



TERMS AND CONDITIONS OF TRADING

1. INTERPRETATION

- 1.1 "Seller" means Burnhill Kitchens Ltd whose principal place of business is 13 Vale Rise, Woodgate Business Park, Tonbridge, Kent, TN9 1TB
- 1.2 "Purchaser" means the customer who has agreed to buy the Goods from the Seller as listed on the quotation.
- 1.3 "Goods" means goods which the Seller has agreed to supply to the Purchaser.
- 1.4 "Confirmation of Order" means the confirmation of order / quotation provided by the Seller to the Purchaser.
- 1.5 "Distance Contract" means any agreement between the Seller and the Purchaser for the supply of goods where the Purchaser has placed an order by telephone, fax, mail order or electronic means.

2. BASIS OF SALE

- 2.1 The Seller shall sell and the Purchaser shall buy the Goods in accordance with the terms of this agreement and any additional terms set out in the Confirmation of Order.
- 2.2 The contract is concluded when the Seller receives a Confirmation of Order which has been signed by the Purchaser.
- 2.3 It is the intention of the Seller that all the terms of the contract should be contained in this agreement and in the Confirmation of Order provided to the Purchaser. If the Purchaser requires any changes or wishes other terms to be included he/she should request that these are put in writing.

3. PURCHASER'S RIGHT TO CANCEL

- 3.1 Where the agreement for the supply of the Goods is a Distance Contract then the Purchaser shall be entitled to cancel this agreement within 7 days (excluding Saturdays, Sundays and public holidays) commencing the working day following receipt of the Goods.
- 3.2 The right to cancel this agreement under clause 3.1 shall be subject to the following conditions:
- (a) the Purchaser shall be responsible for promptly returning any Goods to the Seller at the cost of the Purchaser in an unused and undamaged condition;
- (b) the Purchaser shall not be entitled to cancel this agreement and return any Goods where such Goods have been made to the specification of the Purchaser. The Purchaser is reminded that most of the doors, accessories and carcasses supplied by the Seller are made to the Purchaser's specification.
- 3.3 Where the Purchaser cancels this agreement in accordance with clause 3.1 and subject to receipt by the Seller of any Goods returned by the Purchaser in the condition required herein the Purchaser shall be entitled to a full refund of all monies paid by the Purchaser. If the Purchaser does not pay the costs of delivery the Seller shall be entitled to deduct the direct costs of recovering the Goods from the amount to be refunded to the Purchaser.
- 3.4 If the Purchaser wishes to cancel this agreement he must give written notice to the Seller by first class post to the address stated for the Seller in clause 1.1 or, where the Seller and Purchaser have corresponded by email, to the usual email address of the Seller.

4. SPECIFICATION OF GOODS

- 4.1 The quantity and description of and any specification for the Goods shall be set out in the Confirmation or Order which forms part of the contract.
- 4.2 The Seller reserves the right to make changes in the specification of the Goods which are required to conform with any applicable safety or other statutory requirements.
- 4.3 Website information/pictures and showroom samples/displays are intended as a general guide only and the shape, dimensions, materials, weights and particulars of the Goods are subject to minor changes to reflect improvements and modifications and such changes which do not materially effect the appearance or performance of the Goods shall not be deemed as a change to the contract specification.
- 4.4 If for any reason beyond the Seller's reasonable control the Seller is unable to supply the Goods, then the Seller will notify the Purchaser. With the agreement of the Purchaser the Seller will replace all or part of the Goods with products of the same description and equal or greater standard and value. If the Purchaser does not wish to accept the replacement goods then he may terminate the agreement and any monies paid to the Seller will be refunded in full as long as this event takes place prior to delivery of goods otherwise clause 3.3 applies.
- 4.5 All goods remain the property of Burnhill Kitchens until full payment has been received

5. PRICE AND PAYMENT

- 5.1 The price of the Goods shall be the price set out in the Confirmation of Order.
- 5.2 The price includes any applicable sales taxes (including VAT) at the rate, which applies at the date of this agreement. In the event of any increase in such taxes or any additional taxes being imposed between the date of this agreement and the date of supply, the Purchaser agrees that such increase or additional taxes shall be added to the price.
- 5.3 The Seller shall do all it reasonably can to ensure the price quoted at the time of the contract is correct. If subsequently it becomes apparent that the Goods have been wrongly priced for a technical reason beyond the reasonable expectation of the Seller then the Seller will immediately inform the Purchaser and both parties will attempt to agree a revised price for the Goods. In the event that a new price cannot be agreed, then either party may terminate this agreement and the Seller will refund any monies paid in full. If the Goods have been wrongly priced due to an error in the information provided by the Purchaser then the Seller will try to agree a new price with the Seller but if the parties cannot agree a new price then either party may terminate this agreement and the Seller may retain all or part of any monies received from the Buyer as a contribution towards any losses it has suffered (including loss of profit).
- 5.4 Unless otherwise agreed in writing by the Seller, payment of the full price is due when the Purchaser receives the Confirmation of Order as follows:
- 5.4.1 On a full Installation Service,
- | | |
|-----------|------------------------------------|
| Payment 1 | 40% on confirmation of order |
| Payment 2 | Remainder on commencement of work. |

5.4.2 On Supply Only

Payment 1 50% on confirmation of order
 Payment 2 50% cleared funds prior to delivery of goods

5.4.3 Supplementary Building Works

Payment 1 Full payment due on commencement of works

5.5 Items considered to be faulty and reported as per 7.5 will be dealt with under the customer care snagging system. Any monies held by the purchaser must be agreed with the seller and must not exceed the value of the goods.

6. DELIVERY

6.1 The Seller shall do all it reasonably can to meet any date given for delivery of the Goods and. In the case of unforeseen circumstances beyond the reasonable control of the Seller, the Seller may not be able to do so. In such circumstances the Seller will contact the Purchaser and agree an alternative date.

6.2 The Purchaser will do all that he reasonably can to enable delivery to take place on the agreed date. In the case of unforeseen circumstances beyond the reasonable control of the Purchaser, the Purchaser may not be able to do so. In such circumstances the Purchaser will contact the Seller and agree an alternative date.

6.3 Where the contract or part of the contract is for the purchase of Goods to be ordered from a manufacturer, the Seller will use its reasonable endeavours to ensure delivery by such date as may be desired by the Purchaser but the Seller shall not be liable for any loss or damage suffered by the Purchaser through any delay in the delivery which is outside of the control of the Seller.

6.4 Where the Goods are replaced due to damage in transit or manufacturing faults, replacement will be subject to the delivery lead time quoted by the manufacturer. The Seller will use its reasonable endeavours to reduce these lead times but shall not be liable for any loss or damage suffered by the Purchaser through any delay in obtaining replacements which is outside the control of the Seller.

6.5 All goods are checked for damage at two stages prior to delivery to Purchaser. Where possible, the Purchaser should be in attendance at time of delivery to check all goods for damage. All damages must be reported within 24 hours of delivery or the liability for the damage will lie with the Purchaser. Any replacements deemed the Purchasers responsibility would be supplied at cost.

7. INSTALLATION

7.1 The Seller will ensure all attempts are made to keep the installation within the quoted price. Any extras will be agreed with the customer 'verbally' so as not to hold up the installation and invoiced immediately. These extras will be paid by the Purchaser immediately.

7.2 Any delay in the agreed installation date caused by the Purchaser will incur costs to the Purchaser if it is delayed beyond 30 days. In this instance a warehousing charge of £30 per week will apply and the Seller will be entitled to the payments laid out in clause 5.4.

7.3 The Seller will ensure all pre-installation and post installation checks are carried out with the Purchaser to ensure all issues are raised at the time.

7.4 Any changes to the design after the confirmation of order will leave the Purchaser liable to any additional costs incurred. In this instance the Purchaser will be notified.

7.5 Any damage to installed goods must be reported within 24 hours in order to obtain free replacement or repair.

7.6 Although we will use our best endeavours to keep to within the expected timescales variations sometimes cannot be avoided and the seller cannot be held responsible.

8. GUARANTEES AND WARRANTIES

8.1 The Seller warrants that the Goods will conform to the Confirmation of Order. In addition all goods supplied by the Seller have a minimum 12 months and a maximum of 24 months guarantee unless advised otherwise.

8.2 Any warranty or guarantee given by the Seller is in respect of the Goods shall be subject to the following conditions:

(a) the Seller shall be under no liability in respect of any defects in the Goods arising from any drawing, design or specification supplied by the Purchaser;

(b) the Seller shall be under no liability or in any way responsible for any structural defects existing in the property where the Goods are to be delivered and which would not have been apparent on the survey of the property and which may become evident as a result of installation of the Goods.

8.3 The Seller shall not be liable for any defects, injury, loss or damage resulting from the Purchaser's negligence or arising from lack of proper maintenance, improper use, accidents, unauthorised alterations or faulty workmanship on the part of others (excepting the Seller's agents or employees) except that nothing in this Agreement is intended to nor shall it limit any liability on part of the Seller in respect of death or personal injury caused by the Seller's negligence.

8.4 Where the Goods have a manufacturer's warranty the Seller undertakes to assist the Purchaser in obtaining from the manufacturer the benefit of any such warranty.

8.5 Any claim by the Purchaser based upon any defects in the Goods (including defects in the quantity or condition of the Goods) must be notified to the Seller as soon as reasonably practicable after the defect is discovered. In order to avoid any delay in dealing with any claim that the Goods are defective, the Purchaser should check the Goods with due care and attention at the earliest opportunity after delivery and put any claim in writing to the Seller at the address in clause 1.1.

8.6 Except as set out in Clause 8.1 above the Seller gives no other warranties or guarantees but this does not affect the statutory rights of the Purchaser as a consumer (as specified in Clause 11).

8.7 All guarantees, warranties and certifications will be held by the seller until full payment has been received. In the case of any disputes the certification process will be deemed frozen by the purchaser until resolution.

8.8 Installation will be deemed as 'acceptable' upon receipt of the final payment. Any installation issues arising in the following 24 months will be covered under our customer care process. In all instances an assessment will take place to confirm problem arising is due to installation and not any other reason.

9. INSOLVENCY OF THE PURCHASER

9.1 This Clause applies if:

(a) the Purchaser makes any voluntary arrangement with his creditors or becomes bankrupt; or

(b) the Seller reasonably apprehends that either of the events mentioned above is about to occur in relation to the Purchaser and notifies the Purchaser accordingly.

9.2 If Clause 9.1 applies then, without prejudice to any other right or remedy available to the Seller, the Seller shall be entitled to cancel the contract. If the Goods have been delivered but not paid for then the Purchaser agrees to deliver up the Goods to the Seller or allow the Seller to enter the premises to take possession of the Goods (at the Purchaser's option).

10. LIABILITY OF THE SELLER

10.1 The limitations of the Seller's liability in this agreement (including in this Clause 10) are subject to the provisions of Clause 11 which protect the Purchaser's rights. In the event of any conflict, the terms of Clause 11 prevail.

10.2 The Seller shall not be liable to the Purchaser for any losses which:

- (a) were unforeseeable at the time of the parties entered into the contract; or
- (b) which do not arise as a result of a breach of this agreement by the Seller; or
- (c) arise as a result of a breach of this agreement by the Purchaser; or
- (d) are business losses of the Purchaser.

10.3 The Seller shall not be liable for any inaccurate statements, errors or omissions contained in any brochure or literature produced by any manufacturer over which the Seller has no control.

10.4 The Purchaser is responsible for obtaining any consent or planning permission necessary for the installation or storage of the Goods at the Purchaser's premises and the Seller shall not be liable for any loss or damage to the Purchaser caused by the failure to obtain such consents.

11. THE PURCHASER'S RIGHTS

11.1 Nothing in this agreement will reduce the Purchaser's statutory rights as a consumer, including his rights in relation to faulty or misdescribed goods. If the Purchaser requires further information about his statutory rights he should contact his local Trading Standards Department or Citizens Advice Bureau.

11.2 Nothing in this agreement shall restrict the Seller's liability for

- (a) death or personal injury as a result any act, default or negligence of the Seller;
- (b) fraudulent misrepresentation; or
- (c) any other liability to the extent such liability may not be excluded or limited as a matter of law.

12. GENERAL

12.1 Except as otherwise provided, nothing in this agreement shall confer on any third party any benefit or the right to enforce any terms of this agreement.

12.2 If either party does not take action for a breach of this agreement by the other, that party will not be prevented from taking action on any future breach.

12.3 If any of the provisions of this agreement are held to be unenforceable then those provisions shall be severed from this agreement and the validity of the remaining provisions shall not be affected.

12.4 Except where expressly provided otherwise in this agreement, any notice to be served on either of the parties by the other shall be delivered by hand or sent by first class post or recorded delivery.

12.5 Any notice served on either party under this agreement shall be deemed to have been delivered:

- (a) if delivered by hand: on the day of delivery;
- (b) if sent by post to the correct address: on the second day after posting (or, if earlier, when the receiving party acknowledges receipt);
- (c) if sent by email, on the day it was sent.

12.6 The Seller will take due care over all decoration, existing goods and goods purchased from other sources during the installation. It is the responsibility of the purchaser to point out on the day of any damage caused by the installation process. Failure to do so will render all claims against the seller invalid.

13. GOVERNING LAW AND JURISDICTION

13.1 Subject to Clause 13.2, this agreement is covered by English Law and the English Courts shall have exclusive jurisdiction to hear any claims arising out of this agreement.]

13.2 For Purchasers who live outside England and Wales, this agreement will be covered by the law and courts of the country where the Purchaser lives.