

KITCHEN DESIGN & SUPPLY:

The Skinny Shaker Kitchen Company is a Trading Name of Kirkham Kitchens Ltd

1. DEFINITIONS

- a) The expressions "Our", "We", "Us" or "Kirkham Kitchens" means Kirkham Kitchens Ltd registered in England and Wales with registration number 14246413, its representatives, shareholders, employees, directors or agents.
- b) The expressions "You", "Your", "Customer", "Client", "Buyer" is deemed to refer to the person or business to whom quotation is addressed and to whom the Goods shall be provided.
- c) "Goods": The Goods shall be the products supplied by the Seller to the Buyer according to these terms and conditions.

2. GENERAL

- a) 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.
- b) The contract is between You (The Buyer) and Kirkham Kitchens (The Seller) whose registered office is at Kirkhams, Mill End, Little Easton, Great Dunmow, Essex, CM6 2JB England.
- c) You may not transfer any of Your rights under these Product Terms & Conditions to any other person.
- d) If You breach these Product Terms & Conditions and We choose to ignore this, We will still be entitled to use Our rights and remedy at a later date or in any other situation where You breach these Product Terms & Conditions.
- e) We shall not be responsible for any breach of these Product Terms & Conditions caused by circumstances beyond our reasonable control. Except as expressly set out in these Terms & Conditions.
- f) These Product Terms & Conditions are subject to English law. We will try to solve any disagreements quickly and efficiently. If you are not happy with the way We deal with any disagreement and You want to take court proceedings, You must do so in England.

3. PAYMENT

- a) Payment should be made by bank transfer. Except where otherwise set out in these Terms of Sale, the price payable by You for the goods is the price given by Kirkham Kitchens at the time you place your order. All products remain the property of Kirkham Kitchens until paid for in full.
- b) The payment breakdown shall be as outlined below (All prices are subject to VAT);
 - 75% of kitchen value shall be due on design acceptance and manufacture reservation/order (access rights to design and revisions).
 - 25% of the kitchen value shall be due 3 working days prior to scheduled delivery.
 - 100% of the work surface balance shall be due prior to templating.
 - 100% of the value of appliances and accessories shall be due prior to ordering.
- c) Should we be supplying any accessories and / or appliances, payment shall be required in advance prior to ordering.
- d) If You delay your delivery, the payment will still be due, unless otherwise agreed in writing with the Company, we will also charge a warehousing cost of £150 per week for delayed orders.

4. DELIVERY

- a) Delivery will, in most cases, be made directly to the address specified when You completed the order. Delivery times are given in good faith and approximate only. We cannot be held responsible for any direct or indirect expenses caused due to late delivery. We make every effort to deliver all Your items within the specified period set and We will always do everything within our power to keep to a delivery date, but there may be circumstances beyond Our control that cause delays. We shall contact You to let You know if We are having any problems getting a delivery to You within that time. Late delivery does not constitute a reason for You to cancel the contract. We also reserve the right to deliver the Goods in more than one visit when deemed necessary.
- b) We will contact You prior to delivery to confirm the delivery date and if possible, an approximate time.

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- c) Responsibility of the Goods will not pass to You until we have delivered the Goods and received a signature from You or Your representative. From this time, risk of damage to, or loss of the items, passes to You. We advise you to inspect the Goods upon delivery. If any items were lost or damaged in transit, We ask that You report them to the delivery driver. If any damages are discovered after delivery, they must be notified to Us in writing via email (hello@skinnyshakerkitchens.co.uk) within 24 hours following the delivery time. Any claims submitted after this period will not be accepted. Certain ranges may be applicable to a 30 remedial policy to replace or repair and provide extended warranties, but this will be clearly notified to you dependant on range choice.
- d) No responsibility whatsoever is accepted by Us for any delay in delivery or installation unless We specially undertake in writing to guarantee delivery by a specific date under a penalty.

5. YOUR RIGHTS TO CANCEL

- a) Bespoke kitchen cabinets and work surfaces are made / templated to Your specific requirement(s) and therefore cannot be cancelled once We have accepted Your order. It is possible that amendments may be accepted prior to the manufacturing process commencing. Any amendment application must be made and accepted in writing.
- b) To cancel Your contract of non-bespoke items, You must notify us in writing prior to returning any Goods to Us. We will issue you with a return number, which must be attached to the Goods being returned and notify You of the address to which returned Goods should be sent. Any Goods returned without the relevant return number attached or Goods returned to the incorrect address will not be accepted and no refund will be given. All returned Goods must be unopened and in their original packaging and be in unmarked condition. They are returned at Your own cost and risk and must be returned within 7 days from the issue of the return number. If You cancel the Goods prior to delivery, but the Goods have already been despatched, You must accept delivery and return the Goods to us in the same manner stated above.
- c) Once You have cancelled your order and We have received any relevant returned goods, any payment received by Us from You in relation to the Goods will be credited to Your bank account as soon as possible and in any event within 30 days of cancellation. All returned goods must be unused, in their original packaging and in the condition they were in when delivered to you.
- d) If You do not pay the costs of return delivery, We shall be entitled to deduct these costs from the amount to be credited to Your bank account. The goods remain Your responsibility until We have accepted Your return delivery.
- e) Cancellations which fall outside your statutory right to cancel are subject to a restocking charge of 30%. Your statutory rights as a consumer in relation to damaged or defective Goods will not be affected by this condition.

6. OUR RIGHT TO CANCEL

- a) We reserve the right to cancel the Contract between Us if: We have insufficient stock to fulfil the order, or you have ordered items which have been discontinued, or a pricing error has occurred.
- b) If We cancel your order in part or in full You will be notified by email and if possible, by telephone, We will refund Your bank account with the full cost of any cancelled items within 14 days of cancellation. We shall not be held liable to pay any additional compensation for any reason. There may be times when We or Our suppliers have insufficient stock to complete the order or the items may have been discontinued, in these circumstances We may offer alternative items of equivalent quality and price. Should this be the case you will be notified in writing prior to Your delivery, if We receive no instruction to the contrary then this will be taken as acceptance of the changes.

7. QUALITY

- a) All products supplied will be of satisfactory quality within the meaning of the sale of goods act 1979; and be fit for their purpose. In the event of any claim, We or our suppliers must be given a reasonable opportunity, after receiving notice of any faulty goods, to access for inspection. We may ask for You to provide Us with photographic evidence of the alleged defect.
- b) If after examination, the alleged defect is found by Us to be a manufacturing fault We shall either replace the goods or refund Your account with the amount paid for the item in full. We shall also refund Your account with the reasonable and proper cost of returning the goods to us upon receipt of appropriate receipts. We shall not be liable for a breach of any of the warranties if:
- c) You continue to use the item and aggravate its condition after giving notice of the fault.
- d) The defect arises because You have failed to follow either Our own or the manufacturer's instructions as to the storage, installation, commissioning, use or maintenance of the product or in the absence of written instructions observed accepted practices.
- e) You alter or attempt a repair of the product in any way. If We comply with the above conditions, we shall have no further liability for a breach of any of the warranties in respect of these goods. Any goods replaced and returned to Us will become our property.
- f) All timber products whether manufactured from natural or engineered boards are produced to comply with modern living standards and therefore have a very low moisture content in line with centrally heated rooms. It is therefore imperative that in a new house or home where building work has been undertaken, that adequate drying time has been allowed prior to delivery of any kitchen cabinets or accessories. We cannot take responsibility for any faults arising from such situations. It is the Customers' responsibility to ensure that these areas are completely dry and well ventilated.
- g) The use of natural products (such as wood), will vary in grain and/or pattern. We will endeavour to source a close resemblance of the grain and/or pattern to meet Your requirements, however You acknowledge that by ordering a natural product finish, You accept and understand that grains and/or patterns will be individual and unique, therefore will not be an exact match of design work and mood boards provided.

8. COLOURS & GLASS

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- a) Whilst every effort will be made to supply the Goods in the colour/shade chosen by the Customer, the exact colour/shade cannot be guaranteed. Neither can We guarantee that the colours/shades are identical to those shown in either Our own advertising material and brochures or those of third-party suppliers. In particular, where natural timbers are used, the Customer must expect variations in colour and grain. Similarly, where natural stone or composite (manmade) such as Quartz, work surfaces are used, the Customer must expect variations in colour, veining and detailing. The Customer shall not be entitled to terminate or cancel the Contract or make a claim against Us of reasonably foreseeable variations of colour, grain or detail of the Goods. By agreeing to these terms and conditions, You are confirming that You have approved the colour and finish of kitchen unit door and carcass as stated in the personal quotation.
- b) We will not be liable for any slight imperfection in any parts of the Goods made of glass.

9. ALTERNATIVE GOODS

- a) If at the time of delivery, We are unable to supply any of the Goods, We will offer the Customer an alternative with any appropriate adjustment in the quoted price. If the alternative is not acceptable to the Customer, We will at Our entire discretion allow a deduction in the cost of such Goods from the overall price we have quoted.

10. APPLIANCES

- a) We specify / source appliances for Clients from leading manufacturers and trusted dealers. Please note that these goods will be purchased directly from the supplier at cost (i.e. we do not charge any mark-up) on your behalf and your guarantee and point of contact will be with the supplier and/or manufacturer.
- b) In instances when We are not sourcing / specifying the kitchen appliances to be installed together with the Goods, the Customer must provide Kirkham Kitchens in writing all necessary technical details including without limitation appliance dimensions, necessary for the proper and safe installation of such appliances. We will not be responsible for the suitability, condition or performance of such appliances.
- c) Please be aware that should you decide an appliance is not suitable upon delivery, the supplier of the appliance may apply a restocking charge to return the item. This varies from supplier to supplier and should be checked prior to ordering the specific appliance(s).

11. DAMAGE

- a) Kirkham Kitchens will not be held liable for any damage caused to the Goods or the property itself caused by third parties/persons other than Kirkham Kitchens' employees or subcontractors.

12. PRODUCT RANGE REVISIONS

- a) We continually seek to improve Our product range and We reserve the right to alter, delete or add any item, colour, size, finish, component or service from Our range without prior notice. Every effort will be made to match the Goods with goods provided under previous order(s), however We are unable to give any guarantee that the colour, size, finish or component will match.

13. LIABILITY

- a) In no circumstances, whatsoever shall Our liability (in contract or otherwise) to the Buyer, arising under, out of or connected with this contract or the goods supplied, delivered or installed, exceed the contract price of goods concerned.
- b) We will not be liable to you for any loss of revenue, profits, anticipated savings, goodwill or business opportunity, for any injury to your reputation or for any losses.
- c) Where You buy as a consumer, these Terms of Sale will not affect your rights under English law which cannot be otherwise excluded. For more information contact your local Citizens Advice Bureau (www.citizensadvice.org.uk).
- d) The firm and its servants or agents shall not be liable to the Buyer or to any third party for loss, injury or damage of any kind whatsoever arising from or in connection with the performance of the contract or aiding from or in connection with the use of, or failure or defect in the Goods supplied, delivered or installed by Kirkham Kitchens.

14. FORCE MAJURE

- a) We reserve the right to defer the date of delivery or to cancel the contract or reduce the volume of the Goods ordered by You (without liability to You) if We are prevented from or delayed in the carrying on of Our business due to circumstances beyond Our reasonable control including, without limitation, acts of God, governmental actions, war or national emergency, acts of terrorism, protests, riot, civil commotion, fire, explosion, flood, epidemic, lock-outs, strikes or other labour disputes, or restraints or delays affecting carriers or inability or delay in obtaining supplies of adequate or suitable materials, provided that, if the event in question continues for a continuous period in excess of 30 days, You shall be entitled to give notice in writing to Us to terminate the Contract.

SIGNED BY CLIENT:

SIGNED BY KIRKHAM KITCHENS (T/A The Skinny Shaker Kitchen Company):

NAME OF CLIENT:

NAME:

DATE:

DATE: