

# Terms and Conditions of kitchenkit.co.uk

This contract is made under the following terms and conditions. Please read these terms and conditions carefully as they affect your rights and liabilities under the law.

## 1. Contract Parties

- 1.1. Kitchen Kit is a trading division of BA Kitchen Components Ltd, a company registered in Northern Ireland under company number NI029035, and whose registered office is Derryloran Industrial Estate, Cookstown, Co Tyrone, BT80 9LU.
- 1.2. The contract is between you (**The Buyer**) and Kitchen Kit (**The Seller**).
- 1.3 Any reference to 'you' or 'your' means the Buyer.
- 1.4 Any reference to 'we', 'us', 'our' means the Seller.

## 2. Your Status

- By placing an order through our site, you warrant that:
- 2.1. you are legally capable of entering into binding contracts;
  - 2.2. you are at least 18 years old; and
  - 2.3. you have read and understood the guidance on our site as to how orders should be made.

## 3. Contract Formation

- 3.1. Your order constitutes an offer to us to buy product(s) (the **Product(s)**) in accordance with these terms and conditions. The contract between us (**Contract**) will only be formed when we receive confirmation that one of the payment options available to you when you place an order has been successfully completed.
- 3.2 The Buyer is responsible for ensuring that the terms of the order are complete and accurate.
- 3.3 We will then provide you with an order confirmation including details of the Product purchased, cost and delivery details (the **Order Confirmation**).
- 3.4. We reserve the right to reject an order for whatever reason it deems necessary.

## 4. Consumer Rights

- 4.1. If you are contracting as a consumer, you may cancel or amend your order FOC provided the Products have not entered production or in the case of stocked Products, before they have been picked.
- 4.2 Any cancellation or amendment to an order containing stocked Products which has been released for picking will be subject to an administration fee equal to 25% of the order value (minimum charge £25).
- 4.3. Cancellation of a rigid made to order kitchen already in production is not permitted. However, amendments to made to order rigid kitchens can be made if production has not commenced. Any amendments to a made to order rigid kitchen will be subject to an administration fee 25% of the order value (minimum charge £25).
- 4.4. Details of your legal rights, and an explanation of how to exercise them, are available from your local Citizens' Advice Bureau or trading standards office. This provision does not affect your other statutory rights as a consumer.

## 5. Delivery

- 5.1. We will use all reasonable endeavours to deliver your order to the address provided on (or between) the delivery date(s) set out in the Order Confirmation provided by us to you, unless there are exceptional circumstances and the delivery is affected by factors beyond our control.
- 5.2. The delivery dates provided to you are an estimate and are not guaranteed, we will let you know should we become aware of an unexpected delay and will arrange a new delivery date with you.
- 5.3. If you fail to take delivery of an order on the specified delivery date, we will notify you that the Products are ready for delivery, or we cannot deliver due to your failure to provide relevant instructions, documents, licenses or authorisations then, except where this failure is caused by our failure to comply with these terms and conditions or by an event beyond your control:
  - 5.3.1. we will store the Products until delivery takes place and may charge you a reasonable sum currently £15 a day to cover expenses and insurance;

5.3.2. we shall have no liability to you for late delivery; and

5.3.3. Where delivery has taken place as agreed but we were unable to leave the Products we will have the right to any additional delivery charges if you require a further delivery later.

5.4. If you have not taken delivery of the Products within two weeks of our notifying you that they are ready, we may, after giving you reasonable prior notice in writing, resell or otherwise dispose of part or all of the Products and, after deducting reasonable storage and selling costs, or the price if they are bespoke Products and cannot be resold, pay you for any excess over the price of the Products or charge you for any shortfall below their original price.

5.5. If we are not able to deliver the whole of the order at one time due to operational reasons or shortage of stock, we will deliver the order in instalments. We will not charge you extra delivery costs for this. If you ask us to deliver the order in instalments, we may charge you extra delivery costs. Each instalment shall constitute a separate Contract. If we are late delivering an instalment or one instalment is faulty, that will not entitle you to cancel any other instalment.

5.6. Upon delivery of the Products you are responsible for inspecting the Products and reporting to us within 5 days of any alleged defect, fault, shortage, or error before the Products are used or fitted. We shall have no liability for any claim in respect of an alleged defect, fault or error which would be apparent on inspection before use or fitting.

5.7. Transit damage claims will be honoured if the proof of delivery has been signed DAMAGED and reported to us within 5 working days from the date of delivery.

5.8 If preferred, you can collect the Products from our premises at BA Doncaster, Sandall Stones Road, Kirk Sandall, Doncaster, South Yorkshire, DN3 1QR on the date advised, or such other location as may be advised by the us when notifying you that the Products are ready for collection. There will be no fee for collection, should you however fail to collect the Products on the date advised we may charge you a reasonable sum for storage of the Products, currently £15 a day to cover expenses and insurance.

5.9 For the avoidance of doubt we do not deliver to any location outside of the United Kingdom.

## 6. Risk and Title

6.1. The risk in the Products shall pass to you on completion of delivery.

6.2 Title and ownership of the Products will only pass to you when we receive payment in full (in cash or cleared funds) for the Products and delivery has been completed.

6.3. Unless otherwise agreed in writing by us, you shall have no right or license to use the KitchenKit trademarks.

## 7. Price and Payment

7.1. Product prices and delivery charges exclude VAT.

7.2. Product prices and delivery charges are liable to change at any time, but changes will not be made to orders where you have received an order acknowledgment.

7.3. Kitchenkit.co.uk contains a vast number of products and may contain some pricing errors. If the pricing error is obvious and unmistakeable and could have been reasonably recognised by you as an error, we do not have to provide the Products to you at the incorrect (lower) price.

7.4. Payment options will be available to you at the time of order. Orders will only be accepted if one of the options has been successfully completed to the reasonable satisfaction of the Seller.

7.5 Products can be purchased online via our website.

7.6 Payment options available to the Buyer are set out on our website. Credit options are only available to Buyers at the sole discretion of the Seller.

## 8. Returns and Refunds

8.1. A "return" claim includes any type of claim that requires the return of Product (e.g. shipping error, damage, wrong material received, defective Product). Only material that has been approved for return to us may be returned. Anything that has not been pre-approved will not be credited and may be disposed of.

8.2. It is advisable when returning any Product(s) to us you cover with the appropriate additional insurance to cover the total Product(s) value. If this additional cover isn't applied to Product(s) that are returned to us we cannot be held responsible for any damage that may occur in transit by the carrier.

8.3. If you return a stocked Product to us because you have cancelled the Contract between us within a seven-day cooling-off period, we will process the refund due to you as soon as possible and, in any case, within 7 days of the day on which you returned the Products to us. In this case, we will refund the price of the Product in full, and any applicable delivery charges. However, you will be responsible for the cost of returning the Products to us. Products returned after the cooling off period will be subject to a restocking charge of 25% of the order value (minimum charge £25).

8.4. If you return the Products to us for any other reason (for instance, because you consider that the Product is defective, or in circumstances where you notify us the Products are defective and we agree to collect them from you on a date agreed between us, or we ask you to return the Products to us at our cost or we agree that you can provide suitable photographic evidence, we will examine the returned Product or evidence as appropriate and will notify you:

- 8.4.1. that we will provide you with a full or partial refund via e-mail within a reasonable period; or
- 8.4.2. replace the Products; or
- 8.4.3. repair the Products.

8.5. We will usually process any refund due to you as soon as possible and, in any case, within 30 days of the day we confirmed to you via e-mail that you were entitled to a refund. We will, where we agree a refund, refund the price of a defective Product in full, any applicable delivery charges and if relevant, any reasonable costs you incur in returning the Product to us. For the avoidance of doubt, whether a Product is defective will be decided at our discretion.

8.6. We will usually refund any money received from you using the same method originally used by you to pay for your purchase.

## 9. Warranty

9.1. We warrant to you that for a period of 6 years from the date of purchase, any Product purchased from us through our site will, on delivery, conform in all material respects with its description, be of satisfactory quality, and be reasonably fit for the purposes for which Products of that kind are commonly supplied and will adhere to FIRA Gold/Gold Level H Certification, FIRA FS 6250 2018 Environmental Performance (Table 4b = Max bow of 1mm over 600mm span) and BS EN 17214:2019.

9.2. This warranty does not apply to any defect in the Products arising from:

- 9.2.1. fair wear and tear;
- 9.2.2. wilful damage, accident, or negligence by you or any third party.
- 9.2.3. if you use the Products in a way that we do not recommend.
- 9.2.4. your failure to follow our instructions.
- 9.2.5. any alteration or repair you carry out without our prior written approval; or
- 9.2.6. any incorrect instructions or plans submitted by you on our site to enable us to provide the Products.

9.3. We reserve the right to investigate all warranty claims to determine if the claim is due to a manufacturing defect resulting in product performance failure or to incorrect fabrication, installation, or misuse. We are only responsible for manufacturing defects and will at its choice repair, replace or refund the cost of the product.

9.4. We give no warranty and shall have no liability if Product manufacture or sale infringes on any intellectual property right ("IPR") under which we are not licensed. We reserve the right, without liability to the Customer other than for a refund of any portion of the price paid to discontinue manufacture, sale, or deliveries of any Product which in our opinion would infringe any IPR.

## 10. Our Liability

10.1. The restrictions on liability in this clause 10 apply to every liability arising under or in connection with our contract with you, including liability in contract, tort (including negligence), misrepresentation, restitution or otherwise.

10.2 Subject to clause 10.4, if we fail to comply with these terms and conditions, we shall only be liable to you for the purchase price of the Products and, subject to clause 10.3, any losses that you suffer as a result of our failure to comply (whether arising in contract, tort (including negligence), breach of statutory duty or otherwise) which are a foreseeable consequence of such failure.

10.3. Subject to clause 10.4, we will not be liable for losses that result from our failure to comply with these terms and conditions that fall into the following categories even if such losses result from our deliberate breach:

- 10.3.1. loss of income or revenue.
- 10.3.2. loss of business.
- 10.3.3. loss of profits.
- 10.3.4. loss of anticipated savings.
- 10.3.5. loss of data; or
- 10.3.6. Waste of management or office time.

However, this clause 10.3 will not prevent claims for loss of or damage to your physical property that are foreseeable or any other claims for direct loss that are not excluded by categories 10.3.1 to 10.3.6 inclusive of this clause 10.3.

10.4. Nothing in this agreement excludes or limits our liability for:

- 10.4.1. death or personal injury caused by our negligence.
- 10.4.2. fraud or fraudulent misrepresentation.
- 10.4.3. any breach of the obligations implied by section 12 of the Sale of Goods Act 1979 or section 2 of the Supply of Goods and Services Act 1982.
- 10.4.4. defective Products under the Consumer Protection Act 1987; or
- 10.4.5. Any other matter for which it would be illegal for us to exclude or attempt to exclude our liability.

10.5 This clause 10 will survive termination of the Contract.

## **11. Written Communications**

Applicable laws require that some of the information or communications we send to you should be in writing. When using our site, you accept that communication with us will be mainly electronic. We will contact you by e-mail or provide you with information by posting notices on our website. For contractual purposes, you agree to this electronic means of communication and you acknowledge that all contracts, notices, information and other communications that we provide to you electronically comply with any legal requirement that such communications be in writing. This condition does not affect your statutory rights. **12. Cancellation by Us**

12.1. We reserve the right to cancel the Contract between us if:

- 12.1.1. we or our suppliers have insufficient stock to deliver the Products you have ordered, or such Products have been discontinued;
- 12.1.2. we do not deliver to your area; or
- 12.1.3. one or more of the Products you ordered was listed at an incorrect price due to a typographical error or an error in the pricing information received by us from our supplier.

12.2. If we do cancel your Contract, we will notify you by e-mail and will re-credit your account by any sum deducted by us in relation to that order as soon as possible but in any event within 30 days of your order. We will not be liable to pay any additional compensation for disappointment suffered.

12.3. When we or our suppliers have insufficient stock to deliver the Products you have ordered or such Products have been discontinued, we reserve the right to provide substitute Products to you of the equivalent quality and price at our discretion instead of exercising our right to cancel in condition 12.1 above. If you, as a consumer exercise your right to cancel as set out above the cost of returning such substitute Products to us will be met by us.

## **13. Transfer of Rights and Obligations**

13.1. The Contract between you and us is binding on you and us and on our respective successors and assignees.

13.2. You may not transfer, assign, charge or otherwise dispose of any Contract you have with us, or any of your rights or obligations arising under it, without our prior written consent.

13.3. We may transfer, assign, charge, sub-contract or otherwise dispose of a Contract, or any of our rights or obligations arising under it, at any time during the term of the Contract.

## 14. Events outside our Control

14.1. We will not be liable or responsible for any breach, failure to perform, or delay in performance of, any of our obligations under a Contract that is caused by events outside our reasonable control (**Force Majeure Event**).

14.2. A Force Majeure Event includes any act, event, non-happening, omission, or accident beyond our reasonable control and includes (without limitation) the following:

14.2.1. strikes, lockouts or other industrial action.

14.2.2. civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not) or threat or preparation for war.

14.2.3. fire, explosion, storm, flood, earthquake, subsidence or other natural disaster.

14.2.4. impossibility of the use of railways, shipping, aircraft, motor transport or other means of public or private transport.

14.2.5. impossibility of the use of public or private telecommunications networks.

14.2.6. the acts, decrees, legislation, regulations, or restrictions of any government; and

14.2.7. pandemic or epidemic.

14.3. Our performance under any Contract is deemed to be suspended for the period that the Force Majeure Event continues, and we will have an extension of time for performance for the duration of that period. We will use our reasonable endeavours to bring the Force Majeure Event to a close or to find a solution by which our obligations under the Contract may be performed despite the Force Majeure Event.

## 15. Waiver

15.1. If we fail, at any time during the term of a Contract, to insist upon strict performance of any of your obligations under the Contract or any of these terms and conditions, or if we fail to exercise any of the rights or remedies to which we are entitled under the Contract, this will not constitute a waiver of such rights or remedies and will not relieve you from compliance with such obligations.

15.2. A waiver by us of any default will not constitute a waiver of any subsequent default.

15.3. No waiver by us of any of these terms and conditions will be effective unless it is expressly stated to be a waiver and is communicated to you in writing in accordance with clause above.

## 16. Severability

If any court or competent authority decides that any of the provisions of these terms and Conditions or any provisions of a Contract are invalid, unlawful or unenforceable to any extent, the term will, to that extent only, be severed from the remaining terms, which will continue to be valid to the fullest extent permitted by law.

## 17. Entire Agreement

17.1. These terms and conditions and any document expressly referred to in them constitute the whole agreement between us and you and supersede all previous discussions, correspondence, negotiations, previous arrangement, understanding or agreement between us relating to the subject matter of any Contract.

17.2. We each acknowledge that, in entering into a Contract, neither of us relies on, or will have any remedies in respect of, any representation or warranty (whether made innocently or negligently) that is not set out in these terms and conditions or the documents referred to in them. Any changes to the specification of the Products or variations to the Contract or these terms and conditions that you agree with our authorised employees or agents will only be binding if recorded in writing and signed by a director of the company.

17.3. Each of us agrees that our only liability in respect of those representations and warranties that are set out in this agreement (whether made innocently or negligently) will be for breach of contract.

17.4. Nothing in this clause limits or excludes any liability for fraud.

## 18. Variations of These Terms and Conditions

18.1. We have the right to revise and amend the Products, price lists or these terms and conditions from time to time to reflect changes in market conditions affecting our business, changes in technology, changes in payment methods, changes in relevant laws and regulatory requirements and changes in our system's capabilities.

18.2. You will be subject to the policies and terms and conditions in force at the time that you order Products from us, unless any change to those policies or these terms and conditions is required to be made by law or

governmental authority (in which case it will apply to orders previously placed by you), or if we notify you of the change to those policies or these terms and conditions before we send you the Order Confirmation (in which case we have the right to assume that you have accepted the change to the terms and conditions).

#### **19. Law and Jurisdiction**

Contracts for the purchase of Products through our site and any dispute or claim arising out of or in connection with them or their subject matter or formation (including non-contractual disputes or claims) will be governed by English law. Any dispute or claim arising out of or in connection with such Contracts or their formation (including non-contractual disputes or claims) will be subject to the non-exclusive jurisdiction of the courts of England and Wales.

#### **20. Third party rights**

A person who is not party to these terms and conditions or a Contract shall not have any rights under or in connection with them under the Contracts (Rights of Third Parties) Act 1999.

#### **21. Email and SMS Communications**

By providing your contact details to Kitchen Kit, you will be indicating to us your consent for us to contact you by email and SMS to let you know about your order delivery or offers/promotions, which may be of interest to you, unless you indicate an objection to receiving such messages. You can also unsubscribe from marketing email communications from within our emails.