

1. THESE TERMS

1.1 What these terms cover. These are the terms and conditions on which we supply products to you, whether these are goods and/or services (references in these terms and conditions to "products" shall be deemed to include goods and/or services you have ordered from us). These terms and conditions supersede and shall take precedence over any other terms and conditions issued in relation to the products whatsoever, irrespective of their time and/or date of issue or by whom they are issued. These terms and conditions apply irrespective of any terms and conditions you may (at any time) seek to impose or otherwise apply to the provision of products by us to you. No terms or conditions contained in your documentation, purchase orders, order confirmations, other documents or otherwise, shall apply, and these terms and conditions apply to the exclusion of any terms that you seek or may seek to impose or incorporate. Any order placed will be deemed acceptance of these terms and conditions. Terms or conditions endorsed upon, delivered with or contained in any quotation, acknowledgment or acceptance of order, specification or similar document from us, are deemed to be part of the contract for the provision of products by us to you. Terms or conditions endorsed upon, delivered with or contained in any documentation, acknowledgment or acceptance of order from you or on your behalf are not part of any contract for the provision of products by us to you and you are deemed to have waived any right which you otherwise might have to rely on them or any other terms and conditions or otherwise you seek to impose. Reference in these terms and conditions to "you", "your", "customer" or any other analogous terms, shall be deemed to refer to you, the customer, placing orders for goods and/or services with us and reference to "install" or "installation" shall be deemed to include "deliver" or "delivery" and vice-versa.

1.2 For the avoidance of any doubt, these terms and conditions form the basis of the contract between us to the exclusion of any other terms and conditions whatsoever that are sought to be imposed by you or any other party. These terms and conditions therefore, supersede and take precedence over any other terms and conditions whatsoever that are sought to be imposed by you or any other party

1.3 Any alternative or conflicting terms and conditions sought to be imposed on the contractual arrangements between the parties are not binding unless approved directly and express in writing by us.

1.4 Why you should read them. Please read these terms carefully before you submit your order to us. These terms tell you who we are, how we will provide products and/or services 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 or require any changes, please contact us to discuss.

1.5 These terms and conditions shall prevail over and take precedence over any terms and conditions, other contractual terms or any other terms whatsoever that are sought to be imposed on our supply of goods and/or services to you, including but not limited to any terms or documents referred to in any documentation submitted by you or in correspondence or elsewhere or implied by trade custom, practice or course of dealing.

1.6 Are you a business customer or a consumer? In some areas you will have different rights under these terms depending on whether you are a business or consumer. You are a consumer if:

- You are an individual.
- You are buying products from us wholly or mainly for your personal use (not for use in connection with your trade, business, craft or profession).

1.7 If you are a business customer this is our entire agreement with you. If you are a business customer these terms constitute the entire agreement between us in relation to your purchase. You acknowledge that you have not relied on any statement, promise, representation, assurance or warranty made or given by us or on our behalf which is not set out in these terms and that you have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this agreement.

1.8 We don't give business customers all the same rights as consumers. For example, business customers can't cancel their orders, they have different rights where there is a problem with a product and we don't compensate them in the same way for losses caused by us or our products. Where a term applies just to businesses or just to consumers, this is clearly stated. You are a business customer if you are buying products wholly or mainly for use in connection with your trade, business, craft or profession, even if you are an individual.

1.9 When you buy from us you are agreeing that:

- (a) We only accept orders when we've checked them.
- (b) Sometimes we reject orders.
- (c) We charge you as per the terms and conditions set out herein.
- (d) We pass on increases in VAT.
- (e) We're not responsible for delays outside our control.
- (f) Products can vary slightly from their pictures.
- (g) We charge you for any information we need or do preparatory work as agreed with us.

- (h) If you are a consumer and you bought online, by mail order, over the telephone or via email you have a legal right to change your mind.
- (i) You can end an on-going contract.
- (j) You have rights if there is something wrong with your product.
- (k) We can change products and these terms.
- (l) We can suspend supply (and you have rights if we do).
- (m) We can withdraw products.
- (n) We can end our contract with you.
- (o) We don't compensate you for all losses caused by us or our products.
- (p) We use your personal data as set out in our Privacy Notice.
- (q) You have several options for resolving disputes with us.
- (r) Other important terms apply to our contract.

2. INFORMATION ABOUT US AND HOW TO CONTACT US

2.1 Who we are. We are Lemongrass Kitchens Limited a company registered in England and Wales. Our company registration number is 04518467 and our registered office is at Unit 12, Radford Crescent, Billericay, Essex, CM12 0DU. Our registered VAT number is 938255008.

2.2 How to contact us. You can contact us by telephoning our customer service team at 01277 634 343 or by writing to us at sales@lemongrasskitchens.co.uk or the address of 12 Radford Crescent, Billericay, Essex, CM12 0DU.

2.3 How we may contact you. If we have to contact you we will do so by telephone or by writing to you at the email address or postal address you provided to us in your order.

2.4 "Writing" includes emails. When we use the words "writing" or "written" in these terms, this includes emails.

2.5 Where to find information about us and our products. You can find everything you need to know about us, Lemongrass Kitchens Limited, and our products on our website or from our sales staff before you order. We also confirm the key information to you in our quote presentation as part of our acceptance of any order you place with us.

OUR CONTRACT WITH YOU

How we will accept your order. Our acceptance of your order will depend on what medium you have used to place an order. Our acceptance of your order will take place when you accept it. Acceptance of telephone orders being confirmed by telephone, or when we and we will send an order confirmation in accordance with our quote presentation at which point a contract will come into existence between you and us.

2.6 If we cannot accept your order. If we are unable to accept your order, we will inform you of this and will not charge you for the product. This might be because the materials needed are out of stock or because of a change in demand for resources which we could not reasonably plan for, because a credit reference we have obtained for you does not meet our minimum requirements, because we have identified an error in the price or description of the product or because we are unable to meet a delivery deadline you have specified.

2.7 We sell to the UK and outside of the UK. We do accept orders from addresses outside the UK, to which we will ship goods. We do not intend to supply outside the UK at our sole discretion once we have so assessed. We accept payment of our products in UK Sterling (GBP) only. You warrant to us, on placing any order with us, with such warranty being a condition of the supply of the product(s) in question by us to you, that payment of the products are made by way of an irrevocable Letter of Credit in London. See clause 14.3 for more information on payments.

OUR PRODUCTS

Products may vary slightly from their pictures. The images of the products on our website, in our quotes or in any of our literature, or the drawings/illustrations or other documents produced by us, or as otherwise confirmed by us verbally or in writing whatsoever are for illustrative purposes only. Although we have made every effort to display the colours accurately, we cannot guarantee that a device display of the colours accurately reflects the colour of the products or that the products are wholly accurate. Your product may vary slightly from those images. With the exception of Bespoke Products (as defined herein), your product may vary slightly from those images/documents/descriptions. All drawings, dimensions and weights of products provided by or otherwise displayed, utilised or communication by us are approximate only and we do not warrant or represent them to be correct.

2.8 Making sure your measurements, specification and requirements are accurate. If we are making the product to measurements, specifications or requirements you have given us you are responsible for ensuring that these measurements, specifications and/or requirements are correct. In respect of all other goods (including materials provided by you to in order to make the product), they shall be deemed to be for goods appropriate for the use(s) and of the quality and fit for the purpose(s) as are indicated for goods of their description as set out in our specifications which are available at our offices and shall be deemed as goods supplied without reference to any sample. Any recommendations or suggestions relating to the goods made by or on behalf of us either in technical literature or in response to a specific enquiry or otherwise, are given in good faith but are not legally-binding warranties or representations in this regard. It is your sole responsibility to satisfy yourself of the suitability of goods for your particular purpose and we shall have no responsibility whatsoever to you for any damage liability, costs, claims or expenses suffered by you or any third party following such recommendations. Should you choose to use a third party installation service, we recommend that you check the design proposal with your nominated installer.

2.9 The quality, quantity and specification of the products shall be those set out in your order that we have accepted pursuant to these terms and conditions, subject to the following:

- (a) The exact resemblance of the product supplied to any samples supplied cannot be guaranteed;
- (b) Descriptions of material offered are for guidance only and do not imply suitability; and
- (c) All dimensions or details quoted are approximate and no liability is accepted for reasonable variations as determined by us in our sole discretion.

YOUR RIGHTS TO MAKE CHANGES

2.10 If you are a consumer you have a legal right to change your mind. If you wish to make a change to the product you have ordered please contact us. We will let you know if the change is possible. If it is possible we will let you know about any changes to the price of the product, the timing of supply or anything else which would be necessary as a result of your requested change and ask you to confirm whether you wish to go ahead with the change. We reserve the right to reject any order requested, including but not limited to for bespoke custom-made to measure products including but not limited to Bespoke Products, and also reserve the right to charge a suitable fee, including but not limited to any applicable restocking or other charges where we have received the products from our suppliers or they are in transit.

OUR RIGHT TO MAKE CHANGES

2.11 Minor changes to the products. We may change the product: to reflect changes in relevant laws and regulatory requirements; and to implement minor technical adjustments and improvements. These changes will not affect your use of the product.

6.2 A shortage or surplus charged pro rata not exceeding 10 percent will be considered due execution of the contract, unless otherwise agreed in writing.

6.3 More significant changes to the products and these terms. In addition, we may make more material changes which fundamentally change or alter the functionality or suitability of the products, but if we do so we will notify you and you may then contact us to end the contract before the changes take effect and receive a refund for any products paid for but not received.

6.4 Once you have placed an order for special, manufactured, made to measure/specification/requirements or bespoke products ("Bespoke Products") you may not end the contract for Bespoke Products without our prior written consent. Any termination by you of an order for Bespoke Products to which we agree will be subject to due compensation for any costs already incurred by us whether paid or not at that time ("Bespoke Products Costs"). Bespoke Products Costs will either be deducted from any pre payments made by you and the balance returned to you or will otherwise be and remain your responsibility to pay to us. Bespoke Products Costs include any costs incurred by us and either already paid or contracted to be paid to any third party suppliers and/or manufacturers.

PROVIDING THE PRODUCTS

Delivery and installation costs. The costs of delivery only or delivery and installation will be confirmed to you in our quotation, order acknowledgment, delivery note and/or invoice (where applicable).

International Delivery. We do deliver to international destinations, of which the viability of delivering to your chosen international delivery destination is assessed on a quotation by quotation basis. Your order may be subject to import duties and taxes which are applied to when the delivery reaches your chosen destination. Please note that we have no control over these charges and we cannot predict their amount. You will be responsible for payment of any such import duties and taxes. Please contact your local customs office for further information before placing your order.

When we will provide the products. During the order process we will let you know when we will provide the products to you which shall be an estimate only and time for delivery or installation shall not be of the essence. Where a period is agreed between you and us for a delivery and is not extended by mutual agreement in writing then we reserve the right to require you to take delivery within the original period.

6.5 If the products are not delivered (no installation required). If the products are goods only and no installation required we will contact you with an estimated delivery date. Time is never of the essence for the provision of goods and although we will use all reasonable endeavours to deliver goods at the rate and time quoted for delivery, we shall not be liable for any loss or damage arising from our failure to do so whatsoever.

6.6 If the products are goods where installation is required or are services (a) we will contact you with an estimated delivery date. Time is never of the essence for the provision of goods and although we will use all reasonable endeavours to deliver goods and provide the services at the rate and time quoted for delivery and installation, we shall not be liable for any loss or damage arising from our failure to do so whatsoever. If you require, as part of the installation of products, the removal of your own items, there will be an additional charge of £300 for the removal and collection of these items.

6.7 We are not responsible for delays outside our control. If our supply of the products is delayed by an event outside our control (including but not limited to any: stoppage, delay or interruption of work in the establishment of either us or the manufacturer or you during the delivery period as a result of strikes, lock-outs, trade disputes, breakdown, accident or any case whatsoever beyond our reasonable control, that of the manufacturer or your reasonable control as applicable and respectively) then we will contact you as soon as possible to let you know when we expect to take the effect of the delay. Provided that we do this we will not be liable for delays caused by the event and an equivalent amount of any such delay shall be added to the time we are permitted to make delivery by, but, if you are an individual consumer and if there is a risk of substantial delay beyond 90 days you may contact us to end the contract and receive a refund for any products you have paid for but not received.

6.8 We reserve the right to deliver goods to you in the form of several deliveries or partial deliveries. If we opt to do so (as determined by us in our sole discretion) we shall have no liability to you for the splitting of your goods to several or partial deliveries.

6.9 If you are not available at the delivery address when the product is delivered or be installed. We reserve within the main entrance of the location specified, whether that be a building or otherwise. If no one the right to complete delivery at that location that is suitable for our vehicles to access is available at your address to take delivery or otherwise provide access for installation and the products cannot be left at the delivery address, delivery will be deemed as failed and we will rearrange delivery/installation subject to receiving your instructions.

6.10 If you do not re-arrange delivery/installation. After a failed delivery we will contact you for instructions to re-arrange the delivery/installation and may charge you for any costs incurred by us in the event of a failed delivery. If you have failed to be delivered and other delivery costs. If, despite our reasonable efforts, we are unable to contact you or re-arrange delivery/installation within 14 days from the date of the failed delivery, we may end the contract and clause 11.2 will apply.

6.11 If you do not allow us access to provide services. If you do not allow us access to the premises or to the goods or services as requested (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 11.2 will apply.

For Business Customers: You must ensure that you have appropriate premises or site at the delivery destination to accept off load deliveries of all products. It is, your responsibility to ensure that adequate and competent assistance is available to off-load the products being delivered. We reserve the right to render additional charges for any delivery of products that you do not take delivery of and/or for any re-delivery or reorganised delivery of products where you or a representative of yours refuses or fails to take delivery of the

products or any of them or where you are unable to receive the products or where there is any delay in off-loading the products

7.10 On installation/delivery of your product(s) we require you or your representative to be present; once installation/delivery is complete, our installer will require you or your representative to sign a confirmation of installation/delivery document to confirm that the contracted products and services have been received.

7.11 In the event that the installation/delivery form returns to our offices unsigned, and should we not receive any document in writing confirming any issues related to the product within 48 hours of the installation/delivery date, we reserve the rights to revert to the terms herein and conclude the contract as you are satisfied no further action needed and would require payment as per the terms herein.

7.12 In the event that we need to revisit or repair your product, we require you or your representative to be present, once the specified works have been completed; our installer will require you or your representative to sign a confirmation of the repair/revisit/delivery document to confirm that the contracted product/services have been received.

7.13 Any additional visits that are required for any reason which is of no fault of ours, will be chargeable based on our current additional visit rate as determined by us from time to time in our sole discretion.

7.14 When you become responsible for the goods. A product which is goods (including Bespoke Products) will be your responsibility and risk from the time we (or a carrier appointed by us) deliver the product to the address you gave us (or you or a carrier take delivery of the goods. In circumstances where a product which is goods or Bespoke Products is delivered by a carrier appointed by us, responsibility of the product will be your responsibility from the time we deliver the product to your nominated carrier. You shall insure the products for the full purchase price against loss or damage arising from any cause whatsoever. If requested by us, you shall execute an assignment in favour of us of all rights of yours to claim against the insurers in respect of the products covered by such insurance and shall join us in notifying such insurers of our claim in writing affected hereunder. Such insurance (with insurers to be approved by us) shall be effected by you to cover the period from the time when the risk in the goods passes to you as provided herein, to the time when the property in the products passes to you and the our interest as a vendor of the products shall be notified by you to the insurers in question

7.15 When you own goods. You own a product which is goods (including Bespoke Products) once we have received payment in full and cleared funds and title in those goods shall not pass to you until payment in full, cleared funds, has been received by us.

7.16 Until property in the goods has passed to you in accordance with clause 7.15 and without prejudice to any other rights you may have:

- (a) you shall retain the goods in a fiduciary capacity as bailee for us and shall not without our prior written consent sell the goods or any part of them;
- (b) you shall act between yourself and your purchaser sell as principal and not as agent but as between us and you – you shall be deemed to act as our agent in this regard and title to the products shall pass from us to you immediately before the time at which resale by you occurs;
- (c) you shall hold the proceeds of such sale on trust for us;
- (d) we shall be entitled to trace the proceeds of such sale in accordance with the principles in "re: Hallett's Estate";
- (e) you shall (if required by us) transfer the proceeds of such sale into a joint bank account nominated by us in the names of us and you;
- (f) we shall be entitled to immediate re-delivery/return of the goods and to re-sell the goods at any time after the due date for payment or before such a date in the case of the occurrence of any of the events referred to in clause 11 hereof. For the purpose of such recover and/or re-sale of the goods we shall be entitled to you hereby grant to us, our offices, representatives, employees, directors, persons or other agents a licence (in Scotland, a power of attorney) to enter upon premises or property during normal business hours and to remove the goods (including dismantling and/or separation from other goods to which the goods are attached and/or severance from the realty or, in Scotland, separation from the heritable property when necessary).

7.17 The exercise by us of these rights against you under this clause 7 shall be without prejudice to any rights of ours to claim against you for additional losses suffered by us as a result of your breach of contract and this clause shall not prejudice or affect our rights to claim from you the price of the goods.

7.18 If we fail to deliver the products, our liability is limited to the cost of obtaining replacement goods of a similar description and quality in the cheapest market available, less the price of the products. However, we will not be liable to the extent that any failure to deliver was caused by an event outside of our control, or because of any failure to provide adequate delivery instructions or any other instructions that are relevant to the supply of products.

7.19 What will happen if you do not give required information to us. We may need certain information from you so that we can supply the products to you. We will contact you to ask for this information. If you do not give us this information within a reasonable time of us asking for it, or if you give us incomplete or incorrect information, we may end the contract and we will adjust the price and/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 supplying the products late or not supplying 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.

7.20 Reasons we may suspend the supply of products to you. We may have to suspend the supply of a product to you if we are notified of technical problems or technical changes; update the product to reflect changes in relevant laws and regulatory requirements; or make changes to the product as requested by you or notified by us to you (see clause 6).

7.21 Your rights if we suspend the supply of products. We will contact you in advance to tell you we will be suspending supply of the product, unless the products is urgent or an emergency. If we have to suspend the product for longer than 12 months we will suspend the product and we will adjust the price so that you do not pay for products while they are suspended. You may contact us to end the contract for a product if we suspend it, or tell you we are going to suspend it, in each case for a period of more than 12 weeks in any 6 month period and we will refund any sums you have paid in advance for the product in respect of the

period after you end the contract.

**7.22 We may also suspend supply of the products if you do not pay.** If you do not pay us for the products when you are supposed to (see clause 15.3) and you still do not make payment within 7 days of us reminding you that payment is due, we may suspend supply of the products until you have paid us the outstanding amount. We will contact you to tell you we are suspending supply of the products. We will not suspend the products where you dispute the unpaid invoice (see clause 15.7). We will not charge you for the products during the period for which they are suspended. As well as suspending the products we can also charge you interest on your overdue payments (see clause 15.6).

**8. YOUR RIGHTS TO END THE CONTRACT**

**8.1 You can always end your contract with us.** Your rights when you end the contract will depend on what you have bought, whether there is anything wrong with it, how we are performing, when you decide to end the contract and whether you are a consumer or business customer.

(a) **If what you have bought is faulty or misdescribed you may have a legal right to end the contract** (or to get the product repaired or replaced or a service re-performed or to get some or all of your money back), see clause 13 if you are a consumer and clause 14 if you are a business.

(b) **If you want to end the contract because of something we have done or have told you we are going to do, see clause 8.2;**

(c) **If you are a consumer and have just changed your mind about the product, see clause 8.3.** You may be able to get a refund if you are within the cooling-off period, but this may be subject to deductions and you will have to pay the costs of return of any goods;

(d) **In all other cases (if we are not at fault and you are not a consumer exercising your right to change your mind), see clause 8.7 and clause 8.8.**

**8.2 Ending the contract because of something we have done or are going to do.** If you are ending a contract for a reason set out at (a) to (e) below the contract will end immediately and we will refund you in full for any products which have not been provided and you may also be entitled to compensation. The reasons are:

(a) we have told you about an upcoming change to the product or these terms which you do not agree to (see clause 6.2);

(b) we have told you about an error in the price or description of the product you have ordered and you do not wish to proceed;

(c) there is a risk that supply of the products may be significantly delayed because of events outside our control;

(d) we have suspended supply of the products for technical reasons, or notify you we are going to suspend supply for technical reasons, in each case for a period of more than 12 weeks in any 6 month period or;

(e) you have a legal right to end the contract because of something we have done wrong.

**8.3 Exercising your right to change your mind if you are a consumer (Consumer Contracts Regulations 2013).** If you are a consumer then for most products bought online you have a legal right to change your mind within 14 days and receive a refund. These rights, under the Consumer Contracts Regulations 2013, are explained in more detail in these terms.

**8.4 Warranties.** Any certificate which is supplied with goods is given in addition and not in substitution for your statutory contractual and other rights

**8.5 When consumers do not have a right to change their minds.** Your right as a consumer to change your mind does not apply if:

(a) in relation to any Bespoke Products, services or products generally whatsoever; services, once these have been completed or commenced, even if the cancellation period is still running;

(b) products sealed, once these have been unsealed after you receive them; and

(c) any products which become mixed inseparably with other items after their delivery.

**8.6 How long do consumers have to change their minds?** If you are a consumer how long you have to change your mind depends on what you have ordered and how it is delivered.

(a) **Have you bought services?** If so, you have 14 days after the day we email you to confirm we accept your order. However, once we have completed the services you cannot change your mind, even if the period is still running. If you cancel after we have started the services, you must pay for the services provided up until the time you tell us that you have changed your mind.

(b) **Have you bought goods?** If so you have 14 days after the day you (or someone you nominate) receives the goods, **unless** your goods are split into several deliveries over different days. In this case you have until 14 days after the day you (or someone you nominate) receives the last delivery.

**8.7 Ending the contract where we are not at fault and there is no right to change your mind.** Even if we are not at fault and you are not a consumer who has a right to change their mind (see clause 8.1), you can still end the contract before it is completed, but you may have to pay us compensation. A contract for goods is completed when the product is delivered, downloaded or streamed and paid for. A contract for services is completed when we have finished providing the services and you have paid for them. If you want to end a contract before it is completed where we are not at fault and you are not a consumer who has changed their mind, just contact us to let us know. The contract will end immediately and we will refund any sums paid by you for products not provided but we may deduct from that refund (or, if you have not made an advance payment, charge you) reasonable compensation for the net costs we will incur as a result of your ending the contract.

**8.8 No obligation to collect products after ending the contract.** If you end the contract for any reason after the products have been dispatched to you and you have received them, we are under no obligation to collect the products from you and may collect products as determined at our sole discretion. In the case of products that have been installed, you must either pay us in full for these items or make good at your own cost, all elements required to ensure these products are de-installed from the location/premises in question. For defective products see clause 14.2 (c).

**8.9 What we charge for collection.** If we agree to collect the product from you, we will charge you £300 as the direct cost to us of collection. There will be no charge for the collection of defective products.

**9. HOW TO END THE CONTRACT WITH US IF YOU ARE A BUSINESS**

**9.1 Tell us you want to end the contract.** To end the contract with us, please let us know by doing one of the following: [customercare@lgkitchens.co.uk](mailto:customercare@lgkitchens.co.uk); or 01277 634 343.

**9.2 If you are a business customer, you will not be entitled to a refund in any event.** Please see clause 14 in respect of defective products

**10. HOW TO END THE CONTRACT WITH US IF YOU ARE A CONSUMER (INCLUDING IF YOU ARE A CONSUMER WHO HAS CHANGED THEIR MIND)**

**Tell us you want to end the contract.** To end the contract with us, please let us know by doing one of the following: [customercare@lgkitchens.co.uk](mailto:customercare@lgkitchens.co.uk); or 01277 634 343.

**10.1 When we will refund you or replace the products (if you are a consumer):** if the products are faulty or misdescribed;

(a) if you are ending the contract because we have told you of an upcoming change to the product or these terms, an error in pricing or description, a delay in delivery due to events outside our control or because you have a legal right to do so as a result of something we have done wrong;

(b) **How we will refund you if you are a consumer.** If you are entitled to a refund under these terms we will refund you the price you paid for the products including delivery costs, by the method you used for payment. However, we may make deductions from the price, as described below.

**10.2 When we may make deduction from refunds if you are a consumer exercising your right to change your mind.** If you are exercising your right to change your mind:

(a) We may reduce your refund of the price (excluding delivery costs) to reflect any reduction in the value of the goods, if this has been caused by your handing them in a way which would not otherwise be permitted. If we refund you the price paid before we are able to inspect the goods and later discover you have handled them in an unacceptable way, you must pay us an appropriate amount.

(b) The maximum refund for delivery costs will be the costs of delivery by the least expensive delivery method we offer.

(c) Where the product is a service, we may deduct from any refund an amount for the supply of the service for the period for which it was supplied, ending with the time when you told us you had changed your mind. The amount will be in proportion to what has been supplied, in comparison with the full coverage of the contract.

**10.4 When your refund will be made if you are a consumer.** We will make any refunds due to you as soon as possible. If you are a consumer exercising your right to change your mind then:

(a) If the products are goods and we have not offered to collect them, your refund will be made within 14 days from the day on which we receive the product back from you or, if earlier, the day on which you provide us with evidence that you have sent the product back to us. For information about how to return a product please see clause 14.2(a).

(b) In all other cases, your refund will be made within 14 days of your telling us you have changed your mind.

**11. OUR RIGHTS TO END THE CONTRACT**

**11.1 We may end the contract if you break it.** We may end the contract for a product at any time by writing to you 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 for us to provide the products;

(c) you do not, within a reasonable time, allow us to deliver the products to you;

(d) you do not, within a reasonable time, allow us access to your premises to supply the services;

(e) you cease to carry on your business or a substantial part of this;

(f) you do not, within a reasonable time, allow us access to your premises to supply the services; or

(g) you commit a material breach of any term of any contract formed pursuant to these terms and conditions and (if such a breach is remediable) fail to remedy that breach within seven days of you being notified in writing to do so; you suspend, threaten to suspend, cease or threaten to cease to carry on all or a substantial part of your business;

(h) your financial position deteriorates to such an extent that in our opinion your capability to adequately fulfil your obligations under any contract formed pursuant to these terms and conditions has been placed in jeopardy; any distress, execution, inhibition, diligence, arrestment or other process is levied or enforced upon or against any of your property or assets; or

(i) you make or offer to make any voluntary arrangement with your creditors or becomes subject to an administration order or (being an individual or firm) becomes bankrupt, or a petition or application is presented to a court of competent jurisdiction for the sequestration or (being a company) go into liquidation or a petition or application is presented to a court of competent jurisdictions for your winding up or an administrative receiver, receiver or administrator is appointed of the whole or any part of your undertaking or assets. Should any of the above arise, then and in any such case we shall have the right forthwith to terminate any contract then subsisting, upon written notice of such termination being posted to your registered office or (being an individual) last known address in the United Kingdom, the contract shall be deemed to have been determined without prejudice to any claim or right we may otherwise make or exercise.

**11.2 You must compensate us if you break the contract.** If we end the contract in the situations set out in clause 11.1 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 breaking the contract.

**IF THERE IS A PROBLEM WITH THE PRODUCT**

**12.1 How to tell us about problems.** If you have any questions or complaints about the product, please contact us by email at: [sales@lgkitchens.co.uk](mailto:sales@lgkitchens.co.uk) or [customercare@lgkitchens.co.uk](mailto:customercare@lgkitchens.co.uk)

**12.2 Where delivery is made by us to your nominated carrier for delivery, you must notify us and the carrier in writing of any damage to products, non-delivery or partial non-delivery (in full or of a relevant instalment) as soon as reasonably practicable.**

**13. YOUR RIGHTS IN RESPECT OF DEFECTIVE PRODUCTS IF YOU ARE A CONSUMER**

**13.1 If you are a consumer we are under a legal duty to supply products that are in conformity with this contract.** See the box below for a summary of your key legal rights in relation to the products. Nothing in these terms will affect your legal rights.

**13.2 Your right to reject the products.** If you wish to exercise your legal rights to reject products you must first allow us to inspect the products to assess your reasons for rejection.

**14. YOUR RIGHTS IN RESPECT OF DEFECTIVE PRODUCTS IF YOU ARE A BUSINESS**

If you are a business customer we warrant that on delivery any products which are goods shall:

(a) conform in all material respects with their description; and

(b) be free from material defects in design, material and workmanship.

**14.2 Subject to clause 14.3, if:**

(a) you give us (and any carrier involved) notice in writing within 7 days of delivery (the time period for a claim for loss of goods is instead 14 days from the date of delivery), with a complete claim within seven days thereafter, that a product does not comply with the warranty set out in clause 14.1 or there is a shortage of the products ordered; and

(b) we are given a reasonable opportunity of examining such product; and

(c) we will collect such product at our cost, by way of disposing such product in a site skip or such other method as determined by us in our sole discretion;

(d) we shall, at our option, repair or replace the defective product, provide you with any missing product and/or refund the price of the defective product in full as determined by us in our sole discretion.

**14.3 We will not be liable for a product's failure to comply with the warranty in clause 14.1 if:**

(a) you do not notify us and/or any applicable carrier in accordance with clause 14.2

(b) you accept the products from the carrier without checking them and/or where the delivery document is signed as 'not examined' in which case, the products are at your risk and liability as of their delivery;

(c) you make any further use of such product after giving a notice in accordance with clause 14.2(a);

(d) the defect arises because you failed to follow our oral or written instructions as to the storage, installation, commissioning, use or maintenance of the product or (if there are no good trade practice reasons for this) the defect arises as a result of the defect arises as a result of us following any drawing, design, materials or specification supplied by you;

(e) the contract is for delivery in instalments, in which case, defects in quality shall in any delivery or part-delivery shall not be a ground for cancellation of the remainder of the products under any contract;

(f) you alter or repair the product without our written consent; or

(g) the defect arises as a result of fair wear and tear, wilful damage, negligence, or abnormal working conditions.

**14.4 Except as provided in this clause 14, we shall have no liability to you in respect of a product's failure to comply with the warranty set out in clause 14.1. Notwithstanding any of the above, you shall not be permitted to refuse to take delivery of the products or any part of them.**

**14.5 These terms shall apply to any repaired or replacement products supplied by us under clause 14.2.**

**15. PRICE AND PAYMENT**

**15.1 Where it will find the price for the product.** The price of the product (which includes VAT) will be the price indicated on the order. We take all reasonable steps to ensure that the price advertised to you is correct. All prices are subject to alteration by us without notice and the contract price will be that ruling at the date of delivery.

**15.2 We will pass on changes in the rate of VAT.** If the rate of VAT changes between your order date and the date we supply the product, we will adjust the rate of VAT that you pay, unless you have already paid for the product in full before the change in the rate of VAT takes effect.

**15.3 All quotes for products are raised in good faith and subject to stock.** Any quotation submitted by us does not constitute an offer capable of acceptance and no contract shall come in to being until we shall have issued our formal acknowledgement of your order or dispatched the products, whichever is sooner. We reserve the right to revise quoted prices and charges in the event of any change in our costs and/or prevailing conditions between the date of quotation and the date of despatch, and in the event of any relevant devaluation or revaluation of any currency.

**15.4 When you must pay and how you must pay.** For UK orders, we accept payment with all major debit, and credits cards, bank transfers, cash and cheque. Should you wish to pay by bank transfer please contact our customer service team. For international orders, payment may be accepted by way of an irrevocable letter of credit in London but if you would like to pay via a different method, please contact our customer service team. We raise invoices on the 20<sup>th</sup> day of the relevant calendar month following delivery for approved accounts. When you must pay is set out as follows:

(a) For **both** goods and installation services, you must pay within 30 days from the date of the invoice.

(b) For **staged payment plans** in relation to both goods and/or installation services, an invoice will be raised for each stage and must be paid within 30 days from the date of the invoice. We are not obliged to dispatch further products or start or continue providing the services for the next relevant stage until all previous invoices raised are paid in full.

(c) For **consumers**, we may require you to pay a 50% deposit equal to the total price upon placing your order with us, as determined by us at our sole discretion.

(d) For **business customers**, no deposit is required on placing your order with us.

**15.5 Our right of set-off if you are a business customer.** If you are a business customer you must pay all amounts due to us under these terms in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).

**15.6 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 5% 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 actual payment of the overdue amount, whether before or after judgment. You must pay us interest together with any overdue amount.

**15.7 What to do if you think an invoice is wrong.** If you think an invoice is wrong please contact us promptly to let us know, you should advise us within 7 days of your receipt of our invoice. 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.

**15.8 If before delivery is affected there arises reasonable grounds for us to believe that you will not be able to fulfil your payment obligations, we shall have the right to demand from you security for payment.** From the date of demand for security until the date of satisfactory provision of the same, we shall be under no obligation to do any act or thing to implement any part of the contract. If security acceptable to us is not offered within such reasonable period as may be specified by us, we may terminate the contract without further liability on its part but you shall still be liable to us in respect of any losses (including loss of profit) incurred by us as a consequence of such a determination.

**15.9 We shall have a general lien on all goods and property of yours in the possession of us in respect of all the sums due from you to us, but unpaid.** We shall be entitled, on giving 14 days' notice in writing to you, to dispose of such goods or property and to apply the proceeds thereof towards reduction of such sums due from you to us.

**16. OUR RESPONSIBILITY FOR LOSS OR DAMAGE SUFFERED BY YOU IF YOU ARE A CONSUMER**

**16.1 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 breaking this contract or our failing to comply with these terms, and we shall be 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.

**16.2 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 as summarised at clause 13.1; and for defective products under the Consumer Protection Act 1987.

**16.3 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.

**16.4 We are not liable for business losses.** If you are a consumer, we only supply the products to you for domestic and private use. If you use the products for any commercial, business or re-sale purpose our liability to you will be limited as set out in clause 17.

**16.5 We shall not be liable for any loss or damage whatever which may be occasioned by reason of the goods supplied or services provided including any installation services not conforming to the Building Regulations or any other statutory regulations, nor for the liability under the Health and Safety at Work Act 1974 to a use of the goods by you which has previously been notified by you to us prior to the date of delivery.**

**17. OUR RESPONSIBILITY FOR LOSS OR DAMAGE SUFFERED BY YOU IF YOU ARE A BUSINESS**

**17.1 Nothing in these terms shall limit or exclude our liability for: death or personal injury caused by our negligence, or the negligence of our employees, agents or subcontractors (as applicable); fraud or fraudulent misrepresentation; breach of the terms implied by section 12 of the Sale of Goods Act 1979 or section 2 of the Supply of Goods and Services Act 1982; or defective products under the Consumer Protection Act 1987.**

**17.2 Except to the extent expressly stated in clause 14.1 all terms implied by sections 13 to 15 of the Sale of Goods Act 1979 and sections 3 to 5 of the Supply of Goods and Services Act 1982 are excluded.**

**17.3 Subject to clause 17.1:**

(a) we shall not be liable to you, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of profit, or any incidental, indirect or consequential loss or damages arising under or in connection with any contract between us; and

(b) our total liability to you for all other losses arising under or in connection with any contract between us, whether in contract, tort (including negligence), breach of the terms implied by section 12 of the Sale of Goods Act 1979 or section 2 of the Supply of Goods and Services Act 1982, shall be limited to the cost of repair or the replacement of any goods found to be defective under the warranties set out within these terms and conditions (as determined by us in our sole discretion).

**17.4 We shall not be liable to you and you shall indemnify us from and against, and hold us harmless in respect of: any and all actions, costs, claims and demands of whatever nature made against us for any loss and damage including consequential loss or damage caused, from any of the following:**

(a) any defect arising out of the use of or in the quality of any goods supplied, or in such goods not being fit for purpose, unless such use quality or fitness for purpose was indicated in our specifications for goods of their description;

(b) any failure of the goods supplied to conform with any recommendation of ours made in good faith but not contained in our specifications;

(c) any false trade descriptions, or of claims for infringement of patents, trademarks, registered designs or copyright arising out of work done to your instructions;

(d) any defect or deficiency in the goods where the failure of you, your personnel, representatives, employees or otherwise to comply with the conditions for

- (f) acceptance and delivery contained in these terms and conditions has prevented a proper verification and proof of such defect or deficiency; or using any goods otherwise than within the stated capacity of the same as stated in our specification or by the lack of proper maintenance of the goods after delivery or the failure to provide safety equipment in accordance with these terms and conditions.
18. **HOW WE MAY USE YOUR PERSONAL INFORMATION**
- 18.1 **How we will use your personal information.** We will only use your personal information as set out in our Privacy Notice.
19. **OTHER IMPORTANT TERMS**
- 19.1 We may transfer our rights and obligations under these terms to another organisation and are not obliged to inform you of this.
- 19.2 You may only transfer your rights or your obligations under these terms to another person if we agree to this in writing. We may not agree for any reasons as we determined in our sole discretion.
- 19.3 This contract is between you and us. No other person shall have any rights to enforce any of its terms.
- 19.4 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.
- 19.5 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.
- 19.6 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 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.
- 19.7 If you are a business, any dispute or claim arising out of or in connection with a contract between us or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales and the courts of England and Wales shall have exclusive jurisdiction to settle any such dispute or claim.
- 19.8 These terms and conditions constitute the entire agreement between us, and shall override any statement, representation, assurance or warranty (whether made innocently or negligently) made by us to you that is contrary to these terms and conditions.
- 19.9 Neither party shall be in breach of this agreement or otherwise liable for any failure or delay in the performance of its obligations if such delay or failure results from events, circumstances or causes beyond its reasonable control. The time for performance of such obligations shall be extended accordingly. If the period of delay or non-performance continues for three months or longer, the party not affected may terminate this agreement by giving seven days' written notice to the affected party.