



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. FROM TIME TO TIME THESE TERMS MAY BE UPDATED IN ACCORDANCE WITH CHANGES TO LEGISLATION.

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 and THE BARN BY MOULTON KITCHENS are trading names 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. FITTED FURNITURE

- a. The products to be supplied are specified during the design process and summarised within the contract of sale.
- b. Where possible; specification and construction of products are shown therein, generally within the first page of your quotation paperwork.
- c. Due to the quantity of furniture items within the quotation, they will be summarised as 'Kitchen Furniture', 'Utility Furniture' etc.
- d. Your kitchen designer will identify and check every furniture item with you on screen (and demonstrate available items in the showroom) during your specification meeting, prior to payment of your full deposit.
- e. Payment of your full deposit is deemed as agreement by you that your furniture items meet your requirements.
- f. A full list of furniture quoted can be provided on request.

2. APPLIANCES:

- a. MOULTON KITCHENS LTD. do not currently recommend or endorse any specific supplier or model of kitchen appliances. However, we do supply several appliances by various manufacturers 'without prejudice'.
- b. During the quotation process MOULTON KITCHENS LTD. may have listed several 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.
- c. You are not required to purchase your appliances from MOULTON KITCHENS LTD.
- d. 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.
- e. In the event of 2c. (above), MOULTON KITCHENS LTD. will charge a fixed unboxing and installation fee of £45 + VAT per appliance in addition to your quoted installation price.
- f. If 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.
- g. In the event of 2(f) above all costs will be met by the purchaser.
- h. Any gas/electrical appliances to be supplied and installed by MOULTON KITCHENS LTD. will be specified on the contract of sale, including make, and model number.
- i. If 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.
- j. In the event of 2(i) 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

- a. Any additional work or items must be clearly specified and indicated on the contract.
- b. Verbal agreements cannot and should not be relied upon by either party.
- c. 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.
- d. Any verbal agreement with MOULTON KITCHENS LTD. may not be legally binding.
- e. If you would like us to clarify any specific item or condition of purpose on your quotation, then please ask your designer and they will be happy to assist.

4. PRICE

- a. The price of the kitchen/bedroom/home office furniture required to complete your project is listed on the finalised quotation.
- b. Any alterations required by you once your order has been placed may attract an additional cost and must be requested in writing.
- c. Any offers must be clearly stated on the quotation at the time of sale. If not specified within the quotation, MOULTON KITCHENS LTD. reserve the right not to honour any verbal agreement.
- d. Offers or discounts are based on a completed contract between MOULTON KITCHENS LTD. and you.
- e. Ownership or the benefit of any discounts / discounted items / goodwill is passed to you upon satisfactory payment of your final balance and completion of the contract.
- f. A product will be your responsibility from the time we deliver the product to the address you gave us.
- g. If you are a consumer, you own products once we have received payment in full.
- h. 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 to you, 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 end the contract, refund you any sums you have paid and require the return of any products provided to you.

5. VALUE ADDED TAX (VAT)

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

6. VARIATIONS TO YOUR ORDER

- a. Variations to your order must be requested in writing and agreed by both parties.
- b. Any penalties (for change), re-stocking or other additional costs in relation to 6(a) will be met by you, the purchaser.

- c. 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**
- a. Following an initial visit from a consultant or representative of MOULTON KITCHENS LTD. a further survey may be conducted by an installer or other specialist contractor (e.g. electrician, plumber, flooring contractor, builder, etc.) in advance of your finalised quotation.
 - b. During the installation survey we will check the validity of the kitchen installation design and plan.
 - c. We will also examine the property to ensure that the kitchen can be installed safely.
 - d. Surveys may also be required for any additional building alterations, electrical installation or alteration and plumbing installation or alteration.
 - e. Surveys conducted for specialist work may be carried out by specialists qualified to industry standards for their trade.
 - f. Where 7(d) and/or 7(e) above apply, MOULTON KITCHENS LTD. will meet the cost of additional surveys by specialist trades unless specified elsewhere.
 - g. If your property requires a structural survey, then visits are charged per visit and invoiced to you.
 - h. Structural surveys may attract additional costs, notified to and payable by you, if calculations and/or drawings are required for work to commence.
 - i. Following the survey, you will be given a programme of installation which will outline the stages of installation at your property.
 - j. 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.
 - k. MOULTON KITCHENS LTD. reserves the right to cancel your project in the event of previously unseen structural or logistical difficulties identified during the survey.
 - l. In the event of 7(k) MOULTON KITCHENS LTD. reserves the right to retain your initial fixed deposit (£1000.00) as payment towards services rendered to date.
8. **SPECIALIST WORK SURFACES**
- a. Solid wood or laminate work surfaces are supplied and installed by MOULTON KITCHENS LTD. installers.
 - b. 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.
 - c. Items specified in 8(b) above require specialist templating following installation of your fitted furniture.
 - d. Specialist work surfaces take 5-10 working days to manufacture and deliver following templating.
 - e. 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 a nominal cost of £200 + VAT if required.
 - f. Prices given during initial quotation for specialist surfaces are estimates and may be subject to additional charges following final specification and/or templating.
 - g. During the specification phase of your project, you may be invited to visit one or more of our chosen worktop fabricators. Products on display may differ in price and/or specification from your previously quoted item.
 - h. In the event of 8(g), you will be advised during, or as soon as possible after the visit, of any change to your quoted price based on your final specification of work surface.
 - i. 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**
- a. 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**
- a. All appliances (including sinks and taps) are provided with a standard manufacturer's warranty and where relevant the manufacturers after sales service.
 - b. Any issues with appliances must be lodged with manufacturers by you. MOULTON KITCHENS LTD. are not liable for appliances.
 - c. MOULTON KITCHENS LTD. will not register any appliance with any manufacturer in order to activate additional or extended warranty features.
 - d. We recommend that you read and understand fully all instructions and paperwork supplied with an appliance prior to first use.
 - e. **We recommend that you register your appliances with the manufacturer as soon as possible following installation.**
11. **GUARANTEE**
- a. **All furniture supplied by MOULTON KITCHENS LTD. is subject to full guarantee for 12 months.**
 - b. The guarantee covers all units, including specialist storage solutions and installations.
 - c. Masterclass Kitchens furniture is also covered for an additional 9 years against manufacturing faults (parts only).
 - d. If you wish to lodge a claim with Masterclass Kitchens under 11(c.) then please email or telephone their customer services department.
 - e. 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.
 - f. 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**
- a. 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.
 - b. The maximum liability for either party under agreement shall be limited to the amount specified on this contract for the calendar year.
 - c. Nothing in this agreement shall exclude or limit the liability of either party's death or personal injury caused by its negligence.
 - d. 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.
 - e. MOULTON KITCHENS LTD. public liability insurance is provided by AXA Business Insurance; certificate number 550.074.860
 - f. A copy of our public liability insurance certificate is available on request.
13. **SITE SAFETY**
- a. You will be provided with a schedule of works in advance of installation by MOULTON KITCHENS LTD.
 - b. 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.
 - c. During the installation you **must not enter** any zone or zones of your property unless requested or authorised by MOULTON KITCHENS LTD.
 - d. 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.
 - e. **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.**
 - f. **INSTALLATION SITES ARE DANGEROUS PLEASE DO NOT PUT YOURSELF OR OTHERS AT RISK.**
14. **DELIVERY OF GOODS**
- a. Delivery and installation will be made on a date or dates mutually convenient to you and MOULTON KITCHENS LTD.

- b. MOULTON KITCHENS LTD. will not be liable for any penalty or penalties arising from delayed delivery from third party suppliers.
- c. MOULTON KITCHENS LTD. will take all reasonable steps to inform you in advance of any delays.
- d. Any periods quoted for installation are for guidance only.
15. **SNAGGING/DAMAGE/REMEDIAL Works**
- a. 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.
- b. Any defects, marks or faults identified and agreed in 15(a) above will be rectified by MOULTON KITCHENS LTD. at no additional cost to you.
- c. MOULTON KITCHENS LTD. will review all items raised in 15(b) and confirm or reject any work required based on their professional assessment.
- d. 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.
- e. If ordered items arrive in an unsatisfactory condition they will be replaced by MOULTON KITCHENS LTD.
- f. In the event of 15(e) above you will be provided within 7 days with a timescale for their replacement.
- g. **PLEASE NOTE:** Many of our furniture items are made, and / or painted to order. The standard MINIMUM lead time for products is 3-4 weeks from the date of order.
- h. In the event of 15(g), your kitchen may be deemed to be complete in advance of these deliveries.
- i. 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) **upon receipt of your final balance.**
- j. All gas installations are conducted by a registered GAS SAFE engineer.
- k. All electrical installation will be conducted and/or certified by a NICEIC (or equivalent) Domestic Electrical Installer qualified with Part P of Building Regulations.
- l. You accept that that installation may cause damage to decoration, plaster, floors or brickwork and, except for damage caused by our negligence, we do not carry out any remedial work/re-decoration.
- m. Where damage is caused by our negligence, we will make good such damage.
- n. Cuts or holes made during the installation process will, where possible, be made good.
- o. Floorboards removed by us will be re-fitted where reasonably possible.
- p. Any such damage arising should be notified to us within a reasonable time which we consider to be 7 working days.
- q. This does not affect your statutory rights.
16. **PAYMENT AND CANCELLATION**
- a. Your new kitchen and appliances will be ordered by MOULTON KITCHENS LTD. prior to installation upon the receipt of your full deposit.
- b. Payments to MOULTON KITCHENS LTD. are staged across the installation 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 – **THIS IS NON-REFUNDABLE**
 - FULL DEPOSIT – Full Deposit of 50% of the purchase price to secure your order – **THIS IS NON-REFUNDABLE**
 - COMMENCEMENT OF WORK – 30% of the remaining balance in advance of commencement of work.
 - DELIVERY OF KITCHEN UNITS – 20% of the remaining balance on delivery of your new kitchen
 - FINAL PAYMENT – Fixed payment of £1000 and any other monies outstanding on completion of your installation.
- c. MOULTON KITCHENS LTD. shall retain ownership of ALL products until payment is received in full.
17. **DISPUTE RESOLUTION**
- a. We want you to be entirely satisfied with the goods and services provided by MOULTON KITCHENS LTD.
- b. If 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.
- c. In the unlikely event that we are unable to resolve your complaint, we will seek to work positively and proactively with you, as set out within the guidelines of pre-action protocol for construction and engineering disputes.
- 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.
- f. Which laws apply to this contract and where you may bring legal proceedings if you are a consumer. These terms are governed by English and Welsh law, and you can bring legal proceedings in respect of the products in the English and Welsh courts. If you live in Scotland, you can bring legal proceedings in respect of the products in either the Scottish or the English and Welsh courts.
- g. Alternative dispute resolution if you are a consumer. 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 a consumer and are not happy with how we have handled any complaint, you may want to contact an alternative dispute resolution provider. In addition, please note that disputes may be submitted for online resolution to the European Commission Online Dispute Resolution platform.
18. **THE CONSUMER RIGHTS ACT 2015**
- a. If you are a consumer, we are under a legal duty to supply products that are in conformity with this contract. There is a summary of your key legal rights in relation to the products below. Nothing in these terms will affect your legal rights.
- b. 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.
- c. 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 products are faulty, then you can get an immediate refund.
 - Up to six months: if your products can't be repaired or replaced, then you're entitled to a full refund, in most cases.
 - Up to six years: if your products do not last a reasonable length of time, you may be entitled to some money back.
- d. If you wish to exercise your legal rights to reject products you must allow us, or our representative to collect them from you.
- e. Costs of collection and/or any associated storage costs will be assessed on a case-by-case basis and attributed accordingly.
19. **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 specialist flooring products, including but not limited to Kamdean, Amtico and Brampton Chase loose lay vinyl tiles is subject to additional terms and conditions 18(c) to 18(z) below:
- c. All materials specified in the quotation are offered subject to them remaining available at the time of order.
- d. 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.
- e. 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.
- f. Any asbestos must be removed, and the area thoroughly cleaned / vacuumed prior to our attendance on site.
- g. Should asbestos be found, our fitters are instructed to advise the person in charge of the premises and leave site immediately.
- h. In the event of 18(g) 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(f) above.
- i. Additional charges may be incurred should our progress be impaired, or for abortive visits.
- j. 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.
- k. 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.
- l. Sub-surfaces must be cleaned down prior to the arrival of our installer(s).
- m. Areas of work must be closed to all traffic pending completion of the work and in accordance with the direction of the installer(s).
- n. 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.
- o. Costs for ensuring 18(n) above are met by the customer.
- p. Installation will be carried out on a mutually agreed date upon payment of deposit.
- q. Installation will be completed during one or more visits within normal working hours.
- r. Work area(s) must be clear of all stores, equipment, furniture, appliances, etc. in advance of the commencement of work.
- s. Additional charges may apply when 18(r) is not satisfactorily completed prior to the arrival of our installer(s).
- t. For timber floor installations, skirting should be left off and heating systems should be switched on in accordance with 18(n) above.
- u. Our specialist flooring supplier is insured in respect of public liability with a maximum indemnity of £5m in respect of any claim.
- v. 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).
- w. In the event of 18(l) above, all claims should be passed to the specialist supplier and their details will be made available upon written request.
- x. MOULTON KITCHENS LTD. is insured in respect of public liability to a maximum indemnity of £2m in respect of any one claim.
- y. Unless stated specifically within your quotation the following are NOT included:
- Cutting and fitting into and around floor boxes, access panels, legs, etc. Such items will be charged at additional cost to the customer.
 - Mastic / Sealant to doorframes, sanitary fittings and perimeters of floor finishes.
 - Sub-Floor preparation.
 - Protection of completed work.
 - Cleaning and polishing of completed work.
 - Spare materials for handing to end user.
 - Adjustments to doors that may be necessary to clear new floor finishes.
20. **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 created and / or 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.
21. **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. At the agreed time of commencement, the site should be free from other contractors and in a clean, safe condition.
- e. We will not be held responsible for any damage / disruption / delay caused by the presence of other contractors on site.
- f. 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.
- g. In the event of 19(f) above, we cannot guarantee a new installation date until the site has been inspected and approved for installation work to commence.
- h. 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.
- i. We will accommodate a new installation date as soon as possible and inform you of that date at the tie of re-booking.
- j. In the event of further delay, these terms and conditions remain applicable.
- k. **Please be aware that we are booked several months in advance for installations and cannot accommodate short notice changes to schedules.**
- l. Please do everything that you can to ensure that the site is ready for delivery and installation to commence.
- m. Sites are deemed ready for installation by us during your pre-installation and/or your pre-delivery site survey and our decision is final.
- Your rights in respect of defective products
22. **NATURAL MATERIALS**
- a. Goods made from natural materials are likely to have variations of shade and grain.
- b. Some materials including, but not limited to, wood and painted products will mellow with exposure to sunlight and age, therefore the original appearance and condition will alter subject to these conditions.
- c. Granite, by its nature will vary in colour and appearance.
- d. Quartz worksurfaces are produced in batches and every batch has variation.
- e. In relation to points (a), (b), (c) and (d) above, these characteristics are not product faults and will not be treated as such.
- f.
23. **YOUR CONTRACT WITH US**
- a. **Payment of your initial fixed 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.
- c. 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.
- d. 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.
- e. 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 to end the contract or make any changes to these terms.
- f. These Terms and the contract supersede all prior representations, understandings and agreements between you and us and sets forth the entire agreement between you and us.