Bedrooms &/or Home Living Furniture

Design and Installation Service

Terms & Conditions

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1. Introduction

We value your custom, and our aim is always to provide you with the very best service that is possible. As a member of the KBSA we are stringently vetted by the association to ensure that we meet their standards for being a reputable industry supplier.

We would like to explain our terms and conditions to you before you enter a contract with us and we have made them as straightforward as we can, bearing in mind that the design, supply and installation of a bedroom and/or home living furniture can be a complicated process and we want you to be fully aware of the commitment that we are both making to the contract.

If you have any problem that we as the supplier cannot resolve, our membership of the KBSA gives both of us an independent mediation and/or expert witness service that can be accessed (please be aware that there is a charge for this service).

You may wish to visit the KBSA website www.kbsa.org.uk to verify our membership status.

What follows are our terms and conditions for the design, supply and installation of a bedroom and/or home living furniture and they form the basis of the contractual relationship between us and you.

2. What these terms cover and why you should read them

a. These are the terms and conditions on which we will design, supply and install the items set out in our quotation or acceptance form and install them (referred to in these terms and conditions as the "**products**").

b. In these terms and conditions, we, us, and our means Ashford Kitchens and Interiors Limited and the person purchasing the kitchen, bedroom or home living furniture is referred to as you and your.

c. Please read these terms carefully before you confirm your order with us. These terms tell you who we are, how we will provide this service 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.

d. These terms are to be read in conjunction with the Guidance Notes provided in respect of the design, supply and installation of a bedroom and/or home living furniture ("**Guidance Note**").

3. Information about us and how to contact us

3.1 **Who we are**. We are Ashford Kitchens and Interiors Limited, a company registered in England and Wales. Our company registration number is 06404041 and our registered office is at Herschel House, 58 Herschel Street, Slough, Berkshire, SL1 1PG. Our registered VAT number is 925180531. Our KBSA Membership No. is (Ashford) 6/858/R-FU and (Farnham Common) 14/4770/R-BR.

3.2 **How to contact us**. You can contact us by telephoning our team on 01753 642362 (Farnham Common), 01784 245964 (Ashford) or by writing to us at info@ashfordinteriors.co.uk.

3.3 **How we may contact you**. When we contact you, we will do so by telephone, instant messaging or by writing to you at the email address or postal address you provided to us in your order.

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3.4 **"Writing" includes emails**. When we use the words "writing" or "written" in these terms, this includes emails and instant messaging.

4. How our contract with you is formed

4.1 **Survey.** We will visit the site where you intend the products to be installed to conduct a Design Consultation and at our discretion a Site Survey where we will measure the room for the purpose of the initial design. We may, at our discretion, provide an idea of approximate total costing at this stage.

OR

4.2 **Plans.** You agree to provide us with a copy of the plans of the space and/or property as produced by yourself, a builder or architect. We will rely on your plans and measurements provided. It is your responsibility to ensure that the plans are correct and that any measurements provided to us are accurate as we will work from these plans. We may, at our own discretion, provide an idea of the approximate total cost at this stage.

4.3 **Initial Design.** Following the Survey, we may produce an initial design for the products. In so doing, we may use our computer-aided design system ("**CAD System**"). Once complete, we will present the initial design to you and may in our absolute discretion, provide a verbal or written quote. Please note that any and all designs and drawings produced via our CAD System or otherwise may not be provided to you prior to Acceptance ("**Initial Design**").

4.4 **Acceptance Form.** We will produce an Acceptance Form which will provide you with a summary of the products requested, costs, specification and payment terms. It is at this stage that you will be required to sign the Acceptance Form and pay the deposit ("**Acceptance**"). Any designs and costs noted in the Acceptance Form are subject to change, pending the results of the Survey (if not carried out prior to Acceptance).

4.5 **Alternative Opportunity to Survey.** If we are unable to survey the space for whatever reason prior to Acceptance, we will arrange with you to measure the space and obtain our own accurate measurements to proceed with the installations and will indicate any revised design or cost change to you.

4.6 **Detailed Project Pack.** Following Acceptance and (if required) any Survey conducted after Acceptance, we will provide you and our installer with a Detailed Project Pack which contains the images, plans, drawings, schedules, specification, a copy of these terms and conditions and the relevant Guidance Note.

4.7 **Technical and Installation Survey.** The appointed installer or surveyor will visit the property (if required) and carry out a final Survey, the Technical and Installation Survey. This Survey will be carried out to re-confirm the details and measurements of the previous survey.

4.8 **When is the contract formed.** When you pay the deposit and sign the Acceptance Form.

4.9 **Your order number.** We will assign an order number to your order and tell you what it is at Acceptance. It will help us if you can tell us the order number whenever you contact us about your order.

4.10 **If we cannot fulfil your order.** If we are unable to fulfil 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.

4.11 **Our Terms Prevail.** These terms and conditions shall apply to all contracts for the design, sale, supply and installation of the products by us 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.

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4.12 **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 Acceptance Form shall be deemed conclusive evidence of your acceptance of these terms and conditions.

4.13 **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.

4.14 **Note.** For clarity any Guidance Notes, drawings and summary specification included or appended to the Quotation or Detailed Project Pack, forms part of the contract. You will be deemed to understand and accept all the details contained in the contract.

5. Price increases

5.1 **Our Quotation or the fixed price in the Acceptance Form 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 subject to any prior agreement between us and you, we reserve the right to increase our contract price to you if delivery of the products is more than 12 weeks from date of contract.**

5.2 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.

5.3 All Quotations or prices in the Acceptance Form are based on the fact that all surfaces, walls, floors, structural services, where the products are to be installed are or will be made fit for the purpose as required under the contract unless otherwise specified. Should such surfaces be found to be unsuitable, you will be advised in writing by us of the reasons for any additional cost to the contract price.

6. Our plans and designs

6.1 The plans and designs used to prepare Quotations, belong to us until such time as you pay the deposit.

6.2 You may not reproduce either totally or in part any of our plans or designs without our written consent.

6.3 The plans and designs are for guidance purposes only. If computer aided design is used, then this is subject to additional visual differences or additional colour variations.

7. Risk in and ownership of the products

7.1 **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.

7.2 **When you own the products.** You own the products once we have received payment in full.

7.3 **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).

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8. Product specification variation

8.1 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 as soon as we are made aware.

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Due to the nature of some of the products used, variations in colour, joints, grain, and finishing 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.

9. Payment

9.1 **Your Deposit**

9.1.1 We will require you to pay a deposit of 25% of the total price for the products when you place an order for the products with us. The amount required will be stated on our Acceptance Form.

9.2 **The Balance**

9.2.1.1 the part balance of the price for the products which shall be due and payable and received in cleared funds no later than 7 days prior to the earlier of, the agreed delivery date or installation date ("**Pre Delivery Balance**"); and

9.2.1.2 the final balance (5% up to a maximum of £1000) for the products which shall be due and payable by you to us on completion of installation of the products.

9.2.2 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.

9.2.3 **When payment is due if you delay delivery.** It is your responsibility to make sure payment of the Part 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 be the earlier of 7 days prior to the original delivery date or the installation start date.

9.2.4 **VAT.** VAT on the total order value is chargeable at the prevailing rate applicable at the time of Acceptance. Should the law at any time change in relation to VAT or in the event of HM Revenue and Customs 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. We will not retrospectively administrate a VAT refund. If your property qualifies for a lower or zero rates VAT, we will administer this only at the point of acceptance.

9.2.5 **VAT.** We will assume that you are the Customer and that the Products fitted are for you, or that you are an intermediary making onward supplies to the Customer, unless you say otherwise.

9.3 **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 8% a year above the base lending rate of the Bank of England from time to time. This interest shall accrue on a daily basis from the due date until the date of

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actual payment of the overdue amount, whether before or after judgment. You must pay us interest together with any overdue amount.

9.4 **What payment methods you can use.** Our preferred methods of payment are by BACS to Ashford Kitchens and Interiors Limited. Bank details are on our Acceptance Form and Final Contracts. We also accept payment by Credit or Debit Card for the deposit only, up to a maximum of £1,000.00.

9.5 **Your liability for payment.** You will, by your signature on the Contract, accept liability for payment for the products. 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.

9.6 **Settlements or Compensation.** Any settlement or compensation that we may negotiate with you is to be treated as settlement or compensation payment and is conditional on the balance of the products being paid on time and within the terms of the Contract.

10. Delivery and Installation

WE DRAW YOUR ATTENTION TO THE FOLLOWING

10.1 **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.

10.2 **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 7 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.

10.3 **What must I do to make the site suitable for delivery and installation of the products.**

10.3.1 It is your responsibility to make the site fit, clear, 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; (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 and (iv) access to toilet facilities in the house or alternatively by means of a portaloo (the arrangement of and payment for the portaloo is to be your responsibility). 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.

10.3.2 For the avoidance of doubt this shall include: (a) Planning permission, 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) Insurance Cover against fire/flood/theft/malicious damage etc. for materials on site during installation; (c) 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 installation. Where parking permits are required, you must ensure that permits are obtained and prepaid if necessary; (d) hiring a skip and placing the skip on your private property or on a council property, verges and the public highway. You must ensure that you have a permit from your local council prior to the delivery of the skip if placing the skip on Council property, verges or the public highway and have cones and lights to highlight the skips position to all pedestrian and users of the public highway for the

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term of hire; and (e) Carrying out a survey and/or notifying us of any risk of asbestos or asbestos in the site of installation (work area) or otherwise.

10.3.3 **For the avoidance of doubt, as this is a dry fit installation, you are required to arrange the removal and/or disposal of all existing units, tiles etc and where necessary the plastering work. This is to ensure that the area is made fit, clear, available, and safe for work and use. We or our third-party installers will unpack and install all products. For the avoidance of doubt, it is assumed that we are under no obligation to connect any services or connections to the products or provide any additional services such as plumbing, gas or electrical services. You will therefore be required to contract with a suitable third party to connect the services, connections to the products or to complete any additional services that may be required.**

10.4 **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.

10.5 **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 5 days of us reminding you that payment is due, we may suspend supply of the products until you have paid us the outstanding amounts. We will contact you to tell you we are suspending supply of the products. We will not suspend the products where you in good faith and acting reasonably dispute the unpaid invoice. As well as suspending the delivery of the products we can also charge you interest on your overdue payments. You will not have a right to a refund or replacement in this circumstance.

10.6 **What happens if you suspend delivery of the products**

10.6.1 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.

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

10.7 **What happens if the Technical and installations Survey reveals a major issue.**

10.7.1 If the Technical and Installations Survey uncovers what we consider to be a major issue, we will enter discussion with you to attempt to find a compromise or solution.

11. Warranties

11.1 **Manufacturer's Warranty.** Warranties will depend on the products supplied under the 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.

11.2 **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.

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

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WE DRAW YOUR ATTENTION TO YOUR RIGHTS BELOW

12. Your rights to end the contract

12.1 Save as set out in clause 12.3 below you have no contractual right to cancel or suspend the whole or any part of the Contract. If 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 reserves all our rights and remedies. You acknowledge that certain elements of the products are made-to-measure or made to your specifications or clearly personalised 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").

12.2 If we do accept such Cancellation, then 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 Cancellation:

12.2.1 we shall be entitled to retain any payments made by you prior to the commencement of the installation by way of a deposit; and

12.2.2 if the products are not under manufacture at the time the Cancellation is accepted then, we shall be entitled to also make a charge for Cancellation of £1,500; and

12.2.3 if the products are already under manufacture when the Cancellation is accepted, then we shall be entitled to also make a charge for Cancellation of a sum which is equal to at least 80% of the contract price.

12.3 **In what circumstances may Cancellation be acceptable as a good reason for ending the contract?** If you are ending a contract for a reason set out at 12.3.1 to 12.3.2 below and the products are not already under manufacture 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:

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

12.3.2 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; and

12.3.3 same as otherwise stipulated in these terms and conditions you have a legal right to end the contract because of something we have done wrong.

13. Our rights to end the contract

13.1 **We may end the contract if you fail to comply with it.** We may end the contract at any time by writing to you if:

13.1.1 you do not make any payment to us when it is due, and you still do not make payment within 5 days of us reminding you that payment is due;

13.1.2 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/measurements or final product choices.

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

13.1.4 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

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13.1.5 there is an adverse survey of where we wish to install the products.

13.2 **You must compensate us if you fail to comply with 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 failure to comply with the contract.**

13.3 **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 two 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.

13.4 **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 or any other reason that is acting in good faith outside of our reasonable control concerning the supply of the products.

14. What to do if there is a problem with the products

14.1 **How to tell us about problems.** If you have any questions or complaints about the products, please contact us. You can telephone our team at 01753 642362 (Farnham Common) and 01784 245964 (Ashford) or write to us at info@ashfordinteriors.co.uk and 1-2 The Parade, The Broadway, Farnham Common, SL2 3QJ (Farnham Common) or 85 Church Road, Ashford, Middlesex, TW15 2PE (Ashford). Alternatively, please speak to one of our team in person.

15. Our responsibility for loss or damage suffered by you

15.1 **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 failure 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.

15.2 **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.

15.3 **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;
- 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;
- Any cracking (up to 2mm) which may occur at wall, floor, ceiling and module junctions due to shrinkage and differential movement between differing materials;
- Any damage caused to driveways:
    - Damage may occur when vehicles are instructed to leave the public highway;

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- Damage may occur when the loaded skip is collected from a private driveway which is not normally constructed to take the weight of a laden skip lorry; and
- Damage may occur when accessing and leaving the domestic property, especially when manoeuvring a large vehicle, this includes damage to gates, piers etc. Whilst we and our agents will take every precaution to avoid any damage, we will not accept liability for any damage caused to your property when delivering or collecting items which are not on the public highway.

15.4 **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.

16. How we may use your personal information

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

16.1.1 to supply the products to you;

16.1.2 to process your payment for the products;

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

16.1.4 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.

16.2 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.

17. Other important terms

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

17.2 **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 with our express prior written agreement.

17.3 **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. Neither of us will need to get the agreement of any other person in order to end the contract or make any changes to these terms.

17.4 **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.

17.5 **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.

17.6 **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

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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.

17.7 **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. 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.

17.8 **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.

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