

# Terms and Conditions

## 1. Introduction

We value your custom, and our aim is always to provide you with the very best service that is possible. As a member of the Kbsa we are stringently vetted by the association to ensure that we meet their standards for being a reputable industry supplier.

We would like to explain our terms and conditions to you before you enter a contract with us and we have made them as straightforward as we can, bearing in mind that the design and supply of a kitchen, bathroom or bedroom can be a complicated process and we want you to be fully aware of the commitment that we are both making to the contract.

If you have any problem that we as the supplier cannot resolve, our membership of the Kbsa gives both of us an independent mediation and/or expert witness service that can be accessed (please be aware that there is a charge for this service).

You may wish to visit the Kbsa website [www.kbsa.org.uk](http://www.kbsa.org.uk) to verify our membership status.

What follows are our terms and conditions for the design and supply of a kitchen, bathroom or bedroom and they form the basis of the contractual relationship between us and you.

## 2. What these terms cover and why you should read them

These are the terms and conditions on which we will supply the items set out in our quotation (referred to in these terms and conditions as the "**products**"). In these terms and conditions, we, us, and our means Omni Home Design Limited and the person purchasing the kitchen, bathroom and bedroom is referred to as you and your.

Please read these terms carefully before you submit your order to us. These terms tell you who we are, how we will provide this service to you, how you and we may change or end the contract, what to do if there is a problem and other important information. If you think that there is a mistake in these terms please contact us to discuss.

## 3. Information about us and how to contact us

3.1. **Who we are.** We are Omni Home Design a limited company registered in England and Wales. Our company registration number is 7403011 and our registered office is at 6 Masefield Road, Harpenden, AL5 4JN. Our registered VAT number is 165351413. Our Kbsa Membership No. is 17/4867/R-FU.

3.2. **How to contact us.** You can contact us by telephoning our customer service team at 01582 765388 or by writing to us at [info@omnihomedesign.co.uk](mailto:info@omnihomedesign.co.uk).

3.3. **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.

3.4. **"Writing" includes emails.** When we use the words "writing" or "written" in these terms, this includes emails.

#### 4. **How our contract with you is formed**

4.1. **Draft Plan.** We will design/draw a rough/preliminary plan for the products on the basis of information given by you. We may include in this information an idea of approximate total costing ("**Draft Plan**").

4.2. **First Survey.** If there is then an agreement in principle to pursue the Draft Plan, you will be required to pay a £500 deposit. This is non refundable and will be deducted of the final bill. We will visit the site where you intend the products to be installed to conduct a first survey and produce a more detailed plan and specification ("**Specification**").

4.3. **Specification.** Following the First Survey, you will be given a copy of the Specification for you to retain. The Specification forms part of the contract.

4.4. **Quotation.** We will issue you with a formal quotation including the Specification and costings which may include an initial payment. This can also include plans and drawings at your request for a cost of £2,500, deducted off final bill.(the "**Quotation**").

4.5. **Our Terms Prevail.** These terms and conditions shall apply to all contracts for the design, sale and supply of the products by us to you to the exclusion of all other terms and conditions, including any terms or conditions which you may purport to apply under any purchase order, confirmation of order or similar document subject to your statutory rights.

4.6. **Signature evidence of Acceptance.** All orders that you place with us for the products shall be deemed to be an offer by you to purchase these items pursuant to these terms and conditions. Your signature on the Quotation shall be deemed conclusive evidence of your acceptance of these terms and conditions.

4.7. **Variations.** Any variation to these terms and conditions (including any special terms and conditions agreed between the parties) shall be inapplicable unless

we agree to the changes in writing.

- 4.8. **Note.** For clarity the drawing and specification sheet included in the [Quotation] forms part of the contract. You will be deemed to understand and accept all the details contained in the Specification.
- 4.9. **When is the contract formed?** Our acceptance of your order will take place when we write to you to confirm receipt of your initial payment and confirm the specifications for what you have ordered, at which point a contract will come into existence between you and us.
- 4.10. **If we cannot accept your order.** If we are unable to accept your order, we will inform you of this [in writing] and will not charge you for the service. This might be because the items are out of stock, because of unexpected limits on our resources which we could not reasonably plan for, because we have identified an error in the price or description of the products, because we are unable to meet a delivery deadline you have specified, or due to an adverse survey, inability to secure planning permission, the site being a listed building or other restrictions.
- 4.11. **Your order number.** We will assign an order number to your order and tell you what it is when we accept your order. It will help us if you can tell us the order number whenever you contact us about your order.

## 5. Price increases

- 5.1. **Our Quotation is based on our prices at the time of the contract. If there is a price increase to us before delivery of the Products then we reserve the right to increase our contract price to you if delivery of the products is more than 6 weeks from date of contract.**
- 5.2. We will advise you of this increase and you will have the right to cancel the contract and be entitled to a refund of any prepayments less our reasonable costs for the production of the Specification.

## 6. Our plans and designs

- 6.1. The plans and designs used to prepare Quotations belong to us until such time as you pay the final balance for the contract.
- 6.2. You may not reproduce either totally or in part any of our plans or designs without our written consent.
- 6.3. The plans and designs are for guidance purposes only. If computer aided design is used then this is subject to additional visual differences or additional colour variations.

## 7. Risk in and ownership of the products

- 7.1. **When you become responsible for the products.** The products will be your responsibility from the time we deliver the products to the address you gave us.
- 7.2. **When you own the products.** You own the products once we have received payment in full.
- 7.3. **Our right to repossess the products.** Until you become the owner of the products you shall (i) hold the products and each item of them on trust for us and for our benefit  
(ii) store the products (at no cost to us) separately from all other products in your possession and marked in such a way that they are clearly identified as our property and (iii) upon request, deliver up such of the products as we may require (and if you fail to do so, then we may enter upon any premises, owned, occupied or controlled by you where the products are situated and repossess the products).

## 8. Product specification variation

- 8.1. We rely on the information supplied in the manufacturer's literature and where there is a variation to the specification of products featured we will advise you of this at the point of purchase.

### **WE DRAW YOUR ATTENTION TO THE FOLLOWING**

- 8.2. **Due to the naturally sourced products used, variations in colour and grain may occur which are beyond our control; such variations will not entitle you to terminate the contract, refuse to pay the full contract price, or claim compensation.**

## 9. Payment

### 9.1. Your Deposit

- 9.1.1. We will require you to pay a deposit as a 25% of the total price for the products when you place an order for the products with us. The amount required will be stated in our Quotation.
- 9.1.2. We participate in one of the Kbsa Consumer Protection Schemes (Consumer Care or Consumer Care Plus).
- 9.1.3. Our membership criteria states that as a member we must not ask for more than a 25% deposit ensuring that customers are covered by Consumer Care or Consumer Care Plus. This means that deposits up to a maximum of 25% of the total contract price are covered by the scheme. Full details are available on the website [www.kbsa.org.uk](http://www.kbsa.org.uk).

9.1.4. If you pay more than a 25% deposit you will no longer benefit from the protection of the Kbsa Consumer Protection Scheme.

## 9.2. The Balance

9.2.1. We will invoice you for the balance of the price for the products which shall be due and payable and received in cleared funds no later than 21 days prior to delivery ("**Pre Delivery Balance**").

9.2.2. **When payment is due if you delay delivery.** It is your responsibility to make sure payment of the Pre Delivery Balance is made on or before its due date. If you delay the delivery date or do not accept the products for any reason on or before the delivery date, then the due date for payment of the Pre Delivery Balance will remain no later than 21 days prior to the original delivery date.

9.2.3. **VAT.** VAT is chargeable at the prevailing rate applicable at the time of the supply of the products and invoice. Should the law at any time change in relation to VAT or in the event of HM Customs and Excise ruling that VAT is chargeable on items we zero rated on your order, we reserve the right to collect the VAT due from you at any subsequent date.

9.3. **We can charge interest if you pay late.** If you do not make any payment to us by the due date we may charge interest to you on the overdue amount at the rate of 10% a year above the base lending rate of the Bank of England from time to time. This interest shall accrue on a daily basis from the due date until the date of actual payment of the overdue amount, whether before or after judgment. You must pay us interest together with any overdue amount.

9.4. **What payment methods you can use.** Our preferred methods of payment are by BACS to Bank, or cheque with cleared funds.

9.5. **Your liability for payment.** You will, by your signature on the Contract, accept liability for payment for the products. Any third party whom we on your instructions invoice for the products will be deemed to be acting as your agent and you should draw their attention to this Contract.

9.6. **[Promotional Offers and Discounts.** Any promotional offers or discounts that we negotiate with you are to be treated as settlement discounts and are conditional on the balance of the price being paid on time and within the terms of the Contract.]

## 10. Delivery

### **WE DRAW YOUR ATTENTION TO THE FOLLOWING**

10.1. **What happens if there are delays beyond our control?** We will make every effort to ensure that delivery dates are adhered to but if there are delays beyond our reasonable control, then we will advise you and agree revised dates. **We will not be liable for any damages, loss, costs or expenses arising as a result of any delays occasioned by the non-arrival of any**

**item comprised within the products, including without limitation any parts or replacement parts.**

- 10.2. **What happens if items are damaged?** If any items are damaged then we will replace them free of charge as long as we are advised of the damage within 24 hours of the delivery and the damage is caused by our act or omission. Some replacement items may be subject to delay if they have been specially ordered or commissioned for the contract. If you give reasonable notice that you are unable to commit to the agreed delivery schedule for the replacement items then we may store the replacement items at our premises and charge you for storage.
- 10.3. **What must I do to make the site suitable for delivery of the products?** It is your responsibility to make fit, available and safe for work and use (i) the site of delivery of the products (work area); (ii) all means of access to and from the work area; and (iii) all services and utilities to the work area, in order to enable us to carry out the delivery of the products both safely and efficiently and in a timely fashion. If you fail or delay to do so, then we in our discretion are entitled to defer such delivery date until that state is achieved in and around the work area. For the avoidance of doubt this shall include: (a) Insurance Cover against fire/flood/theft/malicious damage etc. for materials on site during delivery; (b) Parking, on or in the immediate vicinity of site, for at least one tradesman's van must be available at all times throughout the duration of delivery. Where parking permits are required you must ensure that permits are obtained and prepaid if necessary.
- 10.4. **Our Access Rights.** You authorise and permit all our representatives, and/or sub contractors, to have full and free access to your work area at mutually agreed times so that we/they can carry out or arrange to be carried out such surveys and/or works as we/ they consider reasonably necessary.
- 10.5. **We may also suspend delivery of the products if you do not pay.** If you do not pay us for the products when you are supposed to and you still do not make payment within 5 days of us reminding you that payment is due, we may suspend supply of the products until you have paid us the outstanding amounts. We will contact you to tell you we are suspending supply of the products. We will not suspend the products where you in good faith and acting reasonably dispute the unpaid invoice. As well as suspending the delivery of the products we can also charge you interest on your overdue payments. You will not have a right to a refund or replacement in this circumstance.

**10.6. What happens if you suspend delivery of the products**

- 10.6.1. If you suspend delivery of the products we will have the right to charge for any of the additional storage costs that we incur as a result.
- 10.6.2. If the delay in accepting delivery of the products continues for more than 1 week full payment for the products will become due immediately.

## 11. Warranties

- 11.1. **Manufacturer's Warranty.** Warranties will depend on the products supplied under the contract and will be advised to you at the time of contract. Particularly any electrical or gas appliances will be covered by the manufacturer's warranty. Any guarantees confirmed by us will be dependent on (i) your full payment of the purchase price for the product to which the guarantee relates; and (ii) compliance with any notification or registration requirements required by the manufacturer of the relevant product.
- 11.2. **Our Product Guarantee.** If we make any of the products they are guaranteed against manufacturing defects for a period of 5 years from purchase. This excludes normal wear and tear and also excludes the natural variation in pattern and colour of timber and veneers. During this period we will make good, replace or repair any defective or faulty items free of charge. If we do this we shall have no further liability for a claim under this guarantee in respect of such products. However, we reserve the right to offer a partial or full refund in circumstances where, in our opinion, the repair or replacement of the item(s) is not possible or impractical.
- 11.3. Our product guarantee shall not apply unless you give written notice of the defect(s) to us, and (if the defect is as a result of damage in transit) within 7 days of the time when you discover or you ought to have discovered the defect and we are given reasonable opportunity after receiving notice to examine such products. This guarantee shall not apply unless our invoice is fully paid, or if you make any further use of such products after giving such notice, or the defect arises because you have misused the products, or failed to follow our oral or written instructions as to the installation, commissioning, use or maintenance of the products, or you alter or repair such products without our written consent.
- 11.4. **Your Statutory Rights.** Nothing in these conditions will reduce your statutory rights relating to faulty or mis-described goods or workmanship. For further information about your statutory rights contact your local authority Trading Standards Department or Citizens Advice Bureau.

### **WE DRAW YOUR ATTENTION TO YOUR RIGHTS BELOW**

## 12. Your rights to end the contract

- 12.1. **Save as set out in clause 12.3 below you have no contractual right to cancel or suspend the whole or any part of the Contract. In the event that you do (or purport to) cancel or suspend the whole or part of the contract ("Cancellation") we shall not be obliged to accept such Cancellation and reserve all our rights and remedies. You acknowledge that certain elements of the products are made-to-measure, or made to your specifications or clearly personalised or by their nature cannot be returned and so cannot therefore be readily resold by us as there is no available market and they cannot be**

returned by us to the manufacturers and that therefore we would suffer loss, damages, costs and expenses arising from such Cancellation (together "Losses").

**12.2. In the event that we do accept such Cancellation then we shall be entitled to levy and you shall meet the following charges as a reasonable pre- estimate of the losses which would be suffered by us arising from such Cancellation:**

**12.2.1. we shall be entitled to retain any payments made by you prior to the commencement of delivery by way of a deposit; and**

**12.2.2. if the products are not under manufacture at the time the Cancellation is accepted then, we shall be entitled to also make a charge for Cancellation of £1.500; and**

**12.2.3. if the products are already under manufacture when the Cancellation is accepted, then we shall be entitled to also make a charge for Cancellation of a sum which is equal to 100% of the price for the products.**

**12.3. In what circumstances may Cancellation be acceptable as a good reason for ending the contract?** If you are ending a contract for a reason set out at 12.3.1 to

12.3.3 below and the products are not already under manufacture the contract will end immediately and we will refund you in full for any products which have not been provided, or have not been provided properly and you may also be entitled to further compensation. The reasons are:

1. we have told you about an upcoming change to the products or these terms which you do not agree to;
2. we have told you about an error in the price or description of the products you have ordered and you do not wish to proceed;
3. save as otherwise stipulated in these terms and conditions you have a legal right to end the contract because of something we have done wrong.

### **13. Our rights to end the contract**

**13.1. We may end the contract if you break it.** We may end the contract at any time by writing to you if:

**13.1.1.** you do not make any payment to us when it is due and you still do not make payment within 14 days of us reminding you that payment is due;

**13.1.2.** you do not, within a reasonable time of us asking for it, provide us with information that is necessary for us to provide the products, for

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example, site dimensions and measurements;

- 13.1.3. you do not, within a reasonable time, allow us to deliver the products to you; or
  - 13.1.4. you do not, within a reasonable time, allow us, our subcontractors or representatives, access to your premises to deliver the products; or
  - 13.1.5. there is an adverse survey of where you wish to install the products.
- 13.2. You must compensate us if you break the contract. If we end the contract in the situations set out above we will refund any money you have paid in advance for products we have not provided but we may deduct or charge you reasonable compensation for the net costs we will incur as a result of your breaking the contract.**
- 13.3. **We may withdraw the products.** We may write to you to let you know that we are going to stop providing the products. We will let you know at least [three months] in advance of our stopping the supply of the products and will refund any sums you have paid in advance for products which will not be provided.
- 13.4. **We may end the contract if something occurs that affects our ability to supply the products which is outside of our control.** This could include the manufacturer of the products becoming bankrupt affecting the supply of the products or any other reason that is acting in good faith outside of our reasonable control concerning the supply of the products.
- 14. What to do if there is a problem with the products**
- 14.1. **How to tell us about problems.** If you have any questions or complaints about the products, please contact us. You can telephone our customer service team at [NUMBER] or write to us at [EMAIL ADDRESS AND POSTAL ADDRESS]. Alternatively, please speak to one of our staff in-store.
- 15. Our responsibility for loss or damage suffered by you**
- 15.1. **We are responsible to you for foreseeable loss and damage caused by us.** If we fail to comply with these terms, we are responsible for loss or damage you suffer that is a foreseeable result of our breaking this contract or our failing to use reasonable care and skill, **but we are not responsible for any loss or damage that is not foreseeable.** Loss or damage is foreseeable if either it is obvious that it will happen or if, at the time the contract was made, both we and you knew it might happen, for example, if you discussed it with us during the sales process.
- 15.2. We do not exclude or limit in any way our liability to you where it would be unlawful to do so.** This includes liability for death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors; for fraud or fraudulent misrepresentation; for breach of your legal rights in relation to the products including the right to receive products which are: as described and match information we provided to you and any

sample or model seen or examined by you; of satisfactory quality; fit for any particular purpose made known to us; supplied with reasonable skill and care; and for defective products under the Consumer Protection Act 1987. **Note we are not liable for the acts or omissions of your installers.**

- 15.3. **When we are liable for damage to your property.** If we are providing services in your property, we will make good any damage to your property caused by us while doing so.

**However, we are not responsible for the cost of repairing any pre-existing faults or damage to your property that we discover while providing the services nor are we responsible for damage caused by your installers or for damage to existing electrical equipment that we are required to remove as part of the installation process for the products.**

- 15.4. **We are not liable for business losses.** We only supply the products for domestic and private use. If you use the products for any commercial, business or re-sale purpose we will have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.

## **16. How we may use your personal information**

- 16.1. We will use the personal information you provide to us:

16.1.1. to supply the products to you;

16.1.2. to process your payment for the products; and

16.1.3. if you agreed to this during the order process, to inform you about similar products that we provide, but you may stop receiving these at any time by contacting us.

- 16.2. We will only give your personal information to third parties where the law either requires or allows us to do so or you have given your permission.

## **17. Other important terms**

- 17.1. **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.

- 17.2. **You need our consent to transfer your rights to someone else (except that you can always transfer our guarantee).** You may only transfer your rights or your obligations under these terms to another with our express prior written agreement. However, you do not need our agreement to transfer the benefit of our guarantee in clause 11.2.

- pass your guarantee on to).** This contract is between you and us. No other person shall have any rights to enforce any of its terms, except as explained in clause 11.2 in respect of our guarantee. Neither of us will need to get the agreement of any other person in order to end the contract or make any changes to these terms.
- 17.4. **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.
- 17.5. **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. For example, if you miss a payment and we do not chase you but we continue to provide the products, we can still require you to make the payment at a later date.
- 17.6. **Which laws apply to this contract and where you may bring legal proceedings?** These terms are governed by English law and you can bring legal proceedings in respect of the products in the English courts. If you live in Scotland you can bring legal proceedings in respect of the products in either the Scottish or the English courts. If you live in Northern Ireland you can bring legal proceedings in respect of the products in either the Northern Irish or the English courts.
- 17.7. **Alternative dispute resolution.** 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 not happy with how we have handled any complaint, you may want to contact the alternative dispute resolution provider we use at the Kbsa. You can submit a complaint to the Kbsa via their website at [www.kbsa.org.uk](http://www.kbsa.org.uk). The Kbsa will not charge you for making a complaint and if you are not satisfied with the outcome you can still bring legal proceedings.
- 17.8. **Kbsa consent.** You acknowledge that it is a condition of membership of the Kbsa that each member must make available to the Kbsa a full list of its customers together with their contact details for the various purposes of the Kbsa (including without limitation, accreditation, re-accreditation, applications for membership and membership upgrades and periodic customer service reviews). Accordingly you give all consents required by law (including without limitation under the Data Protection Acts and superseding data protection legislation) for us to supply the Kbsa with your name and all such contact details whenever required by Kbsa. For the avoidance of doubt this information will not be used by the Kbsa for marketing purposes.