

On Premises Terms and Conditions of Business for Consumers

OUR TERMS

1. THESE TERMS

- a. **What these terms cover.** These are the terms and conditions on which we supply products to you and, if you have ordered the design or the installation (or both) of the products from us, the terms and conditions on which we design or install (or both) the products for you.
- b. **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 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, please contact us to discuss.

2. INFORMATION ABOUT US AND HOW TO CONTACT US

- a. **Who we are.** We are Perfectfits, a company registered in England our address is 5 Burnet lane, kingsworthy, Winchester, Hampshire, SO23 7GN. Our registered VAT number is GB 266942369.
- b. **How to contact us.** You can contact us by telephoning our customer service team on 07717379149 or by writing to us at info@perfectfits.co.uk or at 5 Burnet lane, kingsworthy, Winchester, Hampshire, SO23 7GN.
- c. **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.
- d. **“Writing” includes emails.** When we use the words “writing” or “written” in these terms, this includes emails.

3. OUR CONTRACT WITH YOU

- a. **How we will accept your order.** Our acceptance of your order will take place when we write to you to accept it, at which point a contract will come into existence between you and us.
- b. **If your order is for products that are cut, made to measure, assembled or otherwise customised or made to your specifications then we will provide you with a quotation and design plan and will accept your order when you have completed the Purchase Order and paid your deposit.** We will issue you with a sales advice that the order has been placed and processed.
- c. **Design plans.** If we agree to provide you with a specifically designed plan, please check the accuracy and suitability of the plan in meeting your requirements. **The plan will form part of your order and our contract so it is important to check that it is correct prior to placing your order.** The plan will provide us with details of how to proceed in fulfilling your order.
 1. Please note that any such design plan is and remains our property and you may not reproduce it in whole or in part without our prior written consent.
 2. Please also note that any such design plan may only be used by you in connection with our quotation or order for our products and services.
 3. Please also note designs are for visual purposes only and are subject to change, this will all be explained to you at survey
- d. **If we cannot accept your order.** If we are unable to accept your order, either in whole or in part, we will inform you of this and will not charge you for the product and will refund any monies paid in connection with that order (or that part of the order that we do not accept). This might be because the product is out of stock, 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.
- e. **Your order number.** We will assign an order number to your order and tell you what it is when we accept your order. It will help us if you can tell us the order number whenever you contact us about your order.

- f. **We only sell to the UK.** Our brochure and websites are solely for the promotion of our products in the UK. Unfortunately we do not accept orders from address outside the UK.

4. OUR PRODUCTS

- a. **Products may vary slightly from their pictures.** The images of the products in our catalogues and brochures or on our websites are for illustrative purposes only. Although we have made every effort to display the products accurately, we cannot guarantee that the pictures in our catalogues and brochures or on our websites accurately reflect the products. Your product may vary slightly from these images. Although we have made every effort to be as accurate as possible, all measurements indicated on our website or in our catalogues and brochures have a 2% tolerance.
- b. If you are concerned about the precise size, weight, capacity, dimensions or measurements of any of our products you require, we recommend that you contact us prior to placing an order or purchasing a product.
- c. **Product packaging may vary.** The packaging of the product may vary from that shown in images.
- d. **Making sure your measurements are accurate.** If we are making the product to measurements you have given us you are responsible for ensuring that these measurements are correct. You can find information and tips on how to measure by contacting us.

5. YOUR RIGHT TO MAKE CHANGES

- a. If you wish to make a change to the product that 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 for delivery 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.

6. OUR RIGHTS TO MAKE CHANGES

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

7. PROVIDING THE PRODUCTS

- a. **Design, delivery and installation costs.** The costs of design, delivery and installation will be as told to you during the order process if appropriate.
- b. To take advantage of promotional prices, you must quote the relevant promotion when you order (where applicable). Please be aware that we may update our promotions at any time.
- c. We will not provide any unpacking, installation, fitting or waste removal services to you unless previously agreed by us.
- d. **When we will provide the products.** During the order process we will let you know when we will provide the products to you. If you have ordered installation of the products as well we will let you know during the order process when we will install them.
- e. **We are not responsible for delays outside our control.** If our delivery or installation of the products is delayed by an event outside our control then we will contact you as soon as possible to let you know and we will take steps to minimise the effect of the delay. Provided we do this we will not be liable for delays caused by the event, but if there is a risk of substantial delay you may contact us to end the contract and receive a refund for any products you have paid for but not received.
- f. Deliveries may be made by a third party courier. Deliveries will not be made where the ground condition is uneven, not suitable to unload or likely to cause damage to the delivery vehicle. If the driver is instructed to unload and leave materials on either the public highway or an adjacent pedestrian area or pavement, it is your responsibility to ensure these are subsequently moved.

- g. Collection by you.** If you have asked to collect the products from our premises, you can collect the products from us at any time during our working hours of 9am to 5pm on weekdays.
- h. If you are not home when the product is delivered.** If no one is available at your address to take delivery and the products cannot be posted through your letterbox, we will leave you a note informing you of how to rearrange delivery.
- i. If you do not re-arrange delivery.** If you do not collect the products from us as arranged or if, after a failed delivery to you, you do not re-arrange delivery or collect them from a delivery depot we will contact you for further instructions and may charge you for storage costs and any further delivery costs. If, despite our reasonable efforts, we are unable to contact you or re-arrange delivery or collection we may end the contract and Clause 10(b) will apply.
- j. If you do not allow us access to install.** If you have asked us to install the products for you and you do not allow us access to your property as arranged (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 effort, we are unable to contact you or re-arrange access to your property we may end the contract and Clause 10(b) will apply.
- k. Your legal rights if we deliver late.** You have legal rights if we delivery any products late. If we miss the delivery deadline for any products then you may treat the contract as at end straight away if any of the following apply :

 - 1.we have refused to deliver the products;
 - 2.delivery within the delivery deadline was essential (taking into account all the relevant circumstances); or
 - 3.you told us before we accepted your order that delivery within the delivery deadline was essential.
- l. Setting a new deadline for delivery.** If you do not wish to treat the contract as at end straight away, or do not have the right to do so under Clause 7(k), you can give us a new deadline for delivery, which must be reasonable, and you can treat the contract as at end if we do not meet the new deadline.

- m. Ending the contract for late delivery.** If you do choose to treat the contract as at end for late delivery under Clause 7(k) or Clause 7(l), you can cancel your order for any of the products or reject products that have been delivered. If you wish, you can reject or cancel the order for some of those products (not all of them), unless splitting them up would significantly reduce their value. After that we will refund any sums you have paid to us for the cancelled products and their delivery. If the products have been delivered to you, you will have to return them to us or allow us to collect them, and we will pay the costs of this.
- n. When you become responsible for the product.** The product will be your responsibility from the time we deliver the product to the address you gave us or a carrier organised by you collect it from us.
- o. When you own the products.** You own the products once we have received payment in full. Until ownership of the products passes from us to you, you shall hold the products on our behalf and marked in such a way that they are clearly identified as our property.
- p. 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 and, if you have ordered installation, install them. If so, this will have been stated in the description of the products in our catalogue or brochure or on our website. We will contact you to ask for this information. If you do not give us this information within a reasonable time of asking for it, or if you give us incomplete or incorrect information, we may either end the contract (see Clause 10(a)) 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 or installing the products late or not supplying or installing 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.
- q. Reasons we may suspend the supply of products to you.** We may have to suspend the supply of products to:
1. Deal with technical problems or make minor technical changes;

2.Update the products to reflect changes in relevant laws and regulatory requirements;

3.Make changes to the products as requested by you or notified by us to you (see Clause 6).

r. **Your rights if we suspend the supply of products.** We will contact you in advance to tell you will be suspending the supply of the product, unless the problem is urgent or an emergency. 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 two weeks and we will refund any sums you have paid in advance for the product in respond of the period after you end the contract.

s. **We may also suspend supply of the products if you do not pay.** If you do not pay for us for the products when you are supposed to (see Clause 12(d)) and you still do not make payment within fourteen days of us reminding you that payment is due, we may suspend supply of the products until you have paid us the outstanding amounts. 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 12(f)). 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 payment (see Clause 12(e)).

8. INSTALLATION

a. **If we agree to install the products as part of the contract then the following clauses shall apply. You** will ensure that:

1.all gas pipework, including gas manifold will be, ready, suitably terminated with isolation valves, tested and live within one meter of the proposed final destination of each appliance. The correct working pressures and gauges/ pipe sizes are required to be supplied by you and fully compliant with all Gas Regulations; and

2.all waste pipe work will be installed ready for connections, suitably trapped and at the correct sizes and working height required for each

appliance. Please remember not all equipment has drain pumps and therefore a low waste or gulley may be required. All to within one meter of the final destination of the equipment; and

- 3.all hot and cold water supplies to be within one meter of the final destination of the equipment, suitably terminated with valve(s) to current water regulations. Correct water pressures for the correct functioning of the equipment are your responsibility. Unless otherwise state in your order, no allowance has been made for water treatment, instant boiling water or softening, grease traps or grease management systems; and
- 4.all electrical services are to be second fixed, tested and ready for final connection. All sockets, isolators, spurs and terminations are to be provided by you. All electrical services are to be supplied with the correct breakers for any equipment or appliances to be installed or tools used during installation and IP Rated where necessary.
- 5.all earth bonding to pipe work and appliances is to be completed by you. This is not included in our installation of the products; and
- 6.you must arrange for all works to be hygienic clean prior to the start of the installation of our products; and
- 7.all openings in walls to be formed, including all builders work in connection with extract ventilation systems; and
- 8.you must ensure that the rear wall of cooking equipment is clear of all loose plaster work, timber, tiles and services.
- 9.you must ensure that all necessary planning and or building or other consents are obtained before the installation of our products starts.
10. you must ensure that all works are fully compliant with health and safety, environmental laws and regulatory requirements.
- 11. If any of these works are not in place and ready for the installation on the agreed times, we will have to postpone the installation. You will pay to us any additional costs incurred as a result of the site or services not being ready.**

12. If you are concerned about any of these issues please contact us to discuss before placing your order so that we can resolve them prior to proceeding with the installation.

9. YOUR RIGHTS TO END THE CONTRACT

- a. **You can always end the contract for supply of a product before it has been delivered or installed or paid for.** You may contact us to end your contract for a product at any time before we have delivered and installed it and you have paid for it, but in some circumstances we may charge you for doing so, as described below. Of course, you always have rights where a product is faulty or mis-described (see Clause 11, “If there is a problem with the products”).
- b. **What happens if you have good reason for ending the contract.** If you are ending the contract for a reason set out at (1) to (5) below the contract will end immediately and we will refund you in full for any products which have not been provided or have not been provided properly and you may also be entitled to further compensation. The reasons are:
 1. We have told you about an upcoming change to the product or these terms which you do not agree to;
 2. 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;
 3. There is risk that supply of the products may be significantly delayed because of events outside our control;
 4. We have suspended supply of the product for technical reasons, or we notify you that we are going to suspend them for technical reasons, in each case for a period of more than one week; or
 5. You have a legal right to end the contract because of something we have done wrong (but see Clause 7(h) in relation to your rights to end the contract if we deliver late).
- c. **What happens if you end the contract without a good reason.** If you are not ending the contract for one of the reasons set out in Clause 9(b), then 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.

- d. **Returning the products after ending the contract.** If you end the contract after products have been dispatched to you and (because we cannot recall them) they are delivered to you, you must return them to us. 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 are exercising your legal rights to end the contract because of something we have done wrong then we will pay the costs of return. In all other circumstances you must pay the costs of return.

10. OUR RIGHTS TO END THE CONTRACT

- a. **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:
1. you do not make any payment to us or we are unable to collect payment from you when it is due and you still do not make payment within fourteen days of us reminding you that payment is due;
 2. 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;
 3. you do not within a reasonable time, allow us to deliver the products to you and, if you have ordered installation of the products, allow us to install them or collect them from us.
- b. **You must compensate us if you break the contract.** If we end the contract in the situations set out in Clause 10(a) 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.
- c. **We may withdraw the product.** We may write to you to let you know that we are going to stop providing the product. We will let you know at least fourteen days in advance of our stopping the supply of the product and will

refund any sums you have paid in advance for products which will not be provided.

11. IF THERE IS A PROBLEM WITH THE PRODUCT

- a. **How to tell us about problems.** If you have any questions or complaints about the product, please contact us. You can telephone us on 07717379149 or write to us info@perfectfits.co.uk or at 5 Burnet lane, Kingsworthy, Winchester, Hampshire, SO23 7GN.
- b. **Summary of your legal rights.** 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 product. Nothing in these terms will affect your statutory rights.

Summary of your key legal rights

This is a summary of your key legal rights. These are subject to certain exceptions. For detailed information please visit the Citizens Advice website www.adviceguide.org.uk or call 03454 04 05 06.

The Consumer Rights Act 2015 says goods must be as described, fit for purpose and of satisfactory quality. During the expected lifespan of your product your legal rights entitle you to the following:

Up to 30 days: if your goods are faulty, then you can get an immediate refund.

Up to six months: if your good can't be repaired or replaced, then you're entitled to a full refund, in most cases.

Up to six years: if your goods do not last a reasonable length of time you may be entitled to some money back.

bought them, post them back to us or (if they are not suitable for posting) allow us to collect them from you. We will pay the costs of postage or collection. Please contact us for a free return label when appropriate.

- d. **Your right to change your mind.** We, Perfectfits of 5 Burnet lane, Kingsworthy, Winchester, Hampshire, SO23 7GN, offer the following guarantee which is in addition to your legal rights (as described in Clause 11(b)) and does not affect them. If you change your mind about a product

either before it is delivered or within thirty days of receiving it, please contact us to arrange for a full refund. If you have received the unwanted product you must return it to us at your own expense. This guarantee is only offered to consumers resident in the UK.

- e. **Transferring our guarantee.** You may transfer our guarantee at Clause 11(d) to a person who has acquired the product from you. We may require the person to whom the guarantee is transferred to provide reasonable evidence that they are now the owner of the relevant item or property.
- f. **Ten Year Manufacturer's Warranty for products manufactured by us.** In addition to your legal rights, we, Perfectfits of 5 Burnet lane, Kingsworthy, Winchester, Hampshire, SO23 7GN , warrant that products we manufacture will carry a ten year manufacturer's warranty provided :
 - 1.Damage resulting from use which is not considered to be normal wear and tear (in our absolute discretion) are excluded from this warranty;
 - 2.During a period of one year from installation of the products, we will replace any broken items with a new item;
 - 3.During the period dating from one year after installation of the products to ten years after the products we will repair any broken item;
 - 4.Any malicious or accidental damage is excluded from this warranty;
and
 - 5.Any issues arising under this warranty must be raised before the expiry of ten years from the date of installation of the products.

12. PRICE AND PAYMENT

- a. **Where to find the price for the product.** The price of the product (which includes VAT) will be the price set out in your order. We take all reasonable care to ensure that the price of product advised to you is correct. However please see Clause 12(c) for what happens if we discover an error in the price of the product you order.
- b. **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

(including delivery and installation costs) in full before the change in the rate of VAT takes effect.

- c. What happens if we got the price wrong.** It is always possible that, despite our best efforts, some of the products we sell may be incorrectly priced. We will normally check prices before accepting your order so that, where the product's correct price at your order date is less than our stated price at your order date, we will charge the lower amount. If the product's correct price at your order date is higher than the price stated in our price list, we will contact you for your instructions before we accept your order. If we accept and process your order where a pricing error is obvious and unmistakable and could reasonably have been recognised by you as a mispricing, we may terminate the contract, refund you any sums you have paid and require you to return the product at our expense.
- d. When you must pay and how you must pay.** We accept payments in the form of cheque, bank transfer, cash. As part of the order, you must pay a deposit to us prior to dispatch of the products and the remainder upon completion of the order (including, where appropriate, installation). Your order will set out further details in this regard. For one-off orders, such as quartz worktops, you will pay us at the same time as the order is made.
- e. We can charge interest if you pay late.** If you do not make any payment to us **OR** If we are unable to collect any payment from you by the due date we may charge interest to you on the overdue amount at the rate of 2% a year above the base lending rate of Lloyds Bank plc 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.
- f. 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 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.

13. OUR RESPONSIBILITY FOR LOSS OR DAMAGE SUFFERED BY YOU

a. 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 use reasonable care and skill, but, except as set out in Clause 13(b) we are 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.

b. 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 goods, as summarised at Clause 11(b) **OR** including the right to receive goods which are: as described and match information we provided to you and any sample or model seen or examined by you; of satisfactory quality; fit for any particular purpose made known to us; and, where installed by us, correctly installed; and for defective products under the Consumer Protection Act 1987

c. When we are liable for damage to your property.

If we are installing the products or providing other 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.

d. We are not liable for business losses.

We only supply the products for domestic and private use. If you use the products for any commercial, business or re-sale purpose we will have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.

14. HOW WE MAY USE YOUR PERSONAL INFORMATION

a. How we will use your personal information. We will use the personal information you provide to us:

- 1.to supply the products to you;

2.to process your payment for the products; and

3.if you agreed to this during the order process, to inform you about similar products that we provide, but you may stop receiving these communications at any time by contacting us.

b. We may pass your personal information to credit reference agencies.

Where we extend credit to you for the products we may pass your personal information to credit reference agencies and they may keep a record of any search that they do.

c. We will only give your personal information to third parties where the law either requires or allows us to do so.

15. OTHER IMPORTANT TERMS

a. We may transfer this agreement to someone else. We may transfer our rights and obligations under these terms to another organisation.

b. You need our consent to transfer your rights to someone else (except that you can always transfer our guarantee). You may only transfer your rights or your obligations under these terms to another person if we agree to this in writing. However, you do not need our agreement to transfer the benefit of our guarantee in Clause 11(d).

c. Nobody else has any rights under this contract (except someone you pass your guarantee on to). This contract is between you and us. No other person shall have any rights to enforce any of its terms, except as explained in Clause 11(d) in respect of our guarantee. Neither of us will need to get the agreement of any other person in order to end this contract or make any changes to these terms.

d. If a court finds part of this contract illegal, the rest will continue in force. 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.

e. Even if we delay in enforcing this contract, we can still enforce it later. 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.

- f. Which laws apply to this contract and where you may bring legal proceedings.** 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.
- g. Alternative dispute resolution.** Alternative dispute resolution is a process where an independent body considers the facts of a dispute and seeks to resolve it, without you having to go to court. If you are not happy with how we have handled any complaint, you may want to contact an alternative dispute resolution provider.