



TERMS AND CONDITIONS OF SALE

YOUR CONTRACT OF SALE IS MADE UNDER THE FOLLOWING TERMS AND CONDITIONS. PLEASE READ THEM CAREFULLY AND RETAIN A COPY FOR YOUR RECORDS.

THIS CONTRACT DOES NOT AFFECT YOUR STATUTORY RIGHTS.

PARTIES TO THIS CONTRACT

This contract is between you the purchaser and MOULTON KITCHENS LTD.

MOULTON KITCHENS NORTHAMPTON is the trading name of MOULTON KITCHENS LTD.

MOULTON KITCHENS LTD. is a private limited company, registration number 10060783, VAT registration number 242135345.

In these conditions 'YOU' and 'YOUR' means the person or company placing the order. 'WE', 'OUR' and 'US' means MOULTON KITCHENS LTD.

'THEM' or 'THEY' means a third party supplier or individual and will be specifically identified within the relevant clause or clauses.

'QUOTATION' or 'ESTIMATE' refers to an approximate price provided by us to you based on your initial requirements and may be subject to change prior to the point of sale, signified by the transfer of monies by you to MOULTON KITCHENS LTD. as deposit.

PRODUCTS AND SERVICES SUPPLIED

1. KITCHEN UNITS

- The products to be supplied are specified within the contract of sale.
- Where possible, specifications for size, specification and construction of products are shown therein.

2. APPLIANCES:

- MOULTON KITCHENS LTD. do not currently recommend or endorse any specific supplier or model of kitchen appliances. However, we do supply a number of appliances by various manufacturers 'without prejudice'.
- During the quotation process MOULTON KITCHENS LTD. may have listed a number of options in relation to your kitchen appliances; these are based on the price framework established with you and are in no way a specific endorsement of the third party supplier.
- You are not required to purchase your appliances from MOULTON KITCHENS LTD.
- MOULTON KITCHENS LTD. and their installers reserve the right to refuse to fit any third party or used appliance in the event that concerns regarding the safety of the appliance or its installation are raised by MOULTON KITCHENS LTD. or any installer working with or on behalf of MOULTON KITCHENS LTD.
- In the event that a safety concern is raised by MOULTON KITCHENS LTD. during the removal of an existing appliance, additional services or safety checks may be required by accredited professionals prior to the continuation of installation.
- In the event of 2(e) above all costs will be met by the purchaser.
- Any gas/electrical appliances to be supplied and installed by MOULTON KITCHENS LTD. will be specified on the contract of sale; including make, colour and model number.
- In the event that a specified appliance becomes unavailable to MOULTON KITCHENS LTD. we reserve the right to source an alternative product with the same or similar specification and cost which may or may not be from the same supplier.
- In the event of 2(h) above MOULTON KITCHENS LTD. will take all reasonable steps to inform you of any changes in procurement in advance of placing an order with a third party supplier.

3. ADDITIONAL PRODUCTS AND SERVICES

- Any additional work or items must be clearly specified and indicated on the contract.
- If your decision to purchase any product from MOULTON KITCHENS LTD. is based on a specific reason, condition or agreement this should be clearly indicated on the contract. Any verbal agreement with MOULTON KITCHENS LTD. may not be legally binding.

4. PRICE

- The price of the kitchen, including any additional panels, fillers, integrated storage solution and appliances is listed on the contract order form.
- Any alterations required by you once your order has been placed may attract an additional cost and must be requested in writing.
- Any offers must be clearly stated on the contract order at the time of sale. If not specified within the contract order and signed by both parties, MOULTON KITCHENS LTD. reserve the right not to honour any verbal agreement.

5. VALUE ADDED TAX (VAT)

- VAT is payable on all items supplied by MOULTON KITCHENS LTD. and/or any VAT registered third party where applicable.
- VAT will be shown on your contract of sale at the appropriate rate where applicable.
- MOULTON KITCHENS LTD. is registered for VAT, registration number 242135345.

6. VARIATIONS TO YOUR ORDER

- Variations to your order must be requested in writing and agreed by both parties.
- The price of your order may be affected by any material changes requested by you or agreed by us following payment of your deposit.

7. SURVEY

- Following an initial visit from a consultant or representative of MOULTON KITCHENS LTD. a further survey may be conducted by an installer in advance of your final quotation.
- During the installation survey an installer will check the validity of the kitchen installation design and plan.
- The installer will also examine the property to ensure that the kitchen can be installed safely.
- Surveys may also be required for any additional building alterations, electrical installation or alteration and plumbing installation or alteration.
- Surveys conducted for specialist work may be carried out by specialists qualified to industry standards for their trade.
- Where 7(d) and/or 7(e) above apply, MOULTON KITCHENS LTD. will meet the cost of additional surveys by specialist trades.
- Following the survey, you will be given a programme of installation which will outline the stages of kitchen installation at your property.
- Wherever possible MOULTON KITCHENS LTD. will advise you in advance of the temporary loss of services, including mains water supply, electrical supply and gas supply to your property and an estimate of how long the services will be unavailable.
- MOULTON KITCHENS LTD. reserves the right to cancel in the event of previously unseen structural or logistical difficulties identified during the survey.

8. SPECIALIST WORK SURFACES

- Solid wood or laminate work surfaces are supplied and installed by MOULTON KITCHENS LTD. installers.
- Other specialist surfaces, including Quartz, Glass, Granite, Corian, Concrete or any other specialist composite material will be supplied and installed by a third party and are classed as a bespoke product.
- Items specified in 8(b) above require specialist templating following installation of the kitchen units.
- Specialist work surfaces take 5-10 working days to manufacture and deliver following templating.

- Occasionally, specialist surfaces may take up to 28 days from the point of templating. In these circumstances MOULTON KITCHENS LTD. will supply you with loose fitted temporary surfaces at no additional cost.
- Prices given during initial quotation for specialist surfaces are estimates and may be subject to additional charges following templating.
- In the event of 8(f) above reasonable notice will be given to you by MOULTON KITCHENS LTD. and a written explanation of any additional costs will be provided.

9. THIRD PARTY APPROVAL

- If the contract is subject to a loan from a bank, building society or finance company and or subject to any other third party approval including (but not limited to) approval from a local authority, landlord or leaseholder etc. then this agreement will become effective upon receiving written approval from them.

10. WARRANTY

- All appliances are provided with a standard manufacturer's warranty and where relevant the manufacturer's after sales service. Any issues with appliances must be lodged with manufacturers by you. MOULTON KITCHENS LTD. are not liable for appliances.
- MOULTON KITCHENS LTD. will not register any appliance with any manufacturer in order to activate additional or extended warranty features.
- We recommend that you read and understand fully all instructions and paperwork supplied with an appliance prior to first use.

11. GUARANTEE

- All Kitchen Units supplied by MOULTON KITCHENS LTD. are subject to full guarantee for 12 months.
- The guarantee covers all kitchen units, including specialist storage solutions and installations.
- Kitchen units are also covered for an additional 9 years against manufacturing faults (parts only).
- After 12 months any remedial work or alterations, even when parts items are covered by guarantee, will be subject to a call out rate for an installer to visit your home.
- MOULTON KITCHENS LTD.'s assessment of fair wear and tear in relation to points 11(a), (b), (c) and (d) above is final.

12. LIMITATIONS OF LIABILITY

- MOULTON KITCHENS LTD. shall not be liable in contract or intent for any indirect, incidental, exemplary or special damages regardless of the legal form or basis for any such damages, directly or indirectly, in connection with any claim arising out of this agreement for furnishing performance or use of any goods or services provided for herein, even if MOULTON KITCHENS LTD. has been advised of the possibility of such damages.
- The maximum liability for either party under agreement shall be limited to the amount specified on this contract for the calendar year.
- Nothing in this agreement shall exclude or limit the liability of either party's death or personal injury caused by its negligence.
- Neither you nor we are liable for any delay in the completion of the work which arises from causes beyond our control, including but not limited to; fire, flooding, civil disturbance, strike action by others, criminal damage or acts of war.
- MOULTON KITCHENS LTD. public liability insurance is provided by AXA Business Insurance; certificate number 550.074.860
- A copy of our public liability insurance certificate is available on request.

13. SITE SAFETY

- You will be provided with a schedule of works in advance of installation by MOULTON KITCHENS LTD.
- Installation sites are dangerous. MOULTON KITCHENS LTD. installers are trained and qualified to operate specialist machinery and tools which have potential to cause serious injury or death.
- During the installation you must not enter any zone or zones of your property unless requested or authorised by MOULTON KITCHENS LTD.
- During the period of installation (defined from the 'start date' to the 'finish date') you must not use or attempt to use any kitchen unit or appliance unless you are permitted to do so by MOULTON KITCHENS LTD.
- PLEASE ENSURE THAT ALL CHILDREN AND PETS ARE NOT PERMITTED ACCESS TO ANY ZONE OR ZONES OF YOUR PROPERTY OCCUPIED BY MOULTON KITCHENS LTD. FOR THE DURATION OF THE INSTALLATION PERIOD.
- INSTALLATION SITES ARE DANGEROUS PLEASE DO NOT PUT YOURSELF OR OTHERS AT RISK.**

14. DELIVERY OF GOODS AND INSTALLATION

- Delivery and installation will be made on a date or dates mutually convenient to you and MOULTON KITCHENS LTD.
- MOULTON KITCHENS LTD. will not be liable for any penalty or penalties arising from delayed delivery from third party suppliers.
- MOULTON KITCHENS LTD. will take all reasonable steps to inform you in advance of any delays.
- Any periods quoted for installation are for guidance only.
- On completion of installation you agree to check the installation for defects, marks or faults with the fitter or another representative of MOULTON KITCHENS LTD.
- Any defects, marks or faults identified in 14(g) above will be rectified by MOULTON KITCHENS LTD. at no additional cost to you.
- If further defects marks or faults are found beyond completion it will be at the discretion of MOULTON KITCHENS LTD. to offer to rectify them.
- In the event that ordered items arrive in an unsatisfactory condition they will be replaced by MOULTON KITCHENS LTD.
- In the event of 14(j) above you will be provided within 7 days with a timescale for their replacement.
- You will be provided with all relevant completion and/or compliance certificates for specialist installations, including but not limited to any installation conducted by third party trades listed in article 7(e).
- All gas installations are conducted by a registered GAS SAFE engineer.
- All electrical installation will be conducted and/or certified by an NICEIC Domestic Electrical Installer qualified with Part P of Building Regulations.

15. PAYMENT AND CANCELLATION

- Your new kitchen and appliances will be ordered by MOULTON KITCHENS LTD. prior to installation upon the receipt of your full deposit.
- Payments to MOULTON KITCHENS LTD. are staged across the installation. **They are none refundable** and are defined as:
 - FIXED DEPOSIT** – Initial fixed deposit of £1000. This is non-refundable and enables us to work with you on your schedule and surveys. Your final choices are agreed prior to payment of your full deposit below.
 - FULL DEPOSIT** – Full Deposit of 40% of the purchase price to secure your order
 - COMMENCEMENT OF WORK** – 25% of the remaining balance in advance of commencement of work.
 - DELIVERY OF KITCHEN UNITS** – 25% of the remaining balance on delivery of your new kitchen.
 - FINAL PAYMENT** – 10% of the purchase price and any other monies outstanding on completion of your installation.
- MOULTON KITCHENS LTD. shall retain ownership of the products until payment is received in full.

16. DISPUTE RESOLUTION

- We want you to be entirely satisfied with the goods and services provided by MOULTON KITCHENS LTD.
- In the event that you are dissatisfied with any element of our service please advise us as soon possible and we will take all reasonable steps to resolve your complaint.

17. **SPECIALIST FLOORING SUPPLY & INSTALLATION**
- a. MOULTON KITCHENS LTD. supply a range of flooring products in conjunction with industry approved installers.
 - b. The supply and installation of Polyflor Camaro Loc products is satisfied by MOULTON KITCHENS LTD. unless otherwise stated on the sale documents.
 - c. The supply and installation of other specialist flooring products, including but not limited to Kardean and Amtico loose lay tiles is subject to additional terms and conditions 18(d) to 18(z) below:
 - d. All materials specified in the quotation are offered subject to them remaining available at the time of order.
 - e. We assume that any ground level or sub-floors incorporate an effective damp proof membrane conforming to British Standards. We accept no responsibility for any subsequent failure of floor finishes due to excessive sub-floor moisture.
 - f. We do not work in areas that contain asbestos or asbestos products and proceed on the basis that you have checked that no asbestos is present.
 - g. Any asbestos must be removed and the area thoroughly cleaned / vacuumed prior to our attendance on site.
 - h. Should asbestos be found, our fitters are instructed to advise the person in charge of the premises and leave site immediately.
 - i. In the event of 18(h) above, we will not return until confirmation is received that all asbestos has been cleared and that the area has been cleaned in accordance with 18(g) above.
 - j. Additional charges may be incurred should our progress be impaired, or for abortive visits.
 - k. It is understood (unless specifically stated on the quotation paperwork) that no integral floor warming systems are to be incorporated in the sub-floors to which these materials are to be fixed.
 - l. We require a safe electricity supply (240 or 110 volts / 13 amps) to be made available to our operatives, free of charge to us, within the working area.
 - m. Sub-surfaces must be cleaned down prior to the arrival of our installer(s).
 - n. Areas of work must be closed to all traffic pending completion of the work and in accordance with the direction of the installer(s).
 - o. An ambient temperature of at least 18 degrees Celsius must be maintained within the work area(s) for a period of at least 3 days prior to commencement, throughout the period of installation and for at least 3 days after completion.
 - p. Costs for ensuring 18(o) above are met by the customer.
 - q. Installation will be carried out on a mutually agreed date upon payment of deposit.
 - r. Installation will be completed during one visit within normal working hours and over consecutive days save for weekends and bank holidays.
 - s. Work area(s) must be clear of all stores, equipment, furniture, appliances, etc. in advance of the commencement of work.
 - t. Additional charges may apply when 18(s) is not satisfactorily completed prior to the arrival of our installer(s).
 - u. For timber floor installations, skirting should be left off and heating systems should be switched on in accordance with 18(o) above.
 - v. Our specialist flooring supplier is insured in respect of public liability with a maximum indemnity of £5m in respect of any claim.
 - w. MOULTON KITCHENS LTD. do not accept any responsibility for claims which arise in relation to loss, damage or incident by employees or representatives of our specialist supplier(s).
 - x. In the event of 18(x) above, all claims should be passed to the specialist supplier and their details will be made available upon written request.
 - y. MOULTON KITCHENS LTD. is insured in respect of public liability to a maximum indemnity of £2m in respect of any one claim.
 - z. Unless stated specifically within your quotation the following are NOT included:
 - i. Cutting and fitting into and around floor boxes, access panels, legs, etc. Such items will be charged at additional cost to the customer.
 - ii. Mastic / Sealant to doorframes, sanitary fittings and perimeters of floor finishes.
 - iii. Sub-Floor preparation.
 - iv. Protection of completed work.
 - v. Cleaning and polishing of completed work.
 - vi. Spare materials for handing to end user.
 - vii. Adjustments to doors that may be necessary to clear new floor finished.
18. **VIDEO & STILL IMAGES**
- a. We routinely take before, during and after still images and videos of our installations. We reserve the right to make use of these images for marketing materials associated with MOULTON KITCHENS LTD. unless explicitly requested by the customer at the time of booking.
 - b. We will never advertise your name or address or the price that you paid for your kitchen or installation without first seeking your express permission. All images routinely used for marketing purposes are redacted of all personal and identifiable information.
 - c. All images taken by MOULTON KITCHENS LTD. staff or agents on their behalf are subject to copyright and remain property of MOULTON KITCHENS LTD. They may not be copied or reproduced in any way without our prior written consent.
19. **SITE AVAILABILITY / OFF PLAN**
- a. We will work with you during your kitchen design phase to agree dates that are mutually convenient for the delivery and installation of your fitted kitchen.
 - b. Upon receipt of your full deposit your delivery date and final choices will be confirmed in writing AND CANNOT BE CHANGED.
 - c. For customers working 'off plan'; it is your responsibility to ensure that the site is available and clear from all other work / contractors in advance of delivery of your new kitchen furniture.
 - d. We will not be held responsible for any damage / disruption / delay caused by the presence of other contractors on site.
 - e. If you are unable to receive delivery and provide access for us to start work on the agreed date, additional charges for storage of your furniture are applied on a weekly basis and charged at £250 + VAT per week.
 - f. In the event of 19(e) above, we cannot guarantee a new installation date until the site has been inspected and approved for installation work to commence.
 - g. We cannot guarantee a future installation date and will not be held liable for any costs encountered by you or your suppliers in the event of delay.
 - h. We will accommodate a new installation date as soon as possible and inform you of that date at the time of re-booking.
 - i. In the event of further delay, these terms and conditions remain applicable.
 - j. Please be aware that we are booked several months in advance for installations and cannot accommodate short notice changes to schedules.
 - k. Please do everything that you can to ensure that the site is ready for delivery and installation to commence.
 - l. Sites are deemed ready for installation by us during your pre-installation site survey and our decision is final.
20. **YOUR CONTRACT WITH US**
- a. Payment of your full deposit is deemed as acceptance of these terms and conditions of sale.
 - b. Please ensure that you have read and understood this document fully in advance of your purchase.