

Your attention is drawn to these terms and conditions (Terms). A Contract between Us and You is subject to these Terms. Please read these Terms carefully before You submit an Order to Us. These Terms explain who We are, how We will provide the Services and Goods, how You or We may end the Contract, and other important information.

Nothing in these Terms will affect Your statutory rights as a consumer.

1. Definitions

In these Terms when We use the following words they have the following meanings:

Contract means the contract between You and Us for the supply of Goods and Services as set out in clause 3.1.

Deposit means 15% of the Price unless We agree a different amount with You in Writing.

Design Services means the measurement and design of Your kitchen by Us (if We agree with You that We will do so) which will involve Us attending at Your Property to undertake the same.

Goods means any goods supplied by Us to You under the Contract and as set out in the Order Form

Order means an order made by You for the supply of Goods and / or Services by Us subject to these Terms.

Order Form means the order form setting out details of Your Order.

Price means the price of the Goods and Services which includes delivery charges and VAT.

Property means Your address or any other address in the Order Form at which the Goods are to be delivered for installation (whether by Us in providing the Services or by You).

Services means the installation and the fitting of the kitchen at the Property by Us if this forms part of the Contract. It may also include removal of existing kitchen units and appliances from the Property if this has been agreed between Us and You.

We / Us / Our means Stead Kitchen Design Limited. We are a limited company registered in England and Wales with company registration number 13230670 and our registered office is at Unit 7, Franklin Court, Greave House Terrace, Lepton, Huddersfield, HD8 0GB. Our VAT number is 372818769.

Writing means letter (however delivered) or email.

You / Your means the person who places an Order with Us and enters into a Contract with Us.

2. Design Services and Measurements

2.1 We recommend that We attend at Your Property to carry out the Design Services prior to You placing an Order with Us.

2.2 Any plans or designs We prepare for You in undertaking the Design Services are, and remain at all times, Our property. You may not copy or reproduce them without Our written consent for You to do so.

2.3 In the event that having undertaken the Design Service, You do not place an Order with Us within three calendar months, You will return any plans or designs to Us if We ask that You do so.

2.4 If You decide to place an Order with Us based upon Your own design and measurements then You are wholly responsible for ensuring that the measurements are correct. We will rely upon Your measurements as being accurate and will not accept the return of the Goods if the measurements You provide are inaccurate. If We cannot carry out the Services as a result of the measurements being inaccurate We will not be responsible and We may terminate the Contract and the provisions of clause 9.1 will apply.

2.5 If We agree with You to attend at Your Property for the purpose of the Design Services, We will agree a date and time with You to do so. We will not be liable if We are unable to attend on the time and date agreed with You.

2.6 Before, or at the time that We enter into a Contract with You based upon Our design undertaken as part of the Design Services, You must confirm Your agreement to the design We produce in writing.

3. Our Contract with You

3.1 A Contract will be formed with You once You have submitted Your Order and We have accepted the Order in writing.

3.2 If We are unable to accept Your Order We shall notify You in Writing as soon as reasonably possible.

3.3 Any images of the Goods on Our website or in any literature We provide are for illustrative purposes only. Although We have made every effort to display the colours accurately, We cannot guarantee that the colours accurately reflects the colour of the Goods and as such the Goods may vary slightly from those images.

3.4 You should note that where Goods comprise natural products, the look, texture and finish of the Goods may vary. In particular, any solid surface may be subject to changes in colour due to its natural properties (including changes in colour) and painted goods may experience colouration differences from the colour swatch to the final finish.

4. Making changes to the Contract

4.1 After the Contract has been entered into, You may ask Us to make changes to the Goods You have Ordered. If You wish to do this, You should contact Us as soon as possible. We cannot guarantee that We can accept the requested changes, but if We are able to accept them, We will let You know about any changes to the Price or the timing of the delivery of the Goods and / or Services and ask You to confirm whether or not You want to go ahead with the change. If We cannot make the change or the consequences of doing so are not acceptable to You, You may consider ending the Contract in which case please see clause 8.5.

4.2 We will not make any changes to the Goods after the Contract has been entered into unless this is necessary because of a change in design or materials by Our manufacturers or suppliers. If this happens We will let you know. If the changes are minor, an update on design or improve the Goods You cannot end the Contract because of this, but if the changes are material You can terminate the Contract in which case please see clause 8.4.

5. If We require further information from You

If We need further information from You to enable Us to fulfil the Contract, We will contact You to ask for this information. If You do not, within a reasonable time of Us asking for it, provide Us with this information, or You provide Us with incomplete or incorrect information, We may either end the Contract (see clause 9.1) or make an additional charge of a reasonable sum to compensate Us for any extra work that is required as a result. We will not be responsible for providing the Goods or Services late or not providing any part of them, if this is caused by You not giving Us the information We need within a reasonable time of Us asking for it.

6. Delivery of Goods and providing the Services

6.1 The cost of delivery of the Goods is included in the Price.

6.2 If the Contract only provides for the delivery of Goods, and not Services, We will deliver the Goods as soon as We can do so. We will contact You within 30 days of the date the Contract is entered into to agree a date for delivery with You.

6.3 You and We accept when entering into the Contract that delivery of Goods (and if applicable the subsequent performance of the Services) may be postponed as a result of the COVID pandemic. This is a circumstance that is beyond Our control although Clause 6.9 will only apply to the extent that You can end the Contract in line with the provisions of Clause 6.9 if the delay occasioned as a result is to be of a significant period of time.

6.4 Subject to clause 6.3 and 6.9, You have legal rights if We deliver any Goods late. If we miss the delivery deadline for any Goods then You may treat the Contract as at an end straight away if any of the following apply:

- (a) We have refused to deliver the Goods;
- (b) delivery within the delivery deadline was essential (taking into account all the relevant circumstances); or
- (c) You told us before We accepted Your Order that delivery within the delivery deadline was essential.

6.5 If You do not wish to treat the Contract as at an end straight away as a result of late delivery, or do not have the right to do so under Clause 6.4, You can give Us a new deadline for delivery, which must be reasonable, and You can treat the Contract as at an end if We do not meet the new deadline.

6.6 Goods will be Your responsibility from the time We deliver the Goods to the Property.

6.7 You own the Goods once We have received payment in full.

6.8 If the Contract is for the delivery of Goods and for Us to perform the Services, We will contact You within 30 days of the date the Contract is entered into to agree a date for the Services to commence. We will also let You know at this time how long We expect it will take to complete the Services.

6.9 If the delivery of the Goods and / or the performance of the Services is affected by an event outside Our control then We will contact You as soon as possible to let You know and We will take steps to minimise the effect of the delay. Provided We do this we will not be liable for delays caused by the event but if there is a risk of substantial delay You may contact Us to end the contract in which case please see clause 8.4.

6.10 If You are not available to accept delivery of the Goods on the date agreed with You, or if the Contract is for Us to provide the Services to You at Your Property and You do not allow Us access to Your Property as arranged (and You do not have a good reason for this), We may charge You additional costs incurred by Us as a result. If, despite Our reasonable efforts, We are unable to contact You or re-arrange access to Your Property We may end the Contract and clause 9.1 will apply.

6.11 You are responsible for ensuring that adequate access is available to the Property to enable Us to deliver the Goods and for providing a safe means of access from the public highway to the Property. We may charge You additional costs incurred by Us should adequate and safe access not be possible, and if this should mean that We are unable to deliver the Goods fully or at all, despite Our reasonable efforts, We may end the Contract and clause 9.1 will apply.

6.12 If We are to remove any existing kitchen units or appliances from the Property as part of the Services agreed with You, We give no guarantee that the items removed will be in good or usable condition after completion of the removal works and accept no liability or responsibility for any damage caused to such items. We recommend that if You wish to reuse any items that the removal is undertaken by You. In this instance, it is Your responsibility to ensure that the items are removed, and the area of the Property in which the installation is to be carried out under the Services, is clear by the date agreed for the commencement of the Services.

6.13 It is Your responsibility to ensure that if the Contract provides for the provision of the Services that:

- (a) sufficient space is available to enable Us to carry out the Services;
- (b) adequate electricity power supplies are provided;
- (c) We have safe, clear and unobstructed access to both inside and outside the Property during the period in which the Services are to be undertaken.

6.14 Whilst We will perform the Services in line with Our duty to do so with reasonable skill and care, We cannot guarantee that superficial damage will not be caused to wallpaper, paintwork, and other items of décor in the immediate vicinity. The repair of any damage or replacement of any items will be Your responsibility.

6.15 In the event that the Services includes removal of existing kitchen units and appliances, should We find having done so that additional time will be required, or additional work must be carried out to ensure that the Property is suitable and safe for the installation of the new Goods, We shall advise of the same as soon as reasonably practicable to do so. If the work is such that a significant amount of extra time will be required, then We reserve the right to charge for such additional works, and to increase the Price accordingly. We shall attempt to agree the increase in the Price with You in advance but in the event that We are unable to do so the increase will be at Our discretion provided always that any increase will be wholly reasonable under all the circumstances and at the company's standard charge.

6.16 We will make good any damage to the Property caused as a result of Our negligence but in the event that such damage is as a result of any inherent defect in the Property, its construction, or make-up, We shall not be liable for any repair or mend of the same, although We may at Our sole and absolute discretion agree to do so (if so instructed and agreed by You), upon receipt of payment for the same. In such an instance, such increase in payment shall constitute an increase in the Price.

6.17 You should ensure that all possible obstructions including, but not limited to, curtains, blinds, ornaments, and other personal interior and exterior possessions and effects within the immediate vicinity of where the Services are to be carried out are removed. We do not accept any responsibility for any damage caused to such personal possessions and effects unless such damage shall be caused as a result of Our negligence.

6.18 We may suspend the provision of the Goods and / or Services if You do not pay. If You do not pay us for the Goods or the Services when You are supposed to (see clause 7.2) and You still do not make payment within 7 days of Us reminding You that payment is due, We may suspend supply of the Goods and / or Services until You have paid Us the outstanding amounts. We will contact You to tell You this. We can also charge You interest on Your overdue payments (see clause 7.4).

6.19 We may subcontract the provision of the Services to a third party contractor but We will be responsible for this third party's actions and work undertaken.

7. Price and payment

7.1 You agree to pay to Us the Price set out in the Order and the Contract, together with any subsequently agreed variations (see clause 4) or additions (see clauses 6.15 and 6.16).

7.2 You agree to pay to Us the Deposit on the date the Contract is entered into under clause 3.1. You agree to then pay 65% of the Price eight weeks before the date You and We have agreed for delivery of the Goods and / or commencement of the Services, and the balance of 20% of the Price within 14 days of completion of the delivery of the Goods or of the Services (whichever is applicable).

7.3 Once the Contract has been entered into, We will send to You an invoice which will confirm;

- (a) The Price;
- (b) The date upon which payment of the Deposit is due;
- (c) When the part balance of 65% is due to be paid by You.

7.4 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 Lloyds 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.

7.5 If You think an invoice is wrong please contact Us promptly to let Us know. You will not have to pay any interest until the dispute is resolved. Once the dispute is resolved We will charge You interest on correctly invoiced sums from the original due date.

8. Your rights to end the Contract

8.1 Unless You and We entered into the Contract whilst You were at our premises, You have a 14 day cooling off period which begins from the day after the date the Contract was entered into. The Contract will be entered into when We confirm acceptance of the Order in line with the provisions in clause 3.1.

8.2 If You decide to cancel the Contract during the Cancellation Period (as set out in paragraph 8.1) then You must inform Us of Your decision to do so by:

- (a) Emailing us at sales@steadkitchendesign.co.uk
- (b) By telephone on 01484 244344
- (c) In a letter addressed to Us at Our address at Unit 3, Norman House, Greave House Terrace, Lepton, Huddersfield, HD8 0GB ;
- (d) By completing and sending to Us the model cancellation form which can be printed from Our website.

Whichever option You chose, You should always include Your name and Your address.

8.3 If You cancel the Contract under the provisions of paragraphs 8.1 and 8.2, We will refund to You the Deposit (if this has been paid) and any other money You have paid within fourteen days.

8.4 If paragraphs 8.1 and 8.2 do not apply, You can cancel the Contract if either of the following apply at any time:

- (a) there is a risk that supply of the Goods and / or Service may be significantly delayed because of events outside Our control (see clause 6.9 although subject to clause 6.3); or
- (b) We have notified You of a material change which You do not accept (see clause 4.2); or
- (c) You have a legal right to end the Contract because of something We have done wrong (including because we have delivered late (see clauses 6.4 and 6.5, but subject to clause 6.3).

8.5 If We are not at fault and you do not have a right to change your mind (see Clause 8.1), You can still end the Contract before it is completed, but You may have to pay Us compensation. If you want to end the Contract before it is completed where We are not at fault the Contract will end immediately and we will be entitled to charge You reasonable compensation for the net costs and losses We will incur as a result of Your ending the contract. This will mean that We may retain the Deposit but if our net costs and losses exceed the amount of the Deposit We will be entitled to claim the difference from You.

9. Our rights to end the Contract

9.1 We may end the Contract if:

- (a) You do not make any payment to Us when it is due and You still do not make payment within 7 days of Us reminding You that payment is due;
- (b) You do not, within a reasonable time of Us asking for it, provide Us with information that is necessary (see clause 5);
- (c) You do not, within a reasonable time, allow Us to deliver the Goods to You (see clause 6.10);
- (d) You do not, within a reasonable time, allow Us access to Your Property to supply the Services (see clause 6.10); or
- (e) You supply measurements to Us under clause 2.4 and they are inaccurate such that We are unable to properly fulfil and complete the Services.

9.2 If We end the Contract in the situations set out in Clause 9.1 We are entitled to reasonable compensation from You for the net costs and losses We will incur as a result of Your breaking the contract.

10. Our legal obligations

10.1 We are under a legal duty to supply Goods and Services that are in conformity with the Contract. We will ensure that:

- (a) the Goods supplied to You are as described, fit for purpose and of satisfactory quality; and
- (b) The Services We provide are carried out with reasonable care and skill.

10.2 Nothing in these Terms affects Your legal rights.

10.3 If You have a problem with either the Goods or the Services, We ask that You contact Us in the first instance and We will endeavour to work with You to resolve any problems.

11. Our responsibility for loss or damage suffered by You

11.1 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 the 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.

11.2 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 including the right to receive Goods which are as described, of satisfactory quality, supplied with reasonable skill and care and, where installed by us, correctly installed, and for defective products under the Consumer Protection Act 1987.

11.3 We only supply the Goods and Services for domestic and private use. If You use the Goods for any commercial, business or resale purpose We will have no liability to You for any loss of profit, loss of business, business interruption, or loss of business opportunity.

12. Personal Information

We will use Your personal data purely on the basis and for the purpose of fulfilling the Contract with You. We will retain Your personal data for a period of up to six years and thereafter it will be destroyed.

13. Other important terms

13.1 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.

13.2 The Contract is between You and Us. No other person shall have any rights to enforce any of its Terms.

13.3 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.

13.4 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 the 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.

13.5 These Terms are governed by English law and You or We can bring legal proceedings in respect of the Contract in the English courts. If You live in Scotland You can bring legal proceedings in either the Scottish or the English courts. If You live in Northern Ireland You can bring legal proceedings in either the Northern Irish or the English courts.