



✓ **TRADE**

✓ **D.I.Y.**

✓ **FITTED**

Sheffield Kitchen Outlet Ltd

Rawson Spring Way, Hillsborough, Sheffield S6 1PG

CO REG No – 6972595. VAT REG No – 856895359.

TEL:- (0114) 3995537. FAX:- (0114) 2325355. EMAIL:- sales@sheffieldkitchenoutlet.com

SKO LTD PAYMENT TERMS

(A) PAYMENT METHODS

1. Payment in cleared funds will be required before releasing goods from our distribution centre or warehouse. Payment by un cleared funds will be subject to a 5 to 10 day clearing period before we can release any goods.

ACCEPTED CLEARED FUNDS		
VISA DEBIT	MASTERCARD DEBIT	VISA CREDIT
MASTERCARD CREDIT	BANK TRANSFER	CASH
ACCEPTED AS UN-CLEARED FUNDS		
CHEQUE	BANKERS DRAUGHT	*B A C S

(B) DEPOSITS & PAYMENT TERMS

1. When using an un-cleared payment type as a deposit, we cannot put your order into production until the payment has cleared.
2. When using an un-cleared payment type as a balance payment, we cannot release any goods until the payment has cleared. *BACS transfers are considered cleared when the funds have cleared and shown on our bank statement.

TYPE OF ORDER OR GOODS	% DEPOSIT	% BALANCE
Full kitchen or bedroom order.	50%	50%
Part kitchen order containing 5 or more cabinets	50%	50%
Items added to an order after delivery	100%	N/A
Replacement doors or worktops	100%	N/A
Any other item or order	100%	N/A

SKO LTD DELIVERY POLICY

(A) DELIVERY DATES & TIMES

1. On ordering your goods you will be given a copy of your order form, your delivery & the type of delivery will be listed on your order along with your other goods.
2. If no delivery charge is itemised on your order form then your goods will be for collection from our warehouse only.
3. When placing your order you will be given a date for delivery, this date will be shown in the delivery date section of your order form.
4. Any times given for delivery are approximate only and times may change due to varying circumstances like traffic and other prior deliveries.

5. It is the customer's responsibility to take note of the delivery date on your order and be present for your agreed delivery, at the address you have provided. We will try to contact you by telephone prior to your delivery, but if we cannot make contact, your delivery will still take place on your agreed date.
6. We may need to rearrange your delivery due to adverse weather conditions at either our or your location.

(B) ACCESS AND PREPARING FOR YOUR DELIVERY

1. It is the customer's responsibility to prepare for your delivery, ensuring that we have unrestricted and clear access to the front of your property, that our path to your property is safe, clear and free from any obstructions.
2. If you have opted for a 2 man delivery then we will bring your goods into a downstairs room of your choice. This service is offered at the customer's own risk. SKO Ltd will not accept liability or any claim for accidental damage to possessions, property or vehicles at your property.

(C) FAILED DELIVERIES

1. You can arrange or cancel any delivery by giving us 24hrs notice. If you decide to collect your goods, your delivery charge will be credited from your order with no penalty.
2. We cannot offer a refund or credit for failed deliveries due to circumstances set out in sections (A.5) or (B.1) of our delivery policy, or section (A.1) of our payment terms. A redelivery charge will be applied to your order if you cannot collect your goods.
3. Any further delivery charges to any order will not qualify for any discount originally applied to your failed delivery.

(D) DELIVERY CHARGES

1. All our delivery charged are calculated in miles from **S6 1PG** to your chosen delivery address using **GOOGLE MAPS** to calculate the distance.

FULL KITCHEN - 2 MAN DELIVERY INTO A DOWNSTAIRS ROOM		
CODE - DEL1	2 MAN DELIVERY UP TO 50 MILES FROM S6 1PG	£80 + VAT
CODE - DEL2	2 MAN DELIVERY UP TO 100 MILES FROM S6 1PG	£120 + VAT
CODE - DEL3	2 MAN DELIVERY UP TO 150 MILES FROM S6 1PG	£170 + VAT
CODE - DEL4	2 MAN DELIVERY UP TO 200 MILES FROM S6 1PG	£200 + VAT
CODE - N/A	2 MAN DELIVERY OVER 200 MILES FROM S6 1PG	£ P.O.A
OTHER ITEMS LOCAL ONLY - 2 MAN DELIVERY INTO A DOWNSTAIRS ROOM		
CODE - DEL5	2 MAN DELIVERY UP TO 20 MILES FROM S6 1PG	£30 + VAT
KERBSIDE DELIVERIES - 1 MAN DELIVERY OUTSIDE PROPERTY		
CODE - DEL6	1 MAN DELIVERY UP TO 20 MILES FROM S6 1PG	£20 + VAT
CODE - DEL7	1 MAN DELIVERY UP TO 50 MILES FROM S6 1PG	£50 + VAT

SKO LTD RETURNS POLICY – (RETAIL STORE SALES ONLY)

IMPORTANT – Ensure your installer reads and understands the following returns policy.

- (A) **STOCK ITEMS** (items marked as best value stock items in our product guide) – These items cannot be returned unless:-
1. The product is returned to our head office within 7 days of delivery subject to authorisation from our aftersales team.
 2. The product is clean, unused, with ALL its original packaging.
 3. The product has a defect or is not as described.
 4. The product is found to be damaged, all sections (D) Damaged goods apply.
- (B) **NONE STOCK ITEMS** – These items cannot be returned unless:-
1. The product is returned to our head office within 7 days of delivery subject to authorisation from our aftersales team.
 2. The product is clean, unused, with ALL its original packaging.
 3. The product has a defect or is not as described.
 4. The product is found to be damaged, all sections (D) Damaged goods apply.
 5. In the event we give authorisation to return a none stock item, we may pass on re stocking charges of up to 30% of the goods sale price.
- (A) **CABINETS & OTHER MADE TO MEASURE ITEMS** - These items cannot be returned unless:-
1. The product has a defect or is not as described.
 2. The product has damage, is within 7 days of delivery & no installation attempt has been made.
 3. Where a mistake has been made by a member of our design team we will offer a larger or smaller cabinet, of the same type, free of charge.
 4. The product is found to be damaged, all sections of (D) Damaged goods apply.
- (B) **DAMAGED GOODS** – Damaged goods cannot be returned unless:-
1. Damage has been notified within 7 days of delivery.
 2. Damaged items will only be credited or exchanged once returned to us, along with ALL its original packaging for inspection.
 3. The goods are in any original packaging in a clean, and undamaged (unless damaged packaging is reported on delivery).
 4. No fixings have been fitted to, or any attempt has been made to install the item.
 5. By attempting to install any product or goods you are accepting they are free from damage.
 6. Any damage that was visible, including packaging was not reported within 24 hours of delivery.
 7. Any protective film must be removed from any product before attempting to install them.
- (C) **APPLIANCES**
1. If any fault is discovered please contact our customer service team in the 1st instance, we need to rule out user or installation error, we may arrange an engineer to check the installation.
 2. If an appliance is found to be faulty within 28 days of delivery we may offer a replacement.
 3. If an appliance is found to be faulty after 28 days of delivery we will offer a repair.
 4. Any appliance is found to be damaged all sections of (D) Damaged goods apply.
- (D) **WORK SURFACES**
1. Our delivery team will ask you to visually inspect worktops for any clear signs of damage on delivery, damage clearly visible must be reported on deliver and is not covered under section (D.1) of our returns policy.
 2. Before cutting or installing any work surfaces it is your responsibility to check for any less visible damage or any visible defects. Once a worktop has been cut or installed we cannot accept any claim for damage or installation costs.

Please report any damage, defects or returns to our aftersales team:-

E-mail:- care@skokitchens.com / Phone:- (0114) 3995537

TERMS AND CONDITIONS OF BUSINESS (RETAIL)

1 Interpretation

1.1 In these Conditions the following definitions apply:

Business Day	means a day excluding Saturday, Sunday and public holidays
Buyer	means the person(s) or firm who purchases Goods from the Seller;
Conditions	means the terms and conditions set out in this document;
Contract	means the agreement between the Seller and the Buyer for the sale and purchase of Goods incorporating these Conditions;
Delivery Location	means the address for delivery of the Goods as set out in the Order;
Force Majeure	means an event or sequence of events beyond a party's reasonable control preventing or delaying it from performing its obligations under the Contract including (but not limited to) an act of God, fire, flood, lightning, earthquake or other natural disaster; war, riot or civil unrest, strike, lockout or boycott or other industrial action; interruption or failure of supplies of power, fuel, water, transport, equipment or telecommunications service; or material required by for performance of the Contract, except any party's failure to pay shall not be an event of force majeure in any event;
Goods	means the goods and other deliverables set out in the Order and to be supplied by the Seller to the Buyer;
Intellectual Property Rights	means copyright, patents, know-how, trade secrets, trade marks, trade names, design rights, rights in get-up, rights in goodwill, rights in confidential information, rights to sue for passing off, chip topography rights, mask works, utility models, domain names and all similar rights and, in each case: (i) whether registered or not, (ii) including any applications to protect or register such rights, (iii) including all renewals and extensions of such rights or applications, (iv) whether vested, contingent or future, (v) to which the Seller is or may be entitled and (vi) in whichever part of the world existing;
Order	means the Buyer's order for the Goods from the Seller set out in the Order
Seller	means Sheffield Kitchen Outlet Limited, company number 06972595 trading from Rawson Spring Way, Hillsborough, Sheffield, S6 1PG
Specification	means the description or specification of the Goods set out in the Order
Value Added Tax or VAT	means value added tax under the Value Added Taxes Act 1994 or any other similar sale or fiscal tax applying to the sale of the Goods.

1.2 Unless the context otherwise requires:

- 1.2.1 each gender includes the others;
- 1.2.2 the singular includes the plural and vice versa;
- 1.2.3 references to the Contract include the Conditions, the Order and its schedule (if any);
- 1.2.4 references to persons include individuals, unincorporated bodies, government entities, companies and corporations;
- 1.2.5 clause headings do not affect their interpretation;
- 1.2.6 general words are not limited by example; and
- 1.2.7 references to any legislation will be construed as a reference to that provision as amended, re-enacted or extended at the relevant time.

2 Application of these terms and conditions

- 2.1 These terms and conditions apply and form part of the Contract between the Seller and the Buyer. They supersede any previously issued terms and conditions of supply.
- 2.2 No terms or conditions endorsed on, delivered with, or contained in the Buyer's purchase order, confirmation of order, specification or other document will form part of the Contract.
- 2.3 No variation of these Conditions or to an Order, or to a quotation from the Seller will be binding unless expressly agreed in writing and executed by a duly authorised signatory on behalf of the Seller.
- 2.4 Each Order by the Buyer to the Seller will be deemed to be an offer to purchase Goods and subject to the Conditions.

- 2.5 The Seller reserves the right at all times to reject any Order, in whole or in part, at its sole discretion.
- 2.6 Any quotation by the Seller for the provision of Goods will be deemed to be:
- 2.6.1 an invitation to treat (and shall not be an offer) by the Seller to supply Goods on and subject to the Conditions; and
- 2.6.2 will be valid for 28 days only from the date of issue.
- 2.7 A Contract will be formed upon the earlier to occur of:
- 2.7.1 written acceptance by the Seller of the Buyer's Order; and
- 2.7.2 the execution of a specific written agreement by both the Seller and the Buyer.

3 Price

- 3.1 The price for the Goods will be as set out in the Order or in default of such provision will be calculated in accordance with the Seller's standard scale of charges in force on the date of formation of the Contract.
- 3.2 The price:
- 3.2.1 includes packaging where necessary, delivery will be charge in addition, and
- 3.2.2 does not include Value Added Tax.
- 3.3 The price is payable in full prior to delivery.

4 Payment

- 4.1 The Seller will invoice the Buyer for Goods, in advance of delivery
- 4.2 The Buyer will pay all invoices:
- 4.2.1 in full, without deduction or set-off other than as required by law, in cleared funds prior to delivery of the Goods, and
- 4.2.2 to the Seller's nominated bank account specified in the Order, or by cheque and or debit or credit card.
- 4.3 Where sums due hereunder are not paid in full by the due date:
- 4.3.1 the Seller may, without limiting its other rights, charge interest on such sums at two % a year above the base rate of HSBC Bank from time to time in force, and
- 4.3.2 interest will accrue on a daily basis, and apply from the due date for payment until actual payment in full, whether before or after judgment.
- 4.4 VAT will be charged by the Seller and paid by the Buyer at the then-applicable rate.

5 Credit limit

- 5.1 The Seller may set and vary credit limits from time to time and withhold all further supplies if the Buyer exceeds such credit limit.

6 Delivery

- 6.1 The Goods will be:
- 6.1.1 delivered by or for the Seller to the Delivery Location on the date[s] specified in the Order, or
- 6.1.2 made available for collection by the Buyer at the Seller's premises set out in the Order. The Buyer will collect the Goods within the period specified in the Order.
- 6.2 The Goods will be deemed delivered:
- 6.2.1 if delivered by or for the Seller under clause [6.1.1], on completion of unloading of the Goods at the Delivery Location;
- 6.2.2 if collected by the Buyer under clause [6.1.2], on completion of loading at the Seller's premises.
- 6.3 The Goods may be delivered by instalments. Any delay in delivery or defect in an instalment will not entitle the Buyer to cancel any other instalment.
- 6.4 Each delivery of the Goods will be accompanied by a delivery note stating:
- 6.4.1 the date of the Order;
- 6.4.2 the relevant Buyer and Seller details;
- 6.4.3 the product numbers and type and quantity of Goods in the consignment;
- 6.4.4 any special handling and other instructions;
- 6.4.5 whether any packaging material is to be returned (in which case the Buyer will, at the Seller's option, return them to the Seller or make them available for collection by the Seller at a time specified by the latter, and in either case at the Seller's expense).
- 6.4.6 The Seller will use its reasonable endeavours to meet delivery dates but such dates are approximate only, and time of delivery is not of the essence.
- 6.5 The Seller will not be liable for any delay in or failure of delivery caused by:
- 6.5.1 the Buyer's failure to: (i) make the Delivery Location available, (ii) prepare the Delivery Location in accordance with the Seller's instructions as required for delivery of the Goods or (iii) provide the Seller with adequate instructions, for delivery or otherwise relating to the Goods;
- 6.5.2 the Buyer's failure to collect the Goods from the Seller's premises, or
- 6.5.3 an event of Force Majeure.
- 6.6 If the Buyer fails to accept delivery of or collect the Goods as provided in clause [6.1.1] or [6.1.2] on the date or within the period set out in the Order:
- 6.6.1 the Seller will store and insure the Goods pending delivery and prior to any re-delivery, and the Buyer will pay reasonable storage and insurance charges.
- 6.7 If, 28 Business Days after the due date for delivery or collection, the Buyer has not taken delivery of or collected them, the Seller may resell or otherwise dispose of the Goods. The Seller will:
- 6.7.1 deduct storage charges at the Seller's then-applicable rate and reasonable costs of resale; and
- 6.7.2 The Seller will invoice the Buyer for any shortfall of the resale price below, the price paid by the buyer for the Goods.

7 Title and risk

- 7.1 Risk in the Goods will pass to the Buyer on completion of delivery under clause 6.1.
- 7.2 Title to the Goods will pass to the Buyer once the Seller has received payment in full for the Goods.
- 7.3 Should the Buyer pay by cheque Title will pass to the Buyer once the Seller is in clear funds.
- 7.4 Until title to the Goods has passed to the Buyer, the Buyer will:
- 7.4.1 hold the Goods as bailee for the Seller;
- 7.4.2 store the Goods separately from all other material in the Buyer's possession;
- 7.4.3 take all reasonable care of the Goods and keep them in reasonable condition;
- 7.4.4 insure the Goods: (i) with a reputable insurer (ii) from the date of delivery (iii) against all risks (iv) for an amount at least equal to the Price (v) noting the Seller's interest on the policy;
- 7.4.5 ensure that the Goods are clearly identifiable as belonging to the Seller;
- 7.4.6 not remove or alter any mark on or packaging of the Goods;
- 7.4.7 inform the Seller as soon as possible if it becomes subject to any of the events set out in clause [14.1];
- 7.4.8 provide the Seller such information concerning the Goods as the Seller may request from time to time.
- 7.5 If, at any time before title to the Goods has passed to the Buyer, the Buyer informs the Seller, or the Seller reasonably believes, that the Buyer has or is likely to become subject to any of the events specified in clause [14.1], the Seller may:
- 7.5.1 require the Buyer to redeliver the Goods to the Seller; and
- 7.5.2 if the Buyer fails to do so promptly, enter any premises where the Goods are stored and repossess them.

8 Warranty

- 8.1 The Seller warrants that, for a period of 5 years from delivery in respect of any cabinets and a manufacturers guarantee will be provided to appliances sold (the **Warranty Period**), the Goods will:

- 8.1.1 conform in all material respects to their description and to any applicable Specification;
- 8.1.2 be free from material defects in design, material and workmanship;
- 8.1.3 be of satisfactory quality within the meaning of the Sale of Goods Act 1979, as amended.
- 8.1.4 be fit for any purpose set out in the Order.
- 8.2 The Seller will, at its option, repair, replace or refund the price of defective Goods, provided that and subject to clause 8:
- 8.2.1 the Buyer informs the Seller in writing during the Warranty Period and promptly within 7 business days discovery that some or all of the Goods do not comply with clause 8.1;
- 8.2.2 the Buyer gives the Seller a reasonable opportunity to examine the defective Goods;
- 8.2.3 the Buyer returns the defective Goods to the Seller at the Seller's expense.
- 8.3 The Conditions will apply to any Goods repaired or replaced under clause 8.2.
- 8.4 The Seller will not be liable for any failure of the Goods to comply with clause 8.1:
- 8.4.1 where such failure arises by reason of fair wear and tear that could be expected to arise in the normal course of use of the Goods, wilful damage, negligence, or abnormal working conditions;
- 8.4.2 to the extent caused by the Buyer's failure to comply with the Seller's instructions as to: (i) storage, installation, commissioning, use or maintenance of the Goods, or (ii) good practice in relation to the storage, installation, commissioning, use or maintenance of the Goods;
- 8.4.3 to the extent caused by the Seller following any design or specification or requirement of the Buyer in relation to the Goods;
- 8.4.4 where the Buyer repairs or alters any Goods without the Seller's prior written agreement; or
- 8.4.5 Where the Buyer uses any of the Goods after notifying the Seller that it does not comply with clause 8.1.
- 8.4.6 The Seller will not be liable for any damage caused to the Goods during installation.
- 8.5 Except as set out in this clause 8:
- 8.5.1 the Seller gives no warranty in relation to the Goods ; and
- 8.5.2 will be under no liability for their failure to comply with the warranty in clause 8.1.
- 9 Obligations of the Buyer**
- 9.1 The Buyer will:
- 9.1.1 place all Orders on the terms of the Conditions and ensure that their contents are complete and accurate;
- 9.1.2 ensure that any part of the Specification which it provides is complete and accurate and contains all information the Seller may require;
- 9.1.3 co-operate fully with the Seller in relation to delivery or collection of the Goods;
- 10 Liability**
- 10.1 The Seller does not exclude its liability:
- 10.1.1 for death or personal injury caused by its negligence; or
- 10.1.2 for breach of the terms implied by s 12 of the Sale of Goods Act 1979 and by s 2 of the Supply of Goods and Services Act 1982;
- 10.1.3 for defective products under the Consumer Protection Act 1987; or
- 10.1.4 for fraud or fraudulent misrepresentation.
- 10.2 The Seller will not be liable for any damage caused to the Buyers property as a result of the delivery of the Goods.
- 10.3 Neither party will be liable for:
- 10.3.1 loss of data or use
- 10.3.2 any form of indirect, consequential or special loss, or
- 10.3.3 any loss of or failure to realise expected profit, revenue or savings or any other form of pure economic loss, whether any such loss is direct or indirect, and, in each case, however arising.
- 10.4 Other than as set out above, the Seller limits its liability (however arising) in respect of or in connection with the Goods, and otherwise in connection with this Agreement, to the total price of Goods
- 10.5 The Goods are purchased on a 'made to order' basis and therefore no refund will be given unless in accordance with Clause 10 of this Agreement
- 11 Third Party Intellectual Property Rights infringement**
- 11.1 The Seller will defend or, at its option, settle any action brought against the Buyer arising from any claim that the use of the Goods by the Buyer in accordance with the Contract infringes any third party Intellectual Property Right, and indemnify the Buyer against all reasonable costs and expenses incurred by the Buyer in connection with such claim.
- 11.2 The Seller's obligations under clause [11.1] will not apply to Goods modified or used by the Buyer other than in accordance with the Conditions. The Buyer will indemnify the Seller against all reasonable costs and expenses incurred by the Seller in connection with any claim arising from such modification or use.
- 11.3 The Seller's obligations under clause [11.1] are conditional on the Buyer:
- 11.3.1 promptly advising the Seller in writing of any claim or action;
- 11.3.2 making no admission as to, or settlement or compromise of any claim or action without the Seller's prior written consent;
- 11.3.3 giving the Seller sole conduct of any defence and any settlement negotiations, and
- 11.3.4 co-operating fully with the Seller and providing the Seller with all reasonable assistance in the defence or settlement of such claim or action.
- 11.4 The Buyer's reasonable costs of compliance with clauses [11.3.3] and [11.3.4] will be paid by the Seller.
- 11.5 The provisions of this clause [11] set out the Seller's entire liability and the Buyer's sole right in respect of third party Intellectual Property Rights infringement claims.
- 12 Force Majeure**
- 12.1 A party will not be liable if delayed in or prevented from performing its obligations due to Force Majeure, provided that it:
- 12.1.1 promptly notifies the other of the Force Majeure event and its expected duration; and
- 12.1.2 uses reasonable endeavours to minimise the effects of that event.
- 12.2 If, due to Force Majeure, a party:
- 12.2.1 is or will be unable to perform a material obligation; or
- 12.2.2 is delayed in or prevented from performing its obligations for a continuous period exceeding a total of more than [60] days in any Year;
- The parties will, within [30] days, renegotiate the Agreement to achieve, as nearly as possible, the original commercial intent.
- 13 Termination**
- 13.1 The Contract may be terminated forthwith at any time by the Seller on written notice to the Buyer if:
- 13.1.1 the Buyer commits a material breach, or series of breaches resulting in a material breach, of the Contract and such breach is not remediable or is not remedied within [15] days of written notice to do so;
- 13.1.2 the Buyer suspends or threatens to suspend payment of its debts, or is unable to pay its debts as they fall due;
- 13.1.3 the Buyer (a) negotiates with its creditors for rescheduling of its debts, (b) makes a proposal to or compounds with its creditors in respect of its debts or (c) makes an application to court for protection from its creditors generally;
- 13.1.4 the Buyer passes a resolution for winding-up or for the appointment of an administrator, or a liquidator or administrator is appointed in relation to the other, or a winding-up order is made in relation to the other;
- 13.1.5 a receiver or administrative receiver may be or is appointed in relation to the Buyer or any of its assets;
- 13.1.6 any creditor of the Buyer attaches, takes possession of, or any distress, execution or similar process is levied or enforced against, all or any part of the Buyer's assets, and such attachment or process is not discharged within [14] days;

- 13.1.7 the Buyer takes or suffers any action similar to any of the above in any jurisdiction;
- 13.1.8 there is a material change in the management, ownership or control of the Buyer;
- 13.1.9 the Buyer suspends trading, ceases to carry on business, or threatens to do either;
- 13.1.10 the Buyer, (being an individual) dies or ceases to be capable of managing his own affairs; or
- 13.1.11 the Buyer is subject to an event of Force Majeure under clause [13].
- 13.2 In addition to its rights under clause 14.1 the Seller may terminate this Agreement at any time [by giving 15 days' written notice to the Buyer if the Buyer has failed to pay any amount due under the Contract;
- 13.3 On termination of the Contract for any reason:
- 13.3.1 the Buyer will within 30 Business Days pay all invoices of the Seller then outstanding and not disputed in good faith;
- 13.3.2 the Seller will, within 14 Business Days, invoice the Buyer for all Goods delivered or provided but not yet invoiced and the Buyer will pay such invoice within a further 14 Business Days (unless the invoice is disputed in good faith);
- 13.3.3 Buyer will forthwith return any materials of the Seller then in its possession or control; if it fails to do so, the Seller may enter onto any premises owned by or under the control of the Buyer and take possession of them;
- 13.3.4 the accrued rights and liabilities of the parties will not be affected; and
- 13.3.5 any clause which expressly or by implication are to survive termination will do so.
- 14 General**
- 14.1 Time**
Unless stated otherwise, time is not of the essence of any date or period specified in these Conditions.
- 14.2 No set-off**
All payments by the Buyer will be made without set-off or counterclaim, free and clear of and without deduction for any tax, levy, duty, charge, or withholdings of any kind now or in the future, imposed in any jurisdiction unless a party is compelled by law to deduct or withhold any such amounts, in which case it will pay to the other such additional amount as will ensure that the other is paid the full amount it would have received but for such deduction or withholding.
- 14.3 Relationship**
The parties are independent businesses and not principal and agent, partners, or employer and employee.
- 14.4 Severability**
If any part of these Conditions is found by a court, tribunal or other administrative body of competent jurisdiction to be unenforceable or invalid for any reason, that provision is to be severed from the Conditions and the remaining provisions of the Conditions will otherwise remain in full force.
- 14.5 Notices**
Notices under this Agreement will be in writing and sent to the persons and addresses set out in the Order. They may be given, and will be deemed received:
- 14.5.1 by first-class post: two Business Days after posting;
- 14.5.2 by airmail: seven Business Days after posting;
- 14.5.3 by hand: on delivery;
- 14.5.4 by facsimile: on receipt of a successful transmission report from the correct number, and
- 14.5.5 by e-mail: on receipt of a delivery or read receipt mail from the correct address.
- 14.6 Waiver**
No delay, act or omission by either party in exercising any right or remedy will be deemed a waiver of that, or any other, right or remedy.
- 14.7 Rights of Third Parties**
This Contract is not enforceable by any third party under the Contracts (Rights of Third Parties) Act 1999 or otherwise.
- 14.8 Priority**
The terms of the Conditions prevail over those of the Order or Schedule (if any).
- 14.9 Entire Agreement**
The Contract constitutes the entire agreement between the parties in relation to its subject matter. No other terms apply.
- 14.10 Succession**
This Contract will bind and benefit each party's successors and personal representatives.
- 14.11 Governing Law & Jurisdiction**
- 14.11.1 This Contract will be governed by the law of England and Wales.
- 14.11.2 Disputes will be submitted to the exclusive jurisdiction of the courts of England and Wales.

ORDER FORM, RETURNS POLICY, DELIVERIES, PAYMENTS, TERMS & CONDITIONS.

Please confirm you have fully read and understand our terms & conditions. It is important you consider our terms prior to ordering made to measure products and special order goods including appliances. However, we do not expect you read and understand all of our policies, terms and conditions at point of ordering. Therefore after signing this agreement, we will allow 24 hours for you to cancel this agreement if you do not agree with any of these policies or terms of business.

Signed customer 1 x

Print customer 1 :-

Date:

Signed customer 2 x

Print customer 1 :-

Date: