



## Consumer Terms & Conditions Updated 1<sup>st</sup> November 2022

### Consumer Terms & Conditions of Business for Sheffield Kitchen Outlet Ltd.

These terms may have changed since you last reviewed them - Our terms and conditions last changed on **01/11/2022** and a previous copy can be found at

[www.skokitchens.com/Resources/Prev\\_SKO-Terms-Retail.pdf](http://www.skokitchens.com/Resources/Prev_SKO-Terms-Retail.pdf)

#### 1. Where to find information about us and our products

**Who we are.** We are Sheffield Kitchen Outlet Ltd a company registered in England and Wales. Our company registration number is 06972595 and our registered office is at 85 Doncaster Road, Wath-Upon-Deerne, Rotherham, S63 7DN. Our registered VAT number is 856895359.

**How to contact us.** You can contact us by telephoning our customer service team at 0114 3602755 or by writing to us at [care@skokitchens.com](mailto:care@skokitchens.com) and at our main trading address at Rawson Spring Way, Hillsborough, Sheffield, S6 1PG.

**How we may contact you.** If we have to 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

**When you buy from us you are agreeing that:**

- We only accept orders when we've checked them.
- Sometimes we reject orders.
- We charge you 50% of the total price when you order and the remaining 50% must be paid no later than 24 hours before we supply your product.
- We charge interest on late payments.
- We pass on increases in VAT.
- We're not responsible for delays outside our control.
- Products can vary slightly from their pictures.
- You are responsible for making sure your installer has ensured your measurements are accurate.
- We charge you if you don't give us information we need or do preparatory work as agreed with us or informed by us.
- If you bought over the phone or by email, you have a legal right to change your mind and however you bought you have rights under our guarantee.

- You can end an on-going contract (find out how).
- You have rights if there is something wrong with your product.
- We can change products and these terms.
- We can suspend supply (and you have rights if we do).
- We can withdraw products.
- We can end our contract with you.
- We don't compensate you for all losses caused by us or our products including but not limited to installation costs incurred by a back order.
- We use your personal data as set out in our Privacy Notice.
- You have several options for resolving disputes with us.
- Other important terms apply to our contract.
- Delays are a possibility from a third-party supplier, and we do not provide damages or compensation for this

**2. We only accept orders when we've checked them**

We will contact you via email to confirm we've accepted your order or if you are ordering goods on site we will confirm your order then provide you with an email confirmation or signed order form (as our discretion).

**3. Sometimes we reject orders**

Sometimes we reject orders, for example, because a product is unexpectedly out of stock, because a credit reference we have obtained is unsatisfactory, because we can't verify your age (where the product is age-restricted), because you are located outside the UK or our delivery areas generally or because the product was mispriced by us. When this happens, we let you know as soon as possible and refund any sums you have paid.

**4. We charge you 50% of the total price when you order and a further 50% no later than 24 hours before we supply your product**

However, for some products we take payment at regular intervals, as explained to you during the order process. For any goods ordered, you will own it once we have received payment in full.

**5. We charge interest on late payments**

If we're unable to collect any payment you owe us we charge interest on the overdue amount at the rate of 4% a year above the Bank of England base rate from time to time. This interest accrues on a daily basis from the due date until the date of actual payment of the overdue amount, whether before or after judgment. You pay us the interest together with any overdue amount.

**6. We pass on increases in VAT**

If the rate of VAT changes between your order date and the date we supply the product, we adjust the rate of VAT that you pay, unless you have already paid in full before the change in the rate of VAT takes effect.

**7. We're not responsible for delays outside our control**

If our supply of your product is delayed by an event outside our control, we contact you as soon as possible to let you know and do what we can to reduce the delay. As long as we do this, we won't compensate you for the delay (including but not limited to any installer fees you may need to pay from a result of a delay to third party products), but if the delay is likely to be substantial you can contact our Customer Service Team: **care@skokitchens.com** to end the contract and receive a refund for any products you have paid for in advance, but not received, less reasonable costs we have already incurred, for example any products already made by us at that time will be charged for. For the avoidance of doubt, third party goods may form part of the Order and the Supplier may not have control over such delivery times

**8. Products can vary slightly from their pictures**

Any samples, drawings, descriptive matter or advertising issued by us and any descriptions of the products or illustrations or descriptions of the products contained in our catalogues, brochures or on our website are issued or published for the sole purpose of giving an approximate idea of the products described in them. Please note that for all products made from natural materials, such as wood, it is not possible to guarantee the goods supplied will have the same colour, shade, pattern and/or finish as shown on the website or samples, due to the inherent nature of such materials and that they are natural materials which do vary from piece to piece. Also, we cannot guarantee to match products exactly which have been ordered at different times.

**9. You are responsible for making sure your measurements are accurate**

If we're making or supplying the product to measurements or specifications you provide, you're responsible for making sure that any chosen installer has checked and verified those measurements. Find information and tips on how to measure here on our website **<https://www.sheffieldkitchenoutlet.com/Resources/SKO-Quote-Guide.pdf>** or contact our Customer Service Team: 0114 3995537 or email **care@skokitchens.com**

If you are appointing an installer which we have recommended, they are a third party provider and your contract for install will be with that installer. All installations responsibilities are expressly excluded from this contract. If we have carried out a home survey, this is for indicative measurements only and all measurements must be checked by your chosen installer before you make an order.

We are not an installer, and you will be responsible for any install and/or measurements of the products, furthermore we accept no liability for plumbing and electrical matters and suitably

qualified, third parties advice must be sought by you before placing your order with us and to ensure that the installer has had input on the specification being agreed as part of this order.

**10. We charge you if you don't give us information we need or do preparatory work as agreed with us**

We charge you additional sums if you don't give us information we've asked for about how we can access your property for delivery or to provide services or if you don't do preparatory work for installation, as agreed with us. For example, we might need to re-deliver on another vehicle or with extra manpower or reschedule services.

Some of the preparatory work you need to do for installations is as follows:-

- (a) provide us with adequate delivery instructions
- (b) be present at the delivery address to allow us access;
- (c) you must provide reasonable access taking into account the size of the goods and relevant access points;
- (d) prepare the access and room in accordance with our instructions.

**11. Collection of Goods.** If you specify that you shall collect the products, you must collect them from our premises at Rawson Spring Way, Hillsborough, Sheffield, S6 1PG or such other location within 30 days of us telling you that they are ready to be collected, providing that you have paid the balance of the order.

**12. If you bought over the telephone or via email you have a legal right to change your mind. IF YOU HAVE SIGNED THIS CONTRACT ON OUR PREMISES, YOU DO NOT HAVE A LEGAL RIGHT TO CHANGE YOUR MIND**

**12.1 Your legal right to change your mind (if you have purchased via telephone or email).** For most of our products over the telephone via email, you have a legal right to change your mind about your purchase and receive a refund of what you paid for it. This is subject to some conditions, as set out below.

**13. When you can't change your mind. You can't change your mind about an order for:**

- services, once these have been completed;
- products sealed for health protection or hygiene purposes, once these have been unsealed after you receive them;
- goods that are made to your specifications or are clearly personalised and for the avoidance of doubt any goods which are made to order are made to your specifications and excluded; and
- goods which become mixed inseparably with other items after their delivery.

For the avoidance of doubt all our furniture are goods "that are made to your specifications".

- 14. The deadline for changing your mind (if you have purchased via telephone or email). If you change your mind about a product (if you have purchased via telephone or email) you must let us know no later than 14 days after:**
- the day we deliver your product, if it is **goods**, for example appliances but furniture is expressly excluded from this clause because all furniture we sell is bespoke. If the goods are for regular delivery (for example, a subscription), you can only change your mind after the first delivery. If the goods are split into several deliveries over different days, the period runs from the day after the last delivery. For the avoidance of doubt, this does not apply to matter which you cannot change your mind about as listed at clause 13 above, for example any furniture which is made to measure.
- 15. How to let us know.** To let us know you want to change your mind (if you have purchased via telephone or email), contact our Customer Service Team: 0114 3995537 or email **care@skokitchens.com**. You can also write to us at Sheffield Kitchen Outlet Ltd, Unit 3 Rawson Spring Way, Hillsborough, Sheffield S6 1PG.
- 16. You have to return the product at your own cost.** If your product is goods, for example, a appliances, you have to return it (and any free gifts provided with it) to us within 14 days of your telling us you have changed your mind (if you have purchased via telephone or email). [Returns are at your own cost[, unless we offered free returns when you bought the goods] OR Returns are free, as part of our goodwill guarantee]. You can:
- 17.** bring the product to one of our stores (find the one nearest to you at: **<https://www.sheffieldkitchenoutlet.com/contact>** OR by contacting our Customer Service Team: 0114 3995537 or email **care@soko.me.uk**.
- You will need your email receipt and the card you paid with.
  - send the product back to us, [using an established delivery service]. If you do this you should keep a receipt or other evidence from the delivery service that proves you have sent it and when you sent it. If you don't do this and we don't receive the goods at all or within a reasonable time we won't refund you the price. For help with returns, including our collection arrangements for goods which can't be posted, see our Returns Process: **[www.sheffieldkitchenoutlet.com/Resources/SKO>Returns-Policy.pdf](http://www.sheffieldkitchenoutlet.com/Resources/SKO>Returns-Policy.pdf)** (or contact our Customer Service Team at **care@skokitchens.com**)

18. **We only refund standard delivery costs.** We don't refund any extra you have paid for express delivery or delivery at a particular time.
19. **Services.** If you bought a service (such as designing the kitchen or any furniture) we don't refund you for the time you were receiving it before you told us you'd changed your mind. **INSTALL EXCLUDED** – please note that any contract for installation of the products from us is not a contract with us. **We do not install the Products and your contract for installation will be with a third party provider and will be governed by a separate contract for services with that third party and we accept no liability in respect of any installation.**
20. **We reduce any applicable refund if you have used or damaged a product.** If you handle the product in a way which would not be acceptable in-store, we reduce your refund, to compensate us for its reduced value. For example, we reduce your refund if the product's condition is not "as new", price tags have been removed, the packaging is damaged or accessories are missing. In some cases, because of the way you have treated the product, no refund may be due. Our Customer Service Team: **care@skokitchens.com** or by phone on 0114 3995537, can advise you on whether we're likely to reduce your refund.
21. **When and how we refund you.** If your product is a service or goods that haven't been delivered or that we're collecting from you, we refund you as soon as possible and within 14 days of you telling us you've changed your mind (if you have purchased via telephone or email). If your product is goods that you're sending back to us, we refund you within 14 days of receiving them back from you (or receiving evidence you've sent them to us). We refund you by the method you used for payment. We don't charge a fee for the refund.
22. **You can end an on-going contract (find out how)**

We tell you when and how you can end an on-going contract with us during the order process and we confirm this information to you in writing after we've accepted your order. If you have any questions, please contact our Customer Service Team: **care@skokitchens.com** or by phone on 0114 3995537, can advise you on whether we're likely to reduce your refund. You have rights if there is something wrong with your product

If you think there is something wrong with your product, you must contact our Customer Service Team: **care@skokitchens.com** or by phone on 0114 3995537, can advise you on whether we're likely to reduce your refund. We honour our legal duty to provide you with products that are as described to you on our website and that meet all the requirements imposed by law. Your legal rights are summarised below and further at the end of this document in respect of any guarantee provided. These are subject to certain exceptions. For detailed information please visit the Citizens Advice website [www.citizensadvice.org.uk](http://www.citizensadvice.org.uk). Remember too that You have several options for resolving disputes with us.

### Summary of your key legal rights

If your product is **goods**, for example Kitchen Cabinets, 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 a 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.

### 23. We can change products and these terms

**Changes we can always make.** We can always change a product:

- to reflect changes in relevant laws and regulatory requirements; and
- to make minor technical adjustments and improvements, for example to address a security threat. These are changes that don't affect your use of the product. Please note that for all products made from natural materials, such as wood, it is not possible to guarantee the goods supplied will have the same colour, shade, pattern and/or finish as shown on the website or samples, due to the inherent nature of such materials and that they are natural materials which do vary from piece to piece. We cannot guarantee to match products exactly which have been ordered at different times.

**Changes we can only make if we give you notice and an option to terminate.** We can also make the following types of change to the product or these terms, but if we do so we'll notify you and you can then contact our Customer Service Team: [care@skokitchens.com](mailto:care@skokitchens.com) or by phone on 0114 3995537, can advise you on whether we're likely to reduce your refund. to end the contract before the change takes effect and receive a refund for any products you've paid for in advance, but not received:

- changes to the main characteristics of products.

### **We can suspend supply (and you have rights if we do)**

**We can suspend the supply of a product.** We do this to:

- deal with technical problems or make minor technical changes;
- update the product to reflect changes in relevant laws and regulatory requirements; or
- make changes to the product (see **We can change products and these terms**).

**We let you know, may adjust the price and may allow you to terminate.** We contact you in advance to tell you we're suspending supply, unless the problem is urgent or an emergency. If we suspend the product for longer than 2 months in any 6 month period we adjust the price so you don't pay for it while its suspended. If we suspend supply, or tell you we're going to suspend supply, for more than 3 months you can contact our Customer Service Team at [care@skokitchens.com](mailto:care@skokitchens.com) or by phone on 0114 3995537 to end the contract and we'll refund any sums you've paid in advance for products you won't receive. For the avoidance of doubt this is for the overall order, there is no right to terminate the contract for any change to individual items, by way of example only, if an appliance has been discontinued or is out of stock and a replacement is required.

### **We can withdraw products**

We let you know about refunds of any sums you've paid in advance for products which won't be provided or the replacement products to be provided instead.

### **We can end our contract with you**

We can end our contract with you for a product and claim any compensation due to us if:

- you don't make any payment to us when it's due and you still don't make payment within 7 days of our reminding you that payment is due;
- you don't, within a reasonable time of us asking for it, provide us with information, cooperation or access that we need to provide the product, for example:-
  - providing the accurate measurements we request or other information requested;
  - providing information with adequate delivery instructions;
  - you are not present at the delivery address to allow access;
  - you do not make the delivery location available for delivery (including but not limited to ensuring reasonable access is provided taking into account the size of the goods and relevant access points); and/or
  - prepare the delivery location in accordance with our instructions; or
- you don't, within a reasonable time, either allow us to deliver the product to you or collect it from us. If you have said you will collect a product ("click and collect") but you don't do this within 30 days then (unless the product is made to your specifications or is clearly personalised) we treat your order as cancelled and refund the purchase price, see **If you bought over the telephone, you have a legal right to change your mind and however you bought you have rights under our guarantee.**

## **24. We don't compensate you for all losses caused by us or our products**

We're responsible for losses you suffer caused by us breaking this contract unless the loss is:



- **Unexpected.** It was not obvious that it would happen and nothing you said to us before we accepted your order meant we should have expected it (so, in the law, the loss was unforeseeable).
- **Caused by a delaying event outside our control.** As long as we have taken the steps set out in the section **We're not responsible for delays outside our control**.
- **Avoidable.** Something you could have avoided by taking reasonable action. For example, damage to your own digital content or device, which was caused by digital content we supplied and which you could have avoided by following our advice to apply a free update or by correctly following the installation instructions or having the minimum system requirements advised by us.
- **A business loss.** It relates to your use of a product for the purposes of your trade, business, craft or profession.

**25. We use your personal data as set out in our Privacy Notice**

How we use any personal data you give us is set out in our Privacy Policy that can be found at <https://www.sheffieldkitchenoutlet.com/Resources/SKO-privacy.pdf>

**26. You have several options for resolving disputes with us**

**Our complaints policy.** Our Customer Service Team: [care@skokitchens.com](mailto:care@skokitchens.com) or by phone on 0114 3995537 will do their best to resolve any problems you have with us or our products as per our Complaints policy :

<https://www.sheffieldkitchenoutlet.com/Resources/SKO-complaints.pdf>

**You can go to court.** These terms are governed by English law and wherever you live you can bring claims against us in the English courts. If you live in Wales, Scotland or Northern Ireland, you can also bring claims against us in the courts of the country you live in. We can claim against you in the courts of the country you live in.

**27. Other important terms apply to our contract**

**We can transfer our contract with you, so that a different organisation is responsible for supplying your product.** We'll tell you in writing if this happens and we'll ensure that the transfer won't affect your rights under the contract.

**You can only transfer your contract with us to someone else if we agree to this.** We may not agree if you are selling any of the products. However, you can transfer our guarantee (as explained in goodwill guarantee at the end of this document) to a new owner of the product. We can require the new owner to prove you transferred the product to them, for example by selling your house with the same kitchen in place.

**Nobody else has any rights under this contract.** This contract is between you and us. Nobody else can enforce it and neither of us will need to ask anybody else to sign-off on ending or changing it.

**If a court invalidates some of this contract, the rest of it will still apply.** If a court or other authority decides that some of these terms are unlawful, the rest will continue to apply.

**Even if we delay in enforcing this contract, we can still enforce it later.** We might not immediately chase you for not doing something (like paying) or for doing something you're not allowed to, but that doesn't mean we can't do it later.

## **Guarantee**

27.1 We offer different guarantees, depending on the products ordered:-

(a) We guarantee that, the carcasses and components (hinges and drawers boxes only), drawer fronts and door fronts which are manufactured by us, on delivery and for a period of 5 years from the date of delivery (**warranty period**), shall:

- (i) conform with their description and any specification agreed between you and us in writing;
- (ii) be free from material defects in design, material and workmanship; and
- (iii) be of satisfactory quality (within the meaning of the Sale of Goods Act 1979);

we further guarantee that all pull outs mechanism and magic corners manufactured by us will comply with points (i)-(iii) inclusive above for a period of two years form delivery.

All time periods above are reduced for any products which are not for domestic purposes, any products used or intended for use for commercial, educations and/or industrial usage have a reduced warranty of 2 years from delivery.

(b) If you have an exclusive warranty (and if you have this will be stated on your order), we guarantee that, the carcasses and components (hinges and drawers boxes only), drawer fronts and door fronts which are manufactured by us, on delivery and for a period of 10 years from the date of delivery (**warranty period**), shall:

- (i) conform with their description and any specification agreed between you and us in writing;
- (ii) be free from material defects in design, material and workmanship; and
- (iii) be of satisfactory quality (within the meaning of the Sale of Goods Act 1979);

and we further guarantee that all pull out mechanisms and magic corners manufactured by the Supplier will comply with points (i)-(iii) inclusive above for a period of two years form delivery.

All time periods above are reduced for any products which are not for domestic purposes, any products used or intended for use for commercial, educational and/or industrial usage have a reduced warranty of 2 years from delivery.

27.2 Your order with us for the products, is made up of products which may be supplied by third parties and for the avoidance of doubt, the manufacturer's warranty shall only apply to such goods it manufacturers and we offer no such warranty to elements such as appliances forming part of any kitchen. Our warranty and/or guarantees are limited to our own bespoke products created. You are reminded that you need to adhere to any manufacturer's warranty terms and conditions in respect of appliances and it is your responsibility to inspect any product for damage and/or defects prior to installation.

27.3 Subject to 1127.4, if:

- (a) you give us notice in writing during the relevant warranty period and within a reasonable time of discovery that some or all of the products do not comply with the warranty set out in 1027.1;
- (b) we are given a reasonable opportunity of examining such products; and
- (c) if we ask you to only, you returns any such products to our place of business and in its packaging in which it was delivered,

we shall, at our option, repair or replace the defective products, or refund the price of the defective products in full.

27.4 We shall not be liable for the products or any part of the products failure to comply with the warranty set out in 1027.1 if:

- (a) you make any further use of such products after giving a notice in accordance with 1027.(b);
- (b) the defect arises because you failed to follow our oral or written instructions as to the storage, installation, commissioning, use or maintenance of the products;
- (c) the defect arises as a result of us following any drawing, design or specification supplied by you or any other third party;
- (d) you alter or repair such products without our written consent;
- (e) the defect arises as a result of fair wear and tear (including but not limited to warping of any wood or chipping of any paint), wilful damage or negligence, or is not used in a domestic setting or for domestic purposes;
- (f) the Goods differ from the any description or specification as a result of changes made to ensure they comply with applicable statutory or regulatory standards; and/or
- (g) default or damage or other apparent breach of warranty and/or guarantee is as result of its installation for which we accept no liability for.