

HEATHROW KITCHENS LIMITED

Conditions of Supply of Goods and Services

This contract ("the Agreement") is between Heathrow Kitchens Limited ("the Company") and you (the customer named on the attached Schedule).

1. Supply of Goods and Services

1.1 The Company will supply you with goods (the "Goods"), any electric or gas appliances ("the Appliances") and services ("the Services") set out in the Schedule, which you must sign as part of this Agreement, in consideration of payment by you of the sums ("the Price") set out in the Schedule.

1.2 The Company will only supply the Goods, Appliances and Services specified in the Schedule. No other work or materials will be supplied unless specifically agreed in writing by the Company.

2. Delivery and Installation

2.1 The Company will deliver and install the Goods and any Appliances at the address, which is inserted into the Schedule.

2.2 The Company will tell you approximate delivery and installation dates and shall do everything reasonable to meet those dates. However, the Company will not be liable to you if it cannot meet the approximate delivery and installation dates, where the delay is caused by any act beyond the Company's reasonable control, such as acts of God, events of force majeure and strikes by the Company's workmen or the workmen of the Company's suppliers. We will however provide you with details of alternative delivery and installation dates and agree mutually suitable dates with you.

2.3 Once the Company has notified you of the proposed installation date in writing, you must ensure that you have prepared the premises so that installation can take place within 7 days from the date of notification. You must also allow the Company's workmen to enter the address specified on the Schedule so that the Company can carry out delivery and installation of the Goods and Appliances and provide the Services.

2.4 Upon request, we will provide you with our current literature, showing the Goods and Appliances and specifying any technical or other details. The Company reserves the right to change the literature without notifying you and you agree to accept any reasonable alternatives proposed by the Company.

2.5 The Company may exercise its discretion in deciding which materials to use during the course of installation.

2.6 The Company also reserves the right to refuse to install Goods or Appliances or otherwise to provide Services in the event that unforeseen matters arise during the course of installation.

2.7 The Company cannot guarantee the length of time required for installation as this may vary and will depend upon matters, which may transpire during the course of installation.

2.8 The Company will continue to own the Goods and Appliances until the Company has received payment in full for all the Goods, Appliances and Services.

3. Payment of the Price

3.1 The Price will remain fixed for 16 weeks and the Company reserves the right to increase the installation costs if installation takes place more than 16 weeks after the date on the Schedule.

3.2 You must ensure that you have sufficient money to pay the Price at the times specified in the Schedule, which usually means a payment when you sign the Schedule, a further payment is due prior delivery of the Goods and Appliances, if any, and the final payment is usually due when the installation has been completed. This is subject to anything else specified in the Schedule.

3.3 **The Price must be paid in cash, by banker's draft or building society cheque. 7 days must be allowed for clearance of monies paid by personal cheque.**

3.4 **The Company reserves the right to charge you compound interest at the rate of 7% above the base rate of the Bank of England if you do not pay the Company on the due date(s).**

3.5 **If Goods cannot be delivered to you within 7 days of notification that the Goods and Appliances are ready, we reserve the right to charge interest on the amounts you owe us at the rate of 7% above the base rate of the Bank of England until you take delivery of the Goods and Appliances.**

3.6 **If the Company tries to deliver Goods or Appliances to your address and you are not available, the Company reserves the right to charge you a carriage fee for the wasted delivery and you may also have to pay interest at the rate of 7% above the base rate of the Bank of England if you do not pay us that amount within 7 days of our invoice for payment.**

3.7 **VAT has been calculated on the Price at the rate in force at the time of your order.**

4. Warranties

4.1 The Company warrants that the Goods and Services shall comply with the then current literature. The Company further warrants that it shall use all reasonable skill and care in the delivery and installation of the Goods and Services.

4.2 In the event that the Company does not comply with the warranties specified in Clause 4.1, the Company agrees to provide alternative Goods or Services, in accordance with this Clause 4, within a reasonable period of time. If the Company cannot provide alternative Goods or Services the Company may pay you compensation for direct, non-consequential losses in respect of any proved and agreed damage and/or loss, in accordance with Clause 5.2.

4.3 All wood and MDF products and cabinets are guaranteed for 5 years (unless it becomes discontinued) from the date of installation and, if defective, will be replaced by the Company free of charge, provided you have paid the Price in full.

4.4 Vinyl and MFC doors are guaranteed for 2-year (unless it becomes discontinued) and if defective it will be replaced by the Company free of charge provided you have paid the Price in full.

4.5 Workmanship is also guaranteed for 1 year as from the date of installation and the Company will remedy any defective workmanship within that period, provided you have paid the Price in full.

4.6 Appliances and worktops will usually have a separate manufacturer's guarantee and the Company will provide you with details of those guarantees, if any, at the time of installation. Appliances may also be subject to the manufacturer's own after sales service.

4.7 **Apart from the above, any other legal warranties or conditions, such as those contained in the Sale of Goods Act 1979, the Supply of Goods and Services Act 1992 as amended by the Sale and Supply of Goods Act 1994, or otherwise shall be wholly excluded to the full extent and in so far as permitted by law.**

4.8 In particular, the Company does not warrant the Goods will be fit for a particular purpose.

5. Indemnities

5.1 The Company will use reasonable endeavours not to damage your property during the course of delivery and installation of Goods, or supply of Services.

5.2 The Company will not generally be responsible for any damage caused to plastering, tiling or decorations, in necessitating the removal of any existing kitchen components. However, if the Company negligently or deliberately causes any damage to your property, the Company agrees to pay you for any direct, non-consequential damage up to a maximum of either £1,000 or 50% of the total Price for the Goods, whichever is the less, subject to agreement and on proof of the amount of the damage or loss suffered.

5.3 Nothing in this Agreement seeks to exclude or restrict the Company's liability for death or personal injury, save as permitted by law.

5.4 The Company will only pay any amounts under Clause 5.2, if you have paid for the Goods and Services in full.

5.5 Cancellation Charges

6.

PLEASE READ CAREFULLY. YOU MAY HAVE TO PAY THE COMPANY CANCELLATION CHARGES IF YOU CANCEL THE AGREEMENT AT ANY TIME AFTER YOU SIGN THE SCHEDULE.

6.1 **If you wish to cancel the Agreement, you will usually have to pay the Company cancellation charges to reflect the money, which the Company has lost. The Company will use reasonable endeavours to mitigate its losses, by re-selling Goods and or Appliances, but you acknowledge that this may be impossible where Goods or Appliances are bespoke.**

6.2 **Although the Company will only seek to recover its actual losses in the event of a cancellation, the cancellation charges will usually be as follows:**

6.2.1 **An administration charge of £100;**

6.2.2 **A survey fee of £150;**

6.2.3 **If manufacture of the Goods and any appliances has started the Company will charge you 50% of the Price;**

6.2.4 **If the Goods or Appliances have been manufactured the Company will charge you 85% of the Price.**

7. General

7.1 All the terms of the Agreement between you and the Company are contained in this Agreement and the Schedule and no variations will bind either you or the Company unless the variation is made in writing and signed by both you and a director of the Company.

7.2 If the Company does not enforce its rights under this Agreement, the Company reserves the right to enforce those rights at a later date at the sole discretion of the Company.

7.3 For the avoidance of doubt any reference to any Act, statute or other statutory instrument within this Agreement shall include any re-enactments, modifications or updates. Any reference to the singular shall also include the plural and vice versa, save where expressly stated to the contrary. The headings used in this Agreement are for ease of reference only and shall not affect the interpretation or construction. If any clause is found to be unenforceable, the clause shall be severed and the parties shall use reasonable endeavours to substitute an enforceable clause, without affecting the rest of this Agreement.

8. Applicable Law

8.1 This Agreement will be subject to English Law and you and the Company agree to submit to the non-exclusive jurisdiction of the English courts.