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Consumer Terms & Conditions

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OUR TERMS

1. THESE TERMS

- 1.1 **What these terms cover.** These are the terms and conditions on which we supply goods and or services to you.
- 1.2 **Why you should read them.** Please read these terms carefully before you accept our quotation. These terms tell you who we are, how we will provide goods and or services to you, how you and we may change or end the contract, what to do if there is a problem and other important information.

2. INFORMATION ABOUT US AND HOW TO CONTACT US

- 2.1 **Who we are.** We are Orb Interiors Limited a company registered in England and Wales. Our company registration number is 09718472 and our registered office is at Unit A4 – A5, Springfield Industrial Estate, Cottenham Lane, Salford, M7 1TW. Our registered VAT number is GB249771954.
- 2.2 **How to contact us.** You can contact us by telephoning our customer service team at 0333 613 5555 or by writing to us at sales@orbinteriors.co.uk or Unit A4 – A5, Springfield Industrial Estate, Cottenham Lane, Salford, M7 1TW.
- 2.3 **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.
- 2.4 **"Writing" includes emails.** When we use the words "writing" or "written" in these terms, this includes emails.

3. OUR GOODS AND SERVICES AND OUR CONTRACT WITH YOU

- 3.1 **Goods may vary slightly from their pictures.** The images of any goods in our brochures and or on our website are for illustrative purposes only. Although we have made every effort to display the colours accurately, we cannot guarantee that a device's display of the colours or the printed pictures in our brochures accurately reflects the colour of the goods. Your goods may vary slightly from those images. The description of the goods you are ordering will be described in the written quotation we provide to you.
- 3.2 **Services.** We provide design and kitchen installation services. Our design services are described in more detail in clause 3.3.
- 3.3 **Design time.** If you are purchasing an entire new kitchen, we will provide you with up to 12.5 hours complimentary design time during which we will discuss with you potential layouts for your new kitchen. Any design time provided to you which exceeds the complimentary hours will be charged at a rate of £75 + value added tax (at the prevailing rate) per hour.
- 3.4 **Deposit.** You will pay to us a £500 deposit if at the end of, or following, our first meeting with you to discuss our goods and services, you decide you wish to continue with the process of choosing and ordering a new kitchen. The deposit paid to us will be deducted from the final amount you will have to pay us for the delivery and installation of your new kitchen, save that we may retain the

deposit if after 12 months from the date of payment of the deposit you have failed to place an order with us.

- 3.5 **How we will enter into a contract.** Once we have finalised the design and specification of your new kitchen we will provide you with a written quotation for the provision of goods and services. The quotation is valid for 30 days. We will enter into a contract with you when you sign and return the quotation to us or otherwise confirm in writing to us that you wish to proceed on the basis of the quotation which has been provided to you.

4. YOUR RIGHTS TO MAKE CHANGES

If you wish to make a change to the goods you have ordered please contact us. We will let you know if the change is possible. If it is possible we will let you know about any changes to the price of the goods and or services, the timing of supply or anything else which would be necessary as a result of your requested change and ask you to confirm whether you wish to go ahead. If we cannot make the change or the consequence of making the change are unacceptable to you, you may want to end the contract (see clause 7, Your rights to end the contract).

5. OUR RIGHTS TO MAKE CHANGES

- 5.1 **Minor changes to the goods.** We may change the goods:

- (a) to reflect changes in relevant laws and regulatory requirements; and
- (b) to implement minor technical adjustments and improvements. These changes will not affect your use of the goods.

6. PROVIDING THE GOODS AND SERVICES

- 6.1 **When we will provide the goods and services.** During the order process we will let you know when we will provide the goods and services to you.

- 6.2 **We are not responsible for delays outside our control.** If our supply of the goods and or services is delayed by an event outside our control then we will contact you as soon as possible to let you know and we will take steps to minimise the effect of the delay (**Force Majeure**). Provided we do this we will not be liable for delays caused by a Force Majeure event, but if there is a risk of substantial delay you may contact us to end the contract and receive a refund for any goods and services you have paid for but not received.

- 6.3 **If you do not accept delivery of the goods.** If you do not accept delivery of the goods from us as arranged then we will store your goods for you. We will charge you a daily rate of £12 + VAT (at the prevailing rate) until such time as we have delivered the goods to you on a mutually convenient date. If, despite our reasonable efforts, we are unable to contact you or re-arrange delivery we may end the contract and clause 9.2 will apply.

- 6.4 **Provision of our services.** You are responsible for ensuring that the space in which your new kitchen is to be fitted is ready for us to provide our services to you. If the space is not ready for us to fit the kitchen on the pre-arranged date then you will pay a surcharge to us of up to 50% of the cost of the services (as itemised in the quotation).

- 6.5 You are required to ensure that no other work is being carried out in the area where the kitchen is being fitted to ensure that our work can be carried out unimpeded. If other works are being carried out our fitter may have to leave site and for each hour that they are unable to gain unrestricted access to the area you will be charged £70 per hour.
- 6.6 **If you do not allow us access to provide of our services.** If you do not allow us access to your property to perform the services as arranged (and you do not have a good reason for this) we may charge you additional costs incurred by us as a result. If, despite our reasonable efforts, we are unable to contact you or re-arrange access to your property we may end the contract and clause 9.2 will apply
- 6.7 **When you become responsible for the goods.** The goods will be your responsibility from the time we deliver the goods to the address you gave us.
- 6.8 **When you own goods.** You own the goods once we have received payment in full in cleared funds.
- 6.9 **What will happen if you do not give required information to us.** We may need certain information from you so that we can supply the goods to you, for example, you may need to tell us the dimensions of any products you acquire from a third party supplier such as appliances or worktops. You will also need to keep us informed if there are any changes to the dimensions of your room after we last take a survey of it. We will contact you in writing to ask for this information, although you must tell us, without us having to ask, if there are any changes to the dimensions of your room following our last survey. If you do not give us this information within a reasonable time of us asking for it, or if you give us incomplete or incorrect information, we may either end the contract (see clause 9.1) or make an additional charge of a reasonable sum to compensate us for any extra work that is required as a result. We will not be responsible for supplying the goods or services late or not supplying any part of them if this is caused by you not giving us the information we need within a reasonable time of us asking for it.
- 6.10 **Reasons we may suspend the supply of goods and or services to you.** We may have to suspend the supply of goods and or services:
- (a) to update the goods to reflect changes in relevant laws and regulatory requirements;
 - (b) to make changes to the goods as requested by you or notified by us to you (see clause 5);
 - (c) due to events beyond our control (**Force Majeure**).
- 6.11 **Your rights if we suspend the supply of goods and or services.** We will contact you in advance to tell you we will be suspending supply, unless the problem is urgent or an emergency. If we have to suspend supply for longer than 6 months you may contact us to end the contract and we will refund any sums you have paid in advance for the goods and or services which have not been supplied to you, but which you have already paid for in cleared funds.
- 6.12 **We may also suspend supply of the goods and services if you do not pay.** If you do not pay us when you are supposed to (see clause 12.4) and you still do not make payment within 7 days of us reminding you that payment is due, we may suspend supply until you have paid us the

outstanding amounts. We will contact you to tell you we are suspending supply. As well as suspending supply we can also charge you interest on your overdue payments (see clause 12.5).

7. YOUR RIGHTS TO END THE CONTRACT

7.1 Your statutory rights are not affected by this contract. If you want details of your legal rights and how to exercise them you should contact the Citizens' Advice Bureau.

7.2 Your rights to end the contract will depend on how you entered into the contract with us.

7.3 **You entered into a contract at our premises or those of our sales representatives. Clauses 7.4 – 7.7 apply to you.**

7.4 **You can always end the contract before it has been completed.** You may contact us to end your contract at any time before we have completed it and you have paid for it, but in some circumstances we may charge you for doing so, as described below. Of course, you always have rights where goods are faulty or mis-described (see clause 10, "If there is a problem with the goods and services").

7.5 **What happens if you have a good reason for ending the contract.** If you are ending the contract for a reason set out at (i) to (iv) below the contract will end immediately and we will refund you in full for any goods and services which have not been provided or have not been provided properly. The reasons are:

- (a) we have told you about an upcoming change to the goods or these terms which you do not agree to (see clause 5);
- (b) we have told you about an error in the price or description of the goods or services you have ordered and you do not wish to proceed;
- (c) there is a risk that supply of the goods and or services may be significantly delayed because of events outside our control (see clause 6.2); or
- (d) you have a legal right to end the contract because of something we have done wrong.

7.6 **What happens if you end the contract without a good reason.** If you are not ending the contract for one of the reasons set out in clause 7.5, then the contract will end immediately and we will refund any sums paid by you for goods and or services not provided but we may deduct from that refund (or, if you have not made an advance payment, charge you) reasonable compensation for the net costs we will incur as a result of your ending the contract.

7.7 **Returning goods after ending the contract.** Goods may be returned to us in the following circumstances:

- (a) **If you have ended the contract with a good reason** you may return to us and goods which have not been installed at your property. Such goods must be unused, in their original packaging, unspoilt and in such condition that they can be resold. You will be entitled to a refund in respect of any goods returned to us in accordance with this sub-clause, save that if you have pre-paid for any goods which are returned to us, but they are returned to us not in accordance with this sub-clause you will not be entitled to a refund.

- (b) If you have ended the contract without a good reason, you are not entitled to return any goods to us.

7.8 You entered into the contract away from our premises (off-premises or distance selling). Clauses 7.9 – 7.15 apply to you.

7.9 You can always end the contract with us. Your rights to end the contract will vary depending on what you have ordered, whether there is anything wrong with the goods, how we are performing and the stage of completion of your contract. In some circumstances we may charge you for ending the contract, as described below.

- (a) **Faulty or misdescribed goods.** You may have a legal right to end the contract (or get the goods repaired or replaced or to get some or all of your money back) (see clause 10).
- (b) If you want to end the contract because of something we have done or have told you we are going to do, see clause 7.10.
- (c) **If you have changed your mind about the goods.** You may be able to get a refund if you are within the cooling-off period, but this may be subject to deductions and you will have to pay the costs to return any goods which have been delivered to you (see clause 7.11).
- (d) In all other cases (if we are not at fault and there is no right to change your mind), see clause 7.15.

7.10 Ending the contract because of something we have done or are going to do. If you are ending the contract for a reason set out at (a) to (e) below the contract will end immediately and we will refund you in full for any products which have not been provided and you may also be entitled to compensation. The reasons are:

- (a) we have told you about an upcoming change to the product or these terms which you do not agree to;
- (b) we have told you about an error in the price or description of the product you have ordered and you do not wish to proceed;
- (c) there is a risk that supply of the products may be significantly delayed because of events outside our control;
- (d) we have suspended supply of the products for technical reasons, or notify you we are going to suspend them for technical reasons, in each case for a period of more than 2 months; or
- (e) you have a legal right to end the contract because of something we have done wrong.

7.11 Exercising your right to change your mind (Consumer Contracts Regulations 2013). For most goods bought by exchange of emails you have a legal right to change your mind within 14 days and receive a refund. These rights, under the Consumer Contracts Regulations 2013, are explained in more detail in these terms.

7.12 When you don't have the right to change your mind. You do not have a right to change your mind in respect of:

- (a) any goods which have been manufactured or customised in any way to your order;
- (b) services, once these have been completed, even if the cancellation period is still running;
and
- (c) any products which become mixed inseparably with other items after their delivery.

7.13 How long do I have to change my mind? How long you have depends on what you have ordered and how it is delivered.

- (a) **Services (for example, installation of your kitchen).** You have 14 days after the day we entered into a contract. However, once we have completed the services you cannot change your mind, even if the period is still running. If you cancel after we have started the services, you must pay us for the services provided up until the time you tell us that you have changed your mind.
- (b) **Goods (for example, an oven).** You have 14 days after the day you receive the goods, **unless:**
 - (i) **Your goods are split into several deliveries over different days.** In this case you have until 14 days after the day you receive the last delivery to change your mind about the goods.

7.14 Consequence of changing your mind about Goods. If you change your mind about Goods which have been delivered to you and you have unboxed and or used the Goods, any refund for those Goods will be limited to 75% of the purchase price of the Goods.

7.15 Ending the contract where we are not at fault and there is no right to change your mind. Even if we are not at fault and you do not have a right to change your mind (see clause 7.9), you can still end the contract before it is completed, but you may have to pay us compensation. A contract for goods is completed when the goods are delivered and paid for. A contract for services is completed when we have finished providing the services and you have paid for them. If you want to end a contract before it is completed where we are not at fault and you have not changed your mind, just contact us to let us know. The contract will end immediately and we will refund any sums paid by you for goods and or services not provided but we may deduct from that refund or, if you have not made an advance payment, charge you a reasonable sum as compensation for the net costs we will incur as a result of your ending the contract.

8. HOW TO END THE CONTRACT

8.1 Tell us you want to end the contract. To end the contract with us, please let us know by Phone or email. Call customer services on 0333 613 5555 or email us at sales@orbinteriors.co.uk. Please provide your name, home address, details of the order and, where available, your phone number and email address.

8.2 Returning products after ending the contract. If you end the contract for any reason after goods have been delivered to you, you must return them to us. You must allow us to collect them from you. Please call customer services on 0333 613 5555 or email us at sales@orbinteriors.co.uk to arrange collection. If you are exercising your right to change your mind you must have arranged collection of the goods within 14 days of telling us you wish to end the contract.

8.3 **When we will pay the costs of return.** We will pay the costs of return:

- (a) if the products are faulty or misdescribed;
- (b) if you are ending the contract because we have told you of an upcoming change to the goods or these terms, an error in pricing or description, a delay in delivery due to events outside our control or because you have a legal right to do so as a result of something we have done wrong; or
- (c) If you are exercising your right to change your mind in respect of goods which were delivered to your home when the contract was entered into and the goods are not suitable for posting.

In all other circumstances you must pay the costs of return.

8.4 **What we charge for collection.** If you are responsible for the costs of return, we will charge you the direct cost to us of collection.

8.5 **How we will refund you.** We will refund you the price you paid for the goods including delivery costs, by the method you used for payment. However, we may make deductions from the price, as described below.

8.6 **Deductions from refunds if you are exercising your right to change your mind.** If you are exercising your right to change your mind:

- (a) We may reduce your refund of the price (excluding delivery costs) to reflect any reduction in the value of the goods, for example the goods have been damaged since being delivered to you or you have altered or machined the goods in any way.
- (b) Refunds for services. We may deduct from any refund an amount for the supply of the service for the period for which it was supplied, ending with the time when you told us you had changed your mind. The amount will be in proportion to what has been supplied, in comparison with the full coverage of the contract.

8.7 **When your refund will be made.** We will make any refunds due to you as soon as possible. If we have collected goods from you these will be examined carefully prior to any refund being made to you to ensure the goods are in the same condition as when they were delivered to you.

9. OUR RIGHTS TO END THE CONTRACT

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

- (a) you do not make any payment to us when it is due and you still do not make payment within 7 days of us reminding you that payment is due;
- (b) you do not, within a reasonable time of us asking for it, provide us with information that is necessary for us to provide the goods and or services, for example see clause 6.8;
- (c) you do not, within a reasonable time, allow us to deliver the goods to you; or

(d) you do not, within a reasonable time, allow us access to your premises to supply the services.

9.2 **You must compensate us if you break the contract.** If we end the contract in the situations set out in clause 9.1 we will refund any money you have paid in advance for goods and or services 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.

9.3 **We may withdraw the goods.** We may write to you to let you know that we are going to stop providing the goods. We will let you know at least 7 days in advance of our stopping the supply of the goods and will refund any sums you have paid in advance for goods which will not be provided.

10. IF THERE IS A PROBLEM WITH THE GOODS OR SERVICES

10.1 **How to tell us about problems.** If you have any questions or complaints about the goods and or services, please contact us. You can telephone our customer service team at 0333 613 5555 or write to us at sales@orbinteriors.co.uk or Unit A4 – A5, Springfield Industrial Estate, Cottenham Lane, Salford, M7 1TW.

10.2 **Summary of your legal rights.** We are under a legal duty to supply goods and services that are in conformity with this contract. See the box below for a summary of your key legal rights in relation to the goods and services. Nothing in these terms will affect your legal rights.

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.

The Consumer Rights Act 2015 says goods, for example a kitchen cabinet, must be as described, fit for purpose and of satisfactory quality. During the expected lifespan of your goods your legal rights entitle you to the following:

- up to 30 days: if your goods are faulty, then you can get an immediate 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.

If we have supplied services to you, by fitting your kitchen, the Consumer Rights Act 2015 says:

- you can ask us to repeat or fix a service if it's not carried out with reasonable care and skill, or get some money back if we can't fix it.
- if you haven't agreed a price beforehand, what you're asked to pay must be reasonable.
- if you haven't agreed a time beforehand, it must be carried out within a reasonable time.

10.3 **Your obligation to return rejected goods.** If you wish to exercise your legal rights to reject goods you must either return them in person to us, post them back to us or (if they are not suitable for posting) allow us to collect them from you. We will pay the costs of postage, please contact us for a free returns label or collection.

11. OUR GUARANTEE

11.1 We offer the following guarantee which is in addition to your legal rights (as described in clause 10.2) and does not affect them.

11.2 We guarantee the goods as follows:

- (a) the goods shall conform in all material respects with their description;
- (b) all cabinet doors and wire work shall be free from material defects in design, material and workmanship for a period of 6 years;
- (c) all drawers shall be free from material defects in design, material and workmanship for a period of 25 years;
- (d) all laminate work tops shall be free from material defects in design, material and workmanship for a period of 1 year; and
- (e) all appliances shall be subject to the manufacturers' warranty.

11.3 The guarantee provided at clause 11.2 shall not apply to parts materials or equipment not manufactured by us in which case you will only be entitled to any warranty or guarantee as provided by the manufacturer to us.

11.4 **Transferring our guarantee.** You may transfer our guarantee at clause 11.2 to any person you sell your home to. We may require the person to whom the guarantee is transferred to provide reasonable evidence that they are now the owner of the property, for example by providing to us up to date office copies for the property.

12. PRICE AND PAYMENT

12.1 **Where to find the price for the goods and services.** The price of the goods and services (which includes VAT) will be the price set out in our written quotation that you accepted by signing and returning it to us in accordance with clause 3.5 (unless we have agreed another price in writing). Please see clause 12.3 for what happens if we discover an error in the price of the goods or services.

12.2 **We will pass on changes in the rate of VAT.** If the rate of VAT changes between your order date and the date we supply the goods and services, we will 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.

12.3 **What happens if we got the price wrong.** It is always possible that, despite our best efforts we quoted an incorrect price in your quotation which formed the basis of our contract. If there is a pricing error in your contract which is obvious and unmistakable and could reasonably have been recognised by you as a mispricing, we may end the contract and refund you any sums you have paid.

- 12.4 **When you must pay and how you must pay.** We accept payment by bank transfer, Visa, Mastercard, American Express and cheque (please allow 1 week from presentation of the cheque to allow for bank clearing). When you must pay depends on what product you are buying:
- (a) **Furniture.** 50% payable upon order and the balance no later than 2 days prior to the delivery date.
 - (b) **Electrical Appliances, sinks and taps.** 100% payable upon order.
 - (c) **Worktops.** 50% upon template and the balance on completion.
 - (d) **Services.** 100% on completion.
- 12.5 **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 4% 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.
- 12.6 **You will pay us** our costs, legal expenses (calculated on a full indemnity basis) and all other professional costs and expenses suffered or incurred by us calculated on a full indemnity basis in respect of any steps we may take to recover any monies due to us under this contract or arising out of your breach of the contract or these terms.
- 13. OUR RESPONSIBILITY FOR LOSS OR DAMAGE SUFFERED BY YOU**
- 13.1 **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.
- 13.2 **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 goods as summarised at clause 10.2; and for defective products under the Consumer Protection Act 1987.
- 13.3 **When we are liable for damage to your property.** If we are providing services in your home, we will make good any damage to your home caused by us while doing so. However, we are not responsible for the cost of repairing any pre-existing faults or damage to your home that we discover while providing the services.
- 13.4 **We are not liable for business losses.** We only supply the products for domestic and private use. If you use the goods 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.

14. HOW WE MAY USE YOUR PERSONAL INFORMATION

14.1 How we will use your personal information. We will use the personal information you provide to us:

- (a) to supply the goods and services to you;
- (b) to process your payment for the goods and services; and
- (c) if you agreed to this during the order process, to inform you about similar goods and services that we provide, but you may stop receiving these at any time by contacting us.

14.2 We may pass your personal information to credit reference agencies. Where we extend credit to you for the goods we may pass your personal information to credit reference agencies and they may keep a record of any search that they do.

14.3 We will only give your personal information to other third parties where the law either requires or allows us to do so.

15. OTHER IMPORTANT TERMS

15.1 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.

15.2 You need our consent to transfer your rights to someone else (except that you can transfer our guarantee in accordance with clause 11.4). You may only transfer your rights or your obligations under these terms to another person if we agree to this in writing. We may not agree if this will affect any agreed dates for the delivery of goods or the provision of our services or if this will cause the delay in payment of any sums due to us.

15.3 Nobody else has any rights under this contract (except someone you 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 11.4 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.

15.4 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.

15.5 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 goods, we can still require you to make the payment at a later date.

15.6 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 goods and services in the English courts.