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## MKB DESIGNS TERMS AND CONDITIONS

### OUR TERMS (September 2021)

#### 1. THESE TERMS

1.1 What these terms cover. These are the terms and conditions on which we supply products to you.

1.2 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

2.1 Who we are? We are The Marlow Partnership Limited trading as "MKB Designs" a company registered in England and Wales. Our company registration number is 11146220 and our registered office is at 10 Beech Court, Wokingham Road, Hurst, Berkshire, RG10 0RQ. Our registered VAT number is 286828644.

2.2 You. The Customer and no other for the purposes of this Contract.

2.3 How to contact us. You can contact us by telephoning us at 01628 478181 or by writing to us at info@mkbdesigns.co.uk

2.4 How we may contact you. When we 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. We routinely record telephone calls to ensure that the highest standard of service to you is maintained.

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

#### 3. OUR CONTRACT WITH YOU

3.1 How we will accept your order. Our acceptance of your order will take place when we sign the order confirmation form, at which point a contract will come into existence between you and us.

3.2 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 product is out of stock or 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.

IMAGINE | DESIGN

Kitchens | Bathrooms | Bedrooms | Interiors

3.3 We only sell to the UK. Our website is solely for the promotion of our products in the UK. We do not usually accept orders from or deliver to addresses outside the UK. If you would like to place an order from outside the UK, please contact us first before placing your order.

#### **4. OUR PRODUCTS**

4.1 Products may vary slightly from their pictures. The images of the products in our suppliers' brochures and catalogues, on our website, and in the designs, we produce, including those produced as part of a quotation are for illustrative purposes only. Although we have made every effort to display the colours accurately, we cannot guarantee that a device's display of the colours or the printed pictures in our suppliers' brochures or catalogues or our designs accurately reflects the colour of the products. Your product may vary slightly from those images. Your product may appear as a different colour or shade once it has been installed. This might be because of the lighting used in the room the products are installed in or background and surface colour or because of the items the product is installed next to.

4.2 Suppliers' brochures and catalogues. The images and descriptions of the products in our suppliers' brochures and catalogues are used by you and us to create designs and as a part of a quotation. We make every effort to ensure that suppliers images and descriptions are accurate, but these cannot be guaranteed. Your product may therefore not be available exactly as the supplier's brochure or catalogue describes. This might be because the product has ceased production, or the supplier has made a mistake in its description.

4.3 Making sure your measurements are accurate. If we are making the product to measurements, you have provided to us you are responsible for ensuring that these measurements are correct.

#### **5. YOUR RIGHTS TO MAKE CHANGES**

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 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**

6.1 Minor changes to the product. We may change the product to implement minor technical adjustments and improvements or to comply with applicable safety or statutory requirements, for example to work around or incorporate cabling, ducting or pipework, which could not be discovered by a standard site survey; or raising a shower tray because of pipework which cannot be moved. If this is likely to cause significant changes to be made to the product or its installation, we will contact you to advise you of the potential impact of these changes. Please see clause 6.2 below.

6.2 More significant changes to the product and these terms. In addition, as we informed you in the description of the product in our quotation, we may also have to make more significant changes to the designs and product specifications attached to the order confirmation (including the materials used), for example, to comply with listed building (or

similar) status or to comply with particular building consents and/or requirements. If more significant changes are required, we may either:

(a) notify you of the proposed changes, including any change to the cost of the product, so that you may (if you choose to) end the contract and receive a full refund before the changes take effect; or

(b) where these changes are required because you have failed to provide us with the information required as set out in clause 7.14 (such as details of the building's listed status or specific building consents), end the contract ourselves in accordance with clause 9.1 and refund any money you have paid in advance, but we may deduct or charge you reasonable compensation for the net costs we have already incurred.

## **7. PROVIDING THE PRODUCTS AND SERVICES**

7.1 Installation. You can choose your own trades people. This choice can include independent trades people known to us who understand our products . If you choose trades people known to us, we will ensure that they attend to meet you before installation to enable them to provide an estimated cost for your installation. We will not be liable for the quality or progress of their work. Hence, these terms do not apply to the engagement of any independent trades people including those known to us, and you will be responsible for agreeing any terms (including payment terms) directly with them.

7.2 Delivery and installation costs. The costs of delivery and installation will be as told to you during the order process. The cost of Installation will be based upon costings supplied by your chosen independent trades people. Their costing will be based upon what can be seen by them at the pre installation visit and cannot take account of work required which cannot be seen or envisaged at the time. Unless otherwise agreed, you will be responsible directly for payment of trades people costs.

7.3 Project Management and Oversight. Project management is a service option normally at extra cost. Where we agree with you that we will support an installation with project management and oversight, it is to the extent of the works specified in the agreement and any other work that is added at extra cost. Such support may involve e.g., site monitoring visits, coordinating with trades people and delivery of materials. Such support cannot be assumed by you as if we are permanently present at the address or site of installation but, is to ensure that as far as is reasonably possible, the specified work progresses without undue delay or interruption. See also 7.4 & 7.6.

7.4 Supply only. This may simply be as it states, or it may be based upon an MKB Designs design along with supply. Supply only does not include any other support or assistance other than that afforded as a courtesy to ensure that the products and any designs supplied are consistent with our desire to offer the best service.

7.5 When we will provide the products. During the order process we will agree with you when we provide the products. This may be a specific date or a week beginning date. We will confirm exact dates as soon as we have them from suppliers.

7.6 Place of Delivery. If we deliver, we will deliver the products to your address, or another place as agreed between us using normal means of delivery and access. We would normally deliver to the front of your home or the installation site. Extra charges will be incurred if we agree to support delivery of the products to a place or location that requires special lifting equipment, techniques that require special training or a specially devised scheme of work.

7.7 Installation Time. We will provide well informed guidance based upon our experience and advice supplied by any independent trades person who may be involved in the provision of installation services. It is not possible to commit to specific completion deadlines given the variables that can arise. We do though work with all parties to ensure that work is completed within the shortest reasonable time scales.

7.8 Delays. We are not responsible for delays outside of our control. If delivery or installation of the products is delayed by an event outside of our control, then we will contact you as soon as possible to let you know. We will always endeavour to minimise the effect of any 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. Further, we cannot be responsible for delays that occur during an installation that are outside of our control e.g., attendance and progress of independently employed or self-employed trades people, additional, non-specified or extra work that you ask trades people to do that diverts or slows the progress of the specified work.

7.9 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 8am to 5pm on weekdays and 10am to 5pm Saturdays or as agreed by us.

7.10 If you can't take delivery when we have agreed. If you can't receive products from us when we have agreed, we will do our best to redeliver at another time. For larger furniture deliveries, we require at least two weeks' notice. Where this is not given, we will charge reasonable storage and redelivery fees.

7.11 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 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 9.2 will apply.

7.12 If you wish to re-arrange delivery. If you would like to delay the delivery of the products (for example because your builder is delaying installation) then we may charge you reasonable storage costs until we are able to deliver the product.

7.13 If you do not allow us access to install. If you have asked us to be involved in coordinating the installation of the products for you and you do not allow 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 efforts, we are unable to contact you or re-arrange access to your property we may end the contract and clause 9.2 will apply.

7.14 Your legal rights if we deliver late. You have legal rights if we deliver any products late. If we miss the delivery deadline for any products, then you may treat the contract as at an end straight away if any of the following apply:

- (a) we have refused to deliver the products;
- (b) delivery within the delivery deadline was essential (taking into account all the relevant circumstances); or
- (c) you told us before we accepted your order that delivery within the delivery deadline was essential.

7.15 Setting a new deadline for delivery. If you do not wish to treat the contract as at an end straight away, or do not have the right to do so under clause 7.9, you can give us a new deadline for delivery, which must be reasonable, and you can treat the contract as at an end if we do not meet the new deadline.

7.16 Ending the contract for late delivery. If you do choose to treat the contract as at an end for late delivery under clause 7.9 or clause 7.10, 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.

7.17 When you become responsible for the products. The product will be your responsibility and at your risk from the time we deliver the products to the address you gave us, or you collect them from us.

7.18 When you own the products. You own the products once we have received payment in full.

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 and install them for you, for example, the colours required, handles or other product specifications. If so, this will have been stated in the description of the products on the order confirmation form. We will contact you to ask for this information. We also require you to advise us if the building in which the products are to be installed is a listed building (or has similar status) or requires any specific building consents or authorisations. You must supply us with evidence that our plans have been approved by the relevant authority if required. 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 either end the contract (see clause 9.1) 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.

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

8.1 You can always end the contract for supply of a product before it has been delivered, installed, and 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 this, as described below. Of course, you always

have rights where a product is faulty or mis-described (see clause 10, "If there is a problem with the products").

8.2 What happens if you have good reason for ending the contract. If you are ending the 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 or have not been provided properly and you may also be entitled to further 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; or
- (d) you have a legal right to end the contract because of something we have done wrong (but see clause 7.11 in relation to your rights to end the contract if we deliver late.

8.3 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 8.2, 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. In the case of products which are made to your personal specification and which we are unable to resell these net costs could include the full price for these products and the cost of their storage for a reasonable period until their disposal and the cost of their disposal.

8.4 Returning 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.

## **9. OUR RIGHTS TO END THE CONTRACT**

9.1 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, for example, evidence our designs comply with listed building consent or specified permissions relating to the building in which the products are to be installed as set out in clause 7.14;
- (c) you advise us, or we discover that the building in which the products are to be installed is a listed (or similar) building or is subject to certain building consent or authorisations which we are unable to comply with in the circumstances; or

(d) you do not, within a reasonable time, allow us to deliver the products to you and install them or collect them from us.

9.2 You must compensate us if you break the contract. If we end the contract in the situations set out in clause 9.1 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.

## 10. IF THERE IS A PROBLEM WITH THE PRODUCT

10.1 How to tell us about problems. If you have any questions or complaints about the product, please contact us. You can telephone 01628 478181 or write to us at [info@mkbdesigns.co.uk](mailto:info@mkbdesigns.co.uk) Alternatively, please speak to one of our staff in-store.

10.2 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 legal 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](http://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 goods 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.**

10.3 Your obligation to return rejected products. If you wish to exercise your legal rights to reject products you must either return them in person to where you 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.

## 11. PRICE AND PAYMENT

11.1 Where to find the price for the product. The price of the product (which includes VAT) will be the price set out in the quote or order confirmation signed or agreed by you and by us. We take all reasonable care to ensure that the price of product advised to you is correct. However please see clause 11.3 for what happens if we discover an error in the price of the product you order.

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

11.3 Cost of Materials. Materials such as those purchased by us to support installation will be included in your quote or, recharged to you separately including a handling charge of fifteen percent. Where materials included in a quote exceed the included amount, we retain the right to send a supplementary recharge.

11.4 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 the order confirmation signed by you and by us, 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.

11.5 When you must pay and how you must pay. We accept payment with cash, bank transfer, cheque, debit card, credit card and AMEX. When you must pay for the products is set out in the order confirmation signed by you and by us. See clause 7.2 concerning payment of installation costs.

11.6 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 4% 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.

11.7 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 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.

## **12. OUR RESPONSIBILITY FOR LOSS OR DAMAGE SUFFERED BY YOU**

12.1 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 use reasonable care and skill, but, except as set out in clause 12.2 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.

12.2 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 goods, 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

12.3 When we may be 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.

12.4 Failure to follow instructions and guidance on use of products. We are not liable for any loss or damage you suffer as a result of your failure to follow any instructions or guidance as to the installation or usage of the products we supply to you, including any use of products in excess of any performance or load bearing specifications stated in the suppliers' or manufacturers' literature supplied to you with the products.

12.5 If you modify or adapt the products. We shall not be liable for any loss or damage you suffer as a result of any modification or adaptation of the products carried out by you or a third party (except where such third party is instructed by us to do so).

12.6 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.

### **13. HOW WE MAY USE YOUR PERSONAL INFORMATION**

We will only use your personal information as set out in our Privacy Policy. A copy of our Privacy Policy can be found on our website at [mkbdesigns.co.uk/terms](http://mkbdesigns.co.uk/terms)

### **14. OTHER IMPORTANT TERMS**

14.1 We may transfer this agreement to someone else. We may transfer our rights and obligations under these terms to another organisation. We will always tell you in writing if this happens and we will ensure that the transfer will not affect your rights under the contract.

14.2 You need our consent to transfer your rights to someone else. You may only transfer your rights or your obligations under these terms to another person if we agree to this in writing.

14.3 Nobody else has any rights under this contract. This contract is between you and us. No other person shall have any rights to enforce any of its terms. 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.

14.4 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.

14.5 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.

14.6 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.