

TERMS AND CONDITIONS OF SALE

1. Definitions and interpretation

In these Conditions the following definitions apply:

Business Day		means a day other than a Saturday, Sunday or bank or public holiday in England;
Conditions		means the Supplier's terms and conditions of sale set out in this document;
Confidential Information		means any commercial, financial or technical information, information relating to the Goods, plans, know-how or trade secrets which is obviously confidential or has been identified as such, or which is developed by a party in performing its obligations under, or otherwise pursuant to the Contract;
Contract		means the agreement between the Supplier and the Customer for the sale and purchase of the Goods incorporating these Conditions and the Order;
Customer		means the person who purchases the Goods from the Supplier and whose details are set out in the Order;
Deposit		A payment of 10% of the Price payable upon the Customer entering the Contract with the Supplier. The Deposit is fully refundable until the Stage Payment become due, following which it shall no longer be refundable;
Force Majeure		means an event or sequence of events beyond a party's reasonable control preventing or delaying it from performing its obligations under the Contract including an act of God, fire, flood, lightning, earthquake or other natural disaster, war, riot or civil unrest, interruption or failure of supplies of power, fuel, water, transport, equipment or telecommunications service, or material required for performance of the Contract, but excluding the Customer's inability to pay or circumstances resulting in the Customer's inability to pay;
Goods		means the goods and other physical materials set out in the Order and to be supplied by the Supplier to the Customer including white goods and made to measure kitchen furniture;
Intellectual Rights	Property	means copyright, patents, know-how, trade secrets, trade marks, trade names, design rights, rights in get-up, rights in goodwill, rights in Confidential Information, rights to sue for passing off, domain names and all similar;
Location		means the address for delivery of the Goods as set out in the Order;
Order		means an order for the Goods from the Supplier placed by the Customer
Specification		means the description or specification of the Goods and their packaging set out or referred to in the Order ;

Supplier means Lime Designs Kitchen & Joinery (company no 10634472) whose registered address is Hardham Mill Business Park, Mill Lane, Pulborough, West Sussex RH20 1LA;

2. Application of these conditions

- 2.1 These Conditions apply to and form part of the Contract between the Supplier and the Customer. They supersede any previously issued terms and conditions of purchase or supply.
- 2.2 No variation of these Conditions or to an Order or to the Contract shall be binding unless expressly agreed in writing and executed by a duly authorised signatory on behalf of the Supplier.
- 2.3 Any quotation by the Supplier shall be an invitation to treat and shall not constitute an offer and are not capable of acceptance by the Customer.
- 2.4 Each Order by the Customer to the Supplier shall be an offer to purchase the Goods subject to these Conditions.
- 2.5 An Order may be withdrawn or amended by the Customer at any time before acceptance by the Supplier. If the Supplier is unable to accept an Order, it shall notify the Customer as soon as reasonably practicable.
- 2.6 The Supplier may accept or reject an Order at its discretion. An Order shall not be accepted, and no binding obligation to supply any Goods shall arise, until:
 - 2.6.1 the Supplier's written acceptance of the Order (which includes raising an invoice); and
 - 2.6.2 the Supplier's receipt of 50% of the Deposit.
- 2.7 Rejection by the Supplier of an Order, including any communication that may accompany such rejection, shall not constitute a counter-offer capable of acceptance by the Customer.
- 2.8 Nothing in these Conditions affects the Customer's rights under the Consumer Rights Act 2015 and the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 (the Regulations) , so far as they may be applicable. These do not apply to tailor-made, bespoke or personalised Goods. Please contact us if you are unsure whether these rights apply.

3. Price

- 3.1 The price for the Goods shall be the total amount due from the Customer as set out in the Order (**Price**).
- 3.2 The Customer shall pay any applicable VAT to the Supplier on receipt of a valid VAT invoice.
- 3.3 The Supplier may increase the Price at any time by giving the Customer not less than 14 Business Days' notice in writing provided that the increase does not exceed 20% of the Prices in effect immediately prior to the increase.
- 3.4 Notwithstanding clause 3.3, the Supplier may increase the Price with immediate effect by written notice to the Customer where there is an increase in the direct cost to the Supplier of supplying the relevant Goods which exceeds 20% and which is due to any factor beyond the control of the Supplier.

4. Availability

All Goods are subject to availability. The Supplier can only guarantee availability whilst stocks last. If the Goods are unavailable the Supplier will contact you with suggested alternative Goods of equivalent Specification and Price. Where Goods are manufactured by third parties pursuant to bespoke orders the Supplier cannot guarantee production or delivery timeframes.

5. Description

- 5.1** The Supplier shall use all reasonable endeavours to ensure that Goods are displayed as accurately as possible on its website, brochures and all other promotional material but the Supplier gives no guarantee that the colour will accurately reflect the true colour of the Goods, particularly with timber Goods.
- 5.2** The Supplier shall use all reasonable endeavours to ensure that all descriptions of Goods are accurate but all sizes, weights and measurements quoted are to be treated as approximate.

6. Design & Survey

- 6.1** Where a brand new kitchen is being supplied the Supplier will design and plan the kitchen free of charge.
- 6.2** The Supplier may carry out a survey of the property prior to issuing a quotation notwithstanding which the Customer remains responsible for the accuracy of any room dimensions provided and that any Goods not purchased from the Supplier are suitable for use with the Supplier's design.

7. Installation

Unless the Supplier specifies otherwise the installation of any Goods supplied to the Customer is the responsibility of the Customer. Installation services can be provided upon request, and prices will be quoted separately.

8. Payment

- 8.1** The Supplier shall invoice the Customer for the Goods at any time after receipt of the Order.
- 8.2** The Customer shall pay the Price, and the Supplier shall be in receipt of cleared funds as follows:
- 8.2.1** the Deposit upon the Customer entering into the Contract with the Supplier;
 - 8.2.2** 40% of the Price within 7 Business Days of the date of interim invoice (Stage Payment);
 - 8.2.3** the 50% balance within 7 Business Days of the final invoice which shall be rendered by the Supplier at least 7 Business Days prior to delivery of the Goods.
- 8.3** The Customer shall pay all invoices:
- 8.3.1** in full without deduction or set-off, in cleared funds within 7 or 14 Business Days of the date of each invoice as set out in clause 8.2; and
 - 8.3.2** by debit/credit card, cheque or to the bank account nominated by the Supplier. Credit cards shall only be accepted for payment of the Deposit.
- 8.4** Time of payment is of the essence. Where sums due under these Conditions are not paid in full by the due date:
- 8.4.1** the Supplier may, without limiting its other rights, charge interest on such sums at 8% a year above the Bank of England base rate as may be in force from time to time; and
 - 8.4.2** 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.

(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)

9. Delivery

- 9.1** The Goods shall be delivered to mainland UK addresses only, within the Supplier's standard delivery times of 7am and 8pm on Business Days.

- 9.2 The Goods shall be deemed delivered on completion of unloading of the Goods at the Location.
- 9.3 The Goods may be delivered by instalments. Any delay in delivery or defect in an instalment shall not entitle the Customer to cancel any other instalment.
- 9.4 Time of delivery is not of the essence. The Supplier shall use its reasonable endeavours to meet delivery dates but such dates are approximate only.
- 9.5 The Supplier shall not be liable for any delay in or failure of delivery caused by:
- 9.5.1 the Customer's failure to: (i) make the Location available, (ii) prepare the Location in accordance with the Supplier's instructions or as required for delivery or (iii) provide the Supplier with adequate instructions for delivery or otherwise relating to the Goods;
- 9.5.2 Force Majeure.
- 9.6 Late delivery of the Goods shall not entitle the Customer to:
- 9.6.1 reject the Goods
- 9.6.2 terminate the Order
- 9.6.3 withhold any outstanding amount of the Price
- 9.7 The Supplier reserves the right to charge an additional fee where a non-standard vehicle is required for delivery and the Customer has been notified of such fee in advance.
- 9.8 The Supplier operates a no returns policy for any made to order Goods which have been delivered pursuant to the Order. If, at its discretion, the Supplier agrees to accept non-made to order returned Goods, it reserves the right to charge a restocking charge of 25 % of the price of the returned Goods. For the avoidance of doubt all kitchen furniture is made to order.
- 9.9 If the Customer fails to accept delivery of the Goods the Supplier shall store and insure the Goods pending delivery, and the Customer shall pay all costs and expenses incurred by the Supplier in doing so.
- 9.10 If 5 Business Days following the due date for delivery of the Goods, the Customer has not taken delivery of them, the Supplier may resell or otherwise dispose of the Goods. The Supplier shall:
- 9.10.1 deduct all reasonable costs of and occasioned by resale; and
- 9.10.2 account to the Customer for any excess of the resale price over, or invoice the Customer for any shortfall of the resale price below, the Price paid by the Customer for the Goods.

10. Risk

Risk in the Goods shall pass to the Customer on delivery.

11. Title

- 11.1 Title to the Goods shall pass to the Customer once the Supplier has received payment in full and cleared funds for the Goods.
- 11.2 Until title to the Goods has passed to the Customer, the Customer shall:
- 11.2.1 hold the Goods as bailee for the Supplier;
- 11.2.2 store the Goods separately from all other material in the Customer's possession;
- 11.2.3 take all reasonable care of the Goods and keep them in the condition in which they were delivered;

- 11.2.4 insure the Goods from the date of delivery: (i) with a reputable insurer (ii) against all risks (iii) for an amount at least equal to their Price (iv) noting the Supplier's interest on the policy;
 - 11.2.5 ensure that the Goods are clearly identifiable as belonging to the Supplier;
 - 11.2.6 not remove or alter any mark on or packaging of the Goods;
 - 11.2.7 inform the Supplier immediately if it becomes subject to any of the events or circumstances set out in clauses 19.1; and
 - 11.2.8 on reasonable notice permit the Supplier to inspect the Goods.
- 11.3 If, at any time before title to the Goods has passed to the Customer, the Customer informs the Supplier, or the Supplier reasonably believes, that the Customer has or is likely to become subject to any of the events specified in clause 19.1, the Supplier may:
- 11.3.1 require the Customer at the Customer's expense to re-deliver the Goods to the Supplier; and
 - 11.3.2 if the Customer fails to do so promptly, enter any premises where the Goods are stored and repossess them.
- 12. Right to cancel this contract (only applicable if the Regulations apply)**
- 12.1 You have the right to cancel this contract within 14 days without giving any reason.
 - 12.2 The cancellation period will expire after 14 days from the day of the conclusion of the contract.
 - 12.3 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*

- 12.4 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.
- 12.5 We will wait until the 14-day cancellation period in this clause 12 is over before we start to carry out the services, unless:
 - 12.5.1 you want us to carry out the services during the 14-day cancellation period;
 - 12.5.2 we have agreed to do so; and

- 12.5.3 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*

13. Effects of cancellation

- 13.1 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 12.5 for more details).
- 13.2 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.
- 13.3 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.

14. Manufacturer's guarantee

The Supplier shall provide the Customer with details all manufacturer's guarantees where applicable.

15. Indemnity and insurance

15.1 The Customer shall have in place contracts of insurance with reputable insurers incorporated in the United Kingdom to cover its obligations under the Contract. On request, the Customer shall supply (so far as is reasonable) evidence of the maintenance of the insurance and all of its terms from time to time applicable.

15.2 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:

1.1.1 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;

1.1.2 business losses; and

1.1.3 losses to non-consumers.

16. Intellectual property rights

16.1 All specifications, plan, drawings, brochures, promotional material., descriptions, designs and technical know-how and advice and all Intellectual Property Rights therein supplied by the supplier to the Customer in connections with the Contract or Goods shall remain the property of the Supplier. The Supplier reserves all Intellectual Property Rights in relation to the use of such logos, trade names or trade marks by any other person, company or organisation. Any such use will be at the sole discretion of the Supplier.

16.2 Nothing in these terms and conditions shall be construed as a representation or warranty by the Supplier that the design, manufacture, conformity to specifications, use or sale of the Goods is not an infringement of any valid or subsisting patent or any other Intellectual Property Rights of a third party save that the Supplier warrants to the Customer that it has not received written notice of any such infringement as the date of this Contract.

17. 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.

18. Confidentiality

The Customer shall keep confidential all Confidential Information of the Supplier and shall only use the same as required to perform the Contract.

19. Force majeure

Neither party shall have any liability under or be deemed to be in breach of the Contract for any delays or failures in performance of the Contract which result from Force Majeure. The party subject to the Force Majeure event shall promptly notify the other party in writing when such the event causes a delay or failure in performance and when it ceases to do so.

20. Termination

20.1 The Supplier may terminate the Contract at any time by giving notice in writing to the Customer if:

- 20.1.1 the Customer commits a material breach of the Contract and such breach is not remediable;
 - 20.1.2 the Customer commits a material breach of the Contract which is not remedied within 7 Business Days of receiving written notice of such breach;
 - 20.1.3 the Customer has failed to pay any amount due under the Contract on the due date and such amount remains unpaid 14 days after the date that the Supplier has given notification to the Customer that the payment is overdue; or
 - 20.1.4 any consent, licence or authorisation held by the Customer is revoked or modified such that the Customer is no longer able to comply with its obligations under the Contract or receive any benefit to which it is entitled.
- 20.2 Termination or expiry of the Contract shall not affect any accrued rights and liabilities of the Supplier at any time up to the date of termination.

21. Entire agreement

- 21.1 The parties agree that the Contract and any documents entered into pursuant to it constitutes the entire agreement between them and supersedes all previous agreements, understandings and arrangements between them, whether in writing or oral in respect of its subject matter.
- 21.2 Nothing in these Conditions purports to limit or exclude any liability for fraud.

22. Variation

No variation of the Contract shall be valid or effective unless it is in writing, refers to the Contract and is duly signed or executed by, or on behalf of, the Supplier.

23. Assignment

The Customer may not assign, subcontract or encumber any right or obligation under the Contract, in whole or in part, without the Supplier's prior written consent.

24. Set-off

- 24.1 The Supplier shall be entitled to set-off under the Contract any liability which it has or any sums which it owes to the Customer under the Contract or under any other contract which the Supplier has with the Customer.
- 24.2 The Customer shall pay all sums that it owes to the Supplier under the Contract without any set-off, counterclaim, deduction or withholding of any kind, save as may be required by law.

25. Waiver

No failure, delay or omission by the Supplier in exercising any right, power or remedy provided by law or under the Contract shall operate as a waiver of that right, power or remedy, nor shall it preclude or restrict any future exercise of that or any other right, power or remedy.

26. Compliance with law

The Customer shall comply with all laws, enactments, regulations, regulatory policies, guidelines and industry codes applicable to it and shall maintain such authorisations and all other approvals, permits and authorities as are required from time to time to perform its obligations under or in connection with the Contract.

27. Third party rights

A person who is not a party to the Contract shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any of the provisions of the Contract.

28. Governing law

The Contract and any dispute or claim arising out of, or in connection with, it, its subject matter or formation (including non-contractual disputes or claims) shall be governed by, and construed in accordance with, the laws of England and Wales.

29. Jurisdiction

The parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of, or in connection with, the Contract, its subject matter or formation (including non-contractual disputes or claims).

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] [name]
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