

## TERMS AND CONDITIONS

### 1. What these terms cover and why you should read them

- 1.1 What these terms cover. These are the terms and conditions on which we supply [and install], kitchen, bathroom or bedrooms (“Products”) and they form the basis of the contractual relationship between us and 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 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 GOODWINS KITCHENS, BEDROOMS & BATHROOMS a company registered in England and Wales. Company Registered No: 13298531 and our registered office is at Ferny Knowle Farm, Sheen, Buxton, England, SK17 0ER. Our registered VAT number is 379 8095 32. Our Kbsa Membership No. is 16/5006/R-FU.
- 2.2 How to contact us. You can contact us by telephoning our customer service team at 01629 258 500 or by writing to us at michael@goodwinskbb.co.uk and Goodwins Kitchens, Bedrooms & Bathrooms Limited 2 St Johns Street, Wirksworth, Matlock, Derbyshire, DE4 4DR
- 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. How our contract with you is formed

- 3.1 Draft Plan. We will design/draw a rough/preliminary plan for the products on the basis of information given by you. We may include in this information an idea of approximate total costing (“Draft Plan”).
- 3.2 First Survey. If there is then an agreement in principle to pursue the Draft Plan we will visit the site where you intend the products to be installed to conduct a first survey and produce a more detailed plan and specification (“Specification”).
- 3.3 Specification. Following the First Survey, you will be given a copy of the Specification for you to retain. The Specification forms part of the contract.
- 3.4 Quotation. We will issue you with a formal quotation including the Specification and costings which may include an initial payment. [This would also include any Draft Plans] and these terms and conditions (the “Quotation”).
- 3.5 Our Terms Prevail. These terms and conditions shall apply to all contracts for the design, sale and supply of the products by us to you 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 subject to your statutory rights.
- 3.6 Signature evidence of Acceptance. All orders that you place with us for the products shall be deemed to be an offer by you to purchase these items pursuant to these terms and conditions. Your signature on the Quotation shall be deemed conclusive evidence of your acceptance of these terms and conditions.
- 3.7 Variations. Any variation to these terms and conditions (including any special terms and conditions agreed between the parties) shall be inapplicable unless we agree to the changes in writing.
- 3.8 Note. For clarity the drawing and specification sheet included in the [Quotation] forms part of the contract. You will be deemed to understand and accept all the details contained in the Specification.
- 3.9 When is the contract formed? Our acceptance of your order will take place when we write to you to confirm receipt of your initial payment and confirm the specifications for what you have ordered, at which point a contract will come into existence between you and us.
- 3.10 If we cannot accept your order. If we are unable to accept your order, we will inform you of this [in writing] and will not charge you for the service. This might be because the items 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, because we are unable to meet a delivery deadline you have specified, or due to an adverse survey, inability to secure planning permission, the site being a listed building or other restrictions.
- 3.11 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.

### 4. Price increases

- 4.1 Our Quotation is based on our prices at the time of the contract. If there is a price increase to us before delivery of the Products then we reserve the right to increase our contract price to you if delivery of the products is more than 6 weeks from date of contract.
- 4.2 We will advise you of this increase and you will have the right to cancel the contract and be entitled to a refund of any prepayments less our reasonable costs for the production of the Specification.
- 4.3 [All Quotations are based on the fact that all surfaces, walls, floors, structural, electrical, gas, water and other services where the products are to be installed are or will be made fit for the purpose designated in the contract unless otherwise specified. Should such surfaces or services be found to be unsuitable, you will be advised in writing by us of the reasons for any additional cost to the contract price].

### 5. Our Draft Plans and Specification designs

- 5.1 The Draft Plan used to prepare Quotations belong to us until such time as you pay the final balance for the contract.
- 5.2 The Draft Plans are for guidance purposes only. If computer aided design is used then this is subject to additional visual differences or additional colour variations.
- 5.3 We own all intellectual property rights arising in or out of the Draft Plans and the Specification and therefore you may not reproduce, either totally or in part, any of our Draft Plans or Specifications without our written consent.

### 6. Risk in and ownership of the products

- 6.1 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.
- 6.2 When you own the products. You own the products once we have received payment in full.
- 6.3 Our right to repossess the products. Until you become the owner of the products you shall (i) hold the products and each item of them on trust for us and for our benefit (ii) store the products (at no cost to us) separately from all other products in your possession and marked in such a way that they are clearly identified as our property and (iii) upon request, deliver up such of the products as we may require (and if you fail to do so, then we may enter upon any premises, owned, occupied or controlled by you where the products are situated and repossess the products).

## **7. Product specification variation**

- 7.1 We rely on the information supplied in the manufacturer's literature and where there is a variation to the specification of products featured we will advise you of this at the point of purchase.

### **WE DRAW YOUR ATTENTION TO THE FOLLOWING**

- 7.2 Due to the naturally sourced products used, variations in colour and grain may occur which are beyond our control; such variations will not entitle you to terminate the contract, refuse to pay the full contract price, or claim compensation.

## **8. Payment**

### **8.1 Initial Payment**

- 8.1.1 [We may require you to pay an Initial Payment as a % of the total price for the products when you place an order for the products with us. The amount required will be stated in our Quotation. Due to the nature of our work, the initial Quotation may change as part of the design process, but we will inform you of any changes and provide an amended Quotation to reflect this.]

OR

- 8.1.2 [We will require you to pay an Initial Payment as a % of the total price for the products when you place an order for the products with us. The amount required will be stated in our Quotation.]

- 8.1.3 We participate in one of the Kbsa Consumer Protection Schemes (Consumer Care or Consumer Care Plus).

- 8.1.4 Our membership criteria states that as a member we must not ask for more than a 25% Initial Payment ensuring that customers are covered by Consumer Care or Consumer Care Plus. This means that Initial Payments up to a maximum of 25% of the total contract price are covered by the scheme.

- 8.1.5 If you pay more than a 25% Initial Payment you will no longer benefit from the protection of the Kbsa Consumer Protection Scheme.

### **8.2 The Balance**

- 8.2.1 We will invoice you for:

- 8.2.2 the balance of the price for the products which shall be due and payable and received in cleared funds no later than [14] days prior to delivery ("Pre Delivery Balance"); and

- 8.2.3 [the installation costs for the products which shall be due and payable by you to us on completion of installation of the products].

- 8.2.4 [Please note that any minor remedial work as set out in one definitive list of snags and defects will be carried out as soon as possible after we have delivered the products and they have been installed ("Practical Completion") and should not defer payment of the final balance]. [The Kbsa recommends that no more than 5% of the total contract price is held back and that it is paid as soon as remedial works are complete and a certificate of completion is signed where applicable.]

- 8.2.5 When payment is due if you delay delivery. It is your responsibility to make sure payment of the Pre Delivery Balance is made on or before its due date. If you delay the delivery date or do not accept the products for any reason on or before the delivery date, then the due date for payment of the Pre Delivery Balance will remain no later than [7] days prior to the original delivery date.

- 8.2.6 VAT. VAT is chargeable at the prevailing rate applicable at the time of the supply of the products and invoice. Should the law at any time change in relation to VAT or in the event of HM Customs and Excise ruling that VAT is chargeable on items we zero rated on your order, we reserve the right to collect the VAT due from you at any subsequent date.

- 8.3 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 [HSBC] Bank 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.

- 8.4 What payment methods you can use. Our preferred methods of payment are by Debit Card, BACS to Bank of Natwest GOODWINS KITCHENS, BEDROOMS AND BATHROOMS LIMITED BACS payments to Sort Code: 60-01-33 Account Number: 51247577 or cheque with cleared funds.

- 8.5 Your liability for payment. You will, by your signature on the Contract, accept liability for payment for the products [and installation]. Any third party whom we on your instructions invoice for the products will be deemed to be acting as your agent and you should draw their attention to this Contract.

- 8.6 [Promotional Offers and Discounts. Any promotional offers or discounts that we negotiate with you are to be treated as settlement discounts and are conditional on the balance of the price being paid on time and within the terms of the Contract.]

## **9. Delivery [and Installation]**

### **WE DRAW YOUR ATTENTION TO THE FOLLOWING**

- 9.1 What happens if there are delays beyond our control? We will make every effort to ensure that delivery dates [and installation start dates] are adhered to but if there are delays beyond our reasonable control, then we will advise you and agree revised dates. We will not be liable for any damages, loss, costs or expenses arising as a result of any delays occasioned by the non-arrival of any item comprised within the products, including without limitation any parts or replacement parts.

- 9.2 What happens if items are damaged? If any items are damaged, then we will replace them free of charge as long as we are advised of the damage within 3 working days of the delivery [or commencement of the installation] and the damage is caused by our act or omission. Some replacement items may be subject to delay if they have been specially ordered or commissioned for the contract. If you give reasonable notice that you are unable to commit to the agreed delivery [and installation] schedule for the replacement items then we may store the replacement items at our premises and charge you for storage.

- 9.3 What must I do to make the site suitable for delivery [and installation] of the products? It is your responsibility to make fit, available and safe for work and use (i) [the site of installation of the products (work area)]; (ii) all means of access to and from the work area; and (iii) all services and utilities to the work area, in order to enable us to carry out the delivery [and the installation] of the products both safely and efficiently and in a timely fashion. If you

fail or delay to do so, then we in our discretion are entitled to defer such delivery date [and/or installation] date until that state is achieved in and around the work area. For the avoidance of doubt this shall include: (a) [Planning permission and/or building regulations approval, if needed, must be obtained in writing, by you, prior to installation. We will not be held responsible for any damage or loss to you caused by any failure to obtain such consents. This includes any Listed Building consent]; (b) [In the circumstances where we are installing the products during the COVID-19 pandemic, or in the circumstances where we are installing the products during any other epidemic or pandemic declared by the World Health Organization or similar body, you should ensure you are providing a safe and clean work area to our reasonable satisfaction in line with the relevant government guidance at the time of installation]; (c) Insurance Cover against fire/flood/theft/malicious damage etc. for materials on site during installation; (d) Parking, on or in the immediate vicinity of site, for at least one tradesman's van must be available at all times throughout the duration of the delivery [and/or installation]. Where parking permits are required you must ensure that permits are obtained and prepaid if necessary.

9.4 Our Access Rights. You authorise and permit all our representatives, and/or sub-contractors, and/or third party installers to have full and free access to your work area at mutually agreed times so that we/they can carry out or arrange to be carried out such surveys and/or works as we/they consider reasonably necessary.

9.5 We may also suspend delivery of the products if you do not pay. If you do not pay us for the products when you are supposed to and you still do not make payment within [10 days] of us reminding you that payment is due, we may suspend supply of the products until you have paid us the outstanding amounts.

9.6 What happens if you suspend delivery of the products

9.6.1 If you suspend delivery of the products we will have the right to charge for any of the additional storage costs [and associated third party costs from fitters and installers] etc. that we incur as a result.

9.6.2 If the delay in accepting delivery of the products continues for more than 2 months full payment for the products will become due immediately.

## **10. Warranties**

10.1 Manufacturer's Warranty. Warranties will depend on the products supplied under the contract and will be advised to you at the time of contract. Particularly any electrical or gas appliances will be covered by the manufacturer's warranty. Any guarantees confirmed by us will be dependent on (i) your full payment of the purchase price for the product to which the guarantee relates; and (ii) compliance with any notification or registration requirements required by the manufacturer of the relevant product. It is the responsibility of the customer to register all warranties.

10.2 Our Product Guarantee. If we make any of the products they are guaranteed against manufacturing defects for a period of [10] years from purchase/delivery [installation]. This excludes normal wear and tear and also excludes the natural variation in pattern and colour of timber and veneers. During this period we will make good, replace or repair any defective or faulty items free of charge. If we do this we shall have no further liability for a claim under this guarantee in respect of such products. However, we reserve the right to offer a partial or full refund in circumstances where, in our opinion, the repair or replacement of the item(s) is not possible or impractical].

10.3 Our product guarantee shall not apply unless you give written notice of the defect(s) to us, and (if the defect is as a result of damage in transit/installation) within 7 days of the time when you discover or you ought to have discovered the defect and we are given reasonable opportunity after receiving notice to examine such products. This guarantee shall not apply unless our invoice is fully paid, or if you make any further use of such products after giving such notice, or the defect arises because you have misused the products, or failed to follow our oral or written instructions as to the installation, commissioning, use or maintenance of the products, or you alter or repair such products without our written consent.

10.4 Installation and Workmanship Warranty. We provide a guarantee of 12 months for our workmanship in installing the products from the date of installation of the products.

10.5 Your Statutory Rights. Nothing in these conditions will reduce your statutory rights relating to faulty or misdescribed goods or workmanship. For further information about your statutory rights contact your local authority Trading Standards Department or Citizens Advice Bureau.

## **WE DRAW YOUR ATTENTION TO THE BELOW**

### **11. Bespoke Nature of Our Products**

11.1 Subject to your statutory rights you have no contractual right to cancel or suspend the whole or any part of the Contract. In the event that you do (or purport to) cancel or suspend the whole or part of the contract ("Cancellation") we shall not be obliged to accept such Cancellation and reserve all our rights and remedies. You acknowledge that certain elements of the products are made-to-measure, or made to your specifications or clearly personalized or by their nature cannot be returned and so cannot therefore be readily resold by us as there is no available market and they cannot be returned by us to the manufacturers and that therefore we would suffer loss, damages, costs and expenses arising from such Cancellation (together "Losses").

11.2 If we accept Cancellation, we shall be entitled to levy and you shall meet the following charges as a reasonable pre estimate of the losses which would be suffered by us arising from such. We shall be entitled to:

11.2.1 [retain any payments made by you prior to the commencement of the installation by way of an Initial Payment]; and

11.2.2 if the products are not under manufacture at the time the Cancellation is accepted then, we shall charge for Cancellation of [£1.500]; and

11.2.3 if the products are already under manufacture when the Cancellation is accepted, then we shall charge for Cancellation of a sum which is equal to [80%] of the price for the products.

### **12. Our rights to end the contract**

12.1 We may end the contract if you break it. We may end the contract at any time by writing to you if:

12.1.1 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;

12.1.2 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, site dimensions and measurements;

12.1.3 you do not, within a reasonable time, allow us to deliver the products to you; or

12.1.4 you do not, within a reasonable time, allow us, our subcontractors or representatives, [or third party installers] access to your premises to deliver [and/or install] the products; or

12.1.5 there is an adverse survey of where you wish to install the products.

12.2 You must compensate us if you break the contract. If we end the contract in the situations set out above we will refund any money you have paid in advance for products we have not provided but we may deduct or charge you reasonable compensation for the net costs we will incur as a result of your breaking the contract.

12.3 We may withdraw the products. 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 [three 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.

12.4 We may end the contract if something occurs that affects our ability to supply the products which is outside of our control. This could include the manufacturer of the products becoming bankrupt affecting the supply of the products including adverse import costs or any other reason that is acting in good faith outside of our reasonable control concerning the supply of the products.

### **13. What to do if there is a problem with the products**

13.1 How to tell us about problems. If you have any questions or complaints about the products, please contact us. You can telephone our customer service team at 01629 258 500 or by writing to us at michael@goodwinskbb.co.uk and Goodwins Kitchens, Bedrooms & Bathrooms Limited 2 St Johns Street, Wirksworth, Matlock, Derbyshire, DE4 4DR. Alternatively, please speak to one of our staff in-store.

### **14. Our responsibility for loss or damage suffered by you**

14.1 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.

14.2 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 including the right to receive products 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 products under the Consumer Protection Act 1987. [Note we are not liable for the acts or omissions of third party installers].

14.3 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 nor are we responsible for damage caused by our third party installers or for damage to existing electrical equipment that we are required to remove as part of the installation process for the products].

14.4 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.

### **15. How we may use your personal information**

15.1 We will use the personal information you provide to us:

15.1.1 to supply the products to you;

15.1.2 to process your payment for the products;

15.1.3 to provide third party installers with information about your order; and

15.1.4 if you agreed to this during the order process, to inform you about similar products that we provide, but you may stop receiving these at any time by contacting us.

15.2 We will only give your personal information to third parties where the law either requires or allows us to do so or you have given your permission.

### **16. Other important terms**

16.1 We may transfer this agreement to someone else. We may transfer our rights and obligations under these terms to another organization. We will always tell you in writing if this happens and we will ensure that the transfer will not affect your rights under the contract.

16.2 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 with our express prior written agreement. However, you do not need our agreement to transfer the benefit of our guarantee in clause 11.2.

16.3 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.

16.4 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.

16.5 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 products, we can still require you to make the payment at a later date.

16.6 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 courts. If you live in Scotland you can bring legal proceedings in respect of the products in either the Scottish or the English 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 courts.

16.7 Alternative dispute resolution. Alternative dispute resolution is a process where an independent body considers the facts of a dispute and seeks to resolve it, without you having to go to court. If you are not happy with how we have handled any complaint, you may want to contact the alternative dispute resolution provider we use at the Kbsa. You can submit a complaint to the Kbsa via their website at [www.kbsa.org.uk](http://www.kbsa.org.uk). The Kbsa will not charge you for making a complaint and if you are not satisfied with the outcome you can still bring legal proceedings.

16.8 Kbsa consent. You acknowledge that it is a condition of membership of the Kbsa that each member must make available to the Kbsa a full list of its customers together with their contact details for the various purposes of the Kbsa (including without limitation, accreditation, re-accreditation, applications for membership and membership upgrades and periodic customer service reviews). Accordingly, you give all consents required by law (including without limitation under the Data Protection Acts and superseding data protection legislation) for us to supply the Kbsa with your name and all such contact details whenever required by Kbsa. For the avoidance of doubt this information will not be used by the Kbsa for marketing purposes.