

### TERMS AND CONDITIONS FOR THE SUPPLY OF SERVICES

Please read the following important terms and conditions before *you* buy anything from *us* and check that they contain everything which you want and nothing that *you* are not willing to agree to.

#### Summary of some of your key rights:

The Consumer Rights Act 2015 says:

- you can ask us to repeat or fix a service if it's not carried out with reasonable care and skill, or get some money back if we can't fix it;
- if you haven't agreed a price upfront, what you're asked to pay must be reasonable;
- if you haven't agreed a time upfront, it must be carried out within a reasonable time.

This is a summary of your key rights. For detailed information please visit the Citizens Advice website [www.adviceguide.org.uk](http://www.adviceguide.org.uk) or call 03454 04 05 06.

The information in this summary box summarises some of your key rights. It is not intended to replace the contract below which you should read carefully.

This contract sets out:

- your legal rights and responsibilities;
- our legal rights and responsibilities; and
- certain key information required by law.

If you entered into this contract away from the show room i.e. by telephone or online the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 (the Regulations) say that in most cases, you can cancel within 14 days. If you agree the service will start within this time, you may be charged for what you've used. If you have any question regarding your rights under the Regulations please contact us.

In this contract:

- '**We**', '**us**' or '**our**' means Lime Designs Kitchens & Joinery Limited; and
- '**You**' or '**your**' means the person buying services from us.

If you don't understand any of this contract and want to talk to us about it, please speak with us in store or contact us by:

- Email: [enquiries@lime-designs.co.uk](mailto:enquiries@lime-designs.co.uk), emails will be responded to Monday to Friday: 8am to 5pm, Saturday 9am – 4pm; and
- Telephone: 01306 884666, calls will be responded to Monday to Friday: 8am to 5pm, Saturday 9am to 4pm

**Do you need extra help?**

If you would like this contract in large print please contact us using the contact details at the top of this page.

### Who are we?

We are registered in England and Wales under company number: 10634472

Our registered office is at: Hardham Mill Business Park, Mill Lane, Pulborough, West Sussex RH20 1LA

Our VAT number is: 265678458

### 1 Introduction

- 1.1 If you buy services from us you agree to be legally bound by this contract.
- 1.2 When buying any services you also agree to be legally bound by specific terms which apply to certain services or related goods which we supply with the services. If you want to see these specific terms, please speak with us.

### 2 Information we give you

- 2.1 By law, the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 say that we must give you certain key information before a legally binding contract between you and us is made (see the summary box below). We will give you this information in a clear and understandable way. Typically, we will do this in the show room before you buy the services from us. Some of this information is likely to be obvious from the context. Some of this information is also set out in this contract, such as information on our complaint handling policy.

#### Information we will give you

We will give you information on:

- the main characteristics of the services you want to buy
- who we are, where we are based and how you can contact us
- the total price of the services including any taxes (or where this cannot reasonably be worked out in advance, the manner in which we will work out the price)
- the arrangements for payment, carrying out of the services, and the time by which we will carry out the services
- how to exercise your right to cancel the contract and the costs of doing so, if the Regulations apply

- 2.2 The key information we give you by law forms part of this contract (as though it is set out in full here).
- 2.3 If we have to change any key information once a legally binding contract between you and us is made, we can only do this if you agree to it.

### 3 Your privacy and personal information

Your privacy and personal information are important to us. Any personal information that you provide to us will be dealt with in line with our privacy policy, which explains what personal information we collect from you, how and why we collect, store, use and share such information, your rights in relation to your personal information and how to contact us and supervisory authorities if you have a query or complaint about the use of your personal information.

### 4 Ordering services from us

- 4.1 Below, we set out how a legally binding contract between you and us is made.

- 4.2 Any quotation given by us before you make an order for services is not a binding offer by us to supply such services.
- 4.3 When you decide to place an order for services with us, this is when you offer to buy such services from us.
- 4.4 When you place your order with us, we will acknowledge it in the showroom by email. This acknowledgement does not, however, mean that your order has been accepted.
- 4.5 We may contact you to say that we do not accept your order. If we do this, we will try to tell you promptly why we do not accept your order. This is typically for the following reasons:
  - 4.5.1 we cannot carry out the services (this may be because, for example, we have a shortage of staff);
  - 4.5.2 we cannot authorise your payment;
  - 4.5.3 you are not allowed to buy the services from us;
  - 4.5.4 we are not allowed to sell the services to you; or
  - 4.5.5 there has been a mistake on the pricing or description of the services.
- 4.6 We will only accept your order when we confirm this in the showroom by email which will include payment terms. At this point:
  - 4.6.1 a legally binding contract will be in place between you and us; and
  - 4.6.2 we will start to carry out the services in the way you and we have agreed subject to payment being received in accordance clause 6.3 below.

## **5 Carrying out of the services**

- 5.1 We shall endeavour to carry out the services by the time or within the period which you and we agree (either in the showroom or in writing). If you and we have agreed no time or period, this will be within a reasonable time.
- 5.2 Our carrying out of the services might be affected by events beyond our reasonable control and therefore we reserve the right to reschedule a date agreed by both parties.
- 5.3 If our carrying out of the services is affected by events beyond our reasonable control there might be a delay before we can restart the services, having made reasonable efforts to limit the effect of any of those events and having kept you informed of the circumstances, but we will try to restart the services as soon as those events have been fixed. Examples of events which might be beyond our reasonable control include:
  - 5.3.1 you change the services (and this means we have to do extra work or wait for extra materials);
  - 5.3.2 we have to wait for your other providers to complete their work before we are able to carry out the services;
  - 5.3.3 materials are not delivered at the time agreed with the supplier of the materials (and we cannot obtain a replacement within a reasonable time or the price charged by a supplier is much higher than the original charge);
  - 5.3.4 we cannot access the site at the times we agreed with you;
  - 5.3.5 you have not prepared the site in the way we agreed with you
- 5.4 If you are liable for any delay in the commencement of the services you accept that:
  - 5.4.1 you will be liable for the cost of storage of any materials;

- 5.4.2 a new date for commencement of the services may not be immediately available and that this does not entitle you to cancel this contract;
- 5.4.3 unless you give us a minimum 14 days' notice you will be charged a fee of up to £250 per day.
- 5.5 When we carry out the services, we might not have all of the materials we need. This might be for a number of reasons, such as:
  - 5.5.1 We have not provided an estimate to you and cannot work out what materials are necessary until we start carrying out the services;
  - 5.5.2 where we have provided an estimate, it might not have been possible to work out what materials we needed at the time we provided the estimate to you and this might only be revealed when we start carrying out the services; or
  - 5.5.3 whether or not we have provided an estimate, the condition of an item or the area where the services are being carried out might become apparent only when we start carrying out the services and it might not have been possible to establish it until that point.
- 5.6 If we need to purchase extra materials, we will buy them from a local supplier, where possible. If we cannot do this:
  - 5.6.1 we will order them from elsewhere and return later to continue to carry out the services;
  - 5.6.2 we may charge you for any travel time. We will let you know if we intend to do this.

## **6 Charges and payment**

- 6.1 We will let you know the basis of calculating the charges for the services and related goods (and any extra charges such as delivery charges) to the fullest extent we can when you place an order with us.
- 6.2 We accept all major credit cards and debit cards, cheques and bank transfers. Our bank account details are available on request. Credit cards shall only be accepted for payment of the Deposit.
- 6.3 You will be invoiced and payments in cleared funds must be received by us in the following instalments:
  - 6.3.1 10% of the charges on confirmation of acceptance of the order in accordance with clause 4.6 above;
  - 6.3.2 80% of the charges on the day the services commence\*;
  - 6.3.3 10% final balance on practical completion\*\*

(Please note the time for payments to clear may vary from credit card provider and the Supplier advises you to check before arranging to make payment)

- 6.4 All payments by credit card or debit card need to be authorised by the relevant card issuer.
- 6.5 If your payment is not received by us under clause 6.3, we may charge interest on any balance outstanding at the rate of 8% per annum above the Bank of England base rate as may be in force from time to time Interest shall accrue on a daily basis, and apply from the due date for payment until actual payment in full, whether before or after judgment.
- 6.6 The price of the services:
  - 6.6.1 is in pounds sterling (£)(GBP);

6.6.2 includes VAT at the applicable rate;

\*If this sum is not received in full the services will not commence.

\*\*Practical completion is when there are no outstanding defects (except for minor items or snagging), and the kitchen (or other area where the services were provided) can be put to its intended use.

## 7 Additional Services

We shall not undertake any additional services in relation to labour and/or materials requested by you unless agreed in advance in writing with a member of the showroom staff. For the avoidance of doubt this excludes any tradesman who may be working on site. Any additional services shall be quoted for and invoiced separately from the services being provided under this contract, and shall be payable in full on receipt. All other terms are as set out in this contract.

## 8 Right to cancel this contract (only applicable if the Regulations apply)

8.1 You have the right to cancel this contract within 14 days without giving any reason.

8.2 The cancellation period will expire after 14 days from the day of the conclusion of the contract.

8.3 To exercise the right to cancel, you must inform us of your decision to cancel this contract by a clear statement (eg a letter sent by post or email). You can use the model cancellation form set out in the box below, but it is not obligatory.

Cancellation form

To: Lime Designs Kitchen & Joinery Limited 286 High Street, Dorking, Surrey RH4 1QT

I/We [\*] hereby give notice that I/We [\*] cancel my/our [\*] contract of sale of the following goods [\*]/the supply of the following service [\*],

Ordered on [\*]/received on [\*],

Name of consumer(s),

Address of consumer(s),

Signature of consumer(s) (only if this form is notified on paper),

Date

[\*] Delete as appropriate

8.4 To meet the cancellation deadline, it is sufficient for you to send your communication concerning your exercise of the right to cancel before the cancellation period has expired.

8.5 We will wait until the 14-day cancellation period in this clause 8 is over before we start to carry out the services, unless:

8.5.1 you want us to carry out the services during the 14-day cancellation period;

8.5.2 we have agreed to do so; and

8.5.3 you have signed a written confirmation (a copy of which is set out in the box below) and given it to our representative (if you do this, the written confirmation which you sign will form part of this contract as though set out in full here).

### ***Written confirmation to start carrying out the services within the 14-day cancellation period***

Confirmation to start work early:

*The Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 say that in most cases, you can cancel the contract within 14 days. This may happen because you change your mind.*

*By signing this written confirmation and giving it to our representative, you agree that, on your request, we can start to carry out the services during the 14-day cancellation period.*

*You still have a right to change your mind and cancel the contract during the 14-day cancellation period, however, we will charge you for the cost of the services carried out by us until the time when you tell us that you want to cancel the contract. The amount we charge you will be in proportion to what we have carried out, in comparison with the full coverage of this contract.*

*You acknowledge, however, that you will lose the right to change your mind and cancel the contract during the 14-day cancellation period once the services have been fully carried out by us. If this happens, we will charge you for the full cost of the services carried out by us.*

To: Lime Designs Kitchen & Joinery Limited 286 High Street, Dorking, Surrey RH4 1QT

I/We [\*] hereby give notice that I/We [\*] request you to supply of the following service [\*] on the following date [\*]

Name of consumer(s),

Address of consumer(s),

Signature of consumer(s),

Date

[\*] Delete/ insert details as appropriate

## **9 Effects of cancellation**

- 9.1 If you cancel this contract, we will reimburse to you all payments received from you except where we are allowed to keep such payments such as where we have started carrying out the services within the 14-day cancellation period and you have signed our written confirmation to start carrying out the services within the 14-day cancellation period (see clause 8.5 for more details).
- 9.2 We will make the reimbursement without undue delay, and not later than 14 days after the day on which we are informed about your decision to cancel this contract.
- 9.3 We will make the reimbursement using the same means of payment as you used for the initial transaction, unless you have expressly agreed otherwise; in any event, you will not incur any fees as a result of the reimbursement.

## **10 Nature of the services**

- 10.1 The Consumer Rights Act 2015 gives you certain legal rights (also known as ‘statutory rights’), for example:
- 10.1.1 the services are carried out with reasonable care and skill;
- 10.1.2 you must pay a reasonable price for the services, and no more if you and we haven’t fixed a price for the services; and
- 10.1.3 we must carry out the services within a reasonable time if you and we haven’t fixed a time for the services to be carried out.

## **11 Faulty services**

- 11.1 Your legal rights under the Consumer Rights Act 2015 (also known as ‘statutory rights’), are set out at the top of this contract. They are a summary of your key rights. For more detailed information on your rights and what you should expect from us, please:
- 11.1.1 speak with us in the show room;
- 11.1.2 contact us using the contact details at the top of this page; or
- 11.1.3 visit the Citizens Advice website [www.adviceguide.org.uk](http://www.adviceguide.org.uk) or call 03454 04 05 06.

11.2 Nothing in this contract affects your legal rights under the Consumer Rights Act 2015 (also known as 'statutory rights'). You may also have other rights in law.

**12 End of the contract**

If this contract is ended it will not affect our right to receive any money which you owe to us under this contract.

**13 Limit on our responsibility to you**

13.1 Except for any legal responsibility that we cannot exclude in law (such as for death or personal injury) or arising under applicable laws relating to the protection of your personal information, we are not legally responsible for any:

13.1.1 losses that:

- (a) were not foreseeable to you and us when the contract was formed; or
- (b) that were not caused by any breach on our part;

13.1.2 business losses; and

13.1.3 losses to non-consumers.

**14 Disputes**

14.1 We will try to resolve any disputes with you quickly and efficiently.

14.2 If you are unhappy with:

- 14.2.1 the services;
- 14.2.2 our service to you generally; or
- 14.2.3 any other matter,

please contact us as soon as possible.

14.3 If you and we cannot resolve a dispute using our internal complaint handling procedure, we will:

- 14.3.1 let you know that we cannot settle the dispute with you, and
- 14.3.2 give you certain information required by law

14.4 If we are unable to settle the dispute you may be entitled to complain to The Furniture Ombudsman. More information can be found at [www.thefurnitureombudsman.org](http://www.thefurnitureombudsman.org) or on 0333 241 3209.

14.5 If you want to take court proceedings, the courts of the part of the United Kingdom in which you live will have exclusive jurisdiction in relation to this contract.

14.6 The laws of England and Wales will apply to this contract.

**15 Third party rights**

No one other than a party to this contract has any right to enforce any term of this contract.

Signed by [insert name of director or other authorised signatory] for and on behalf of Lime Designs Kitchen & Joinery Limited	..... Lime Designs Kitchens & Joinery
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and

Signed by [insert name of individual]	.....
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	[name]
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