supply.

## **10. TERMINATION**

- 10.1 If at any time you commit a breach of any obligation arising under the Contract, or default in making any payment by its due date, or become insolvent, be subject to a petition in bankruptcy, or be placed under the control of a receiver, liquidator or committee of creditors, then we may, if we so elect, terminate the Contract by written notice. You shall have 30 days to correct the breach or default (if the breach or default is capable of remedy), failing which termination shall take effect at the end of the 30 day period.

## **11. GENERAL**

- 11.1 The Contract constitutes the entire agreement between the Parties and neither Party shall be bound by any other statement or representation made to the other.
- 11.2 No variation to the Contract shall be effective unless agreed in writing by us.
- 11.3 All intellectual property rights in relation to the Services, the Goods and any related materials shall vest in and belong solely and exclusively to us.
- 11.4 In the event that any part of the Contract shall be held to be void, voidable or otherwise unenforceable by a court of competent jurisdiction, then the remainder thereof shall remain in full force and effect.
- 11.5 The Contract shall be construed in accordance with the laws of England and Wales and shall be subject to the exclusive jurisdiction of the English Courts.