



# United Kitchen Solutions

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## United Kitchen Solutions Terms and Conditions for Sale of Goods and Supply Services

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### 1. In these Terms:

**Authorised Representative** means an individual holding the position of Head of Customer Experience or a Director

**Buyer** means the person who accepts UKS written quotation for the sale of the **Goods** or whose written order for the **Goods** is accepted by **UKS**.

**Cancellation rights** means Your right to cancel an **Off-Premises Contract**.

**Catalogue** means **UKS's Catalogue** current at the time the **Contract** is made.

**Contract** means the **Contract** for sale and purchase of the **Goods** and supply of **Services** between **UKS** and the **Buyer** which is subject to these **Terms**.

**Contract Price** means the price set out in the **Contract** and agreed between the **Buyer** and **UKS**.

**Goods** means the **Goods** which **UKS** is to supply in accordance with these **Terms**.

**Plan** means the **Plan** supplied to the **Buyer** by **UKS**.

**Services** means the design and/or installation services provided to the **Buyer** by **UKS**.

**Special products** means products that **UKS** has specifically supplied or designed for the **Buyer**.

**Terms** means the **Terms** of sale and supply of **Goods** and **Services** set out in this document and includes any special **Terms** agreed in writing between the **Buyer** and **UKS**.

- A reference in these Terms to a provision of a statute shall be construed as a reference to that provision as amended, re-enacted or extended at the relevant time.
- The Contract is subject to these Terms. The Goods and Services to be supplied by UKS will be as described in the Contract and must be, in the case of Goods, of satisfactory quality and be fit for purpose and, in the case of Services, be provided with reasonable care and skill.

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4. Every effort is made to ensure that the Goods are as shown in the Catalogue, physical displays or on Our website. However, as part of Our policy of continual improvement of Our products, methods and materials, We reserve the right to change specifications from time to time and without prior notice so long as the changes do not materially affect the appearance or performance of the Goods or the quality of the Services supplied to You. We will not make any significant variations without your agreement. If for any reason beyond Our reasonable control WE are unable to supply particular Goods, We will notify You. With your agreement We will replace such Goods with equivalent Goods.
5. Goods made from natural materials are likely to have variations of shade and grain. Some woods will mellow with exposure to sunlight and age, therefore the original appearance and condition will alter subject to these conditions.
6. Where the benefit of manufacture's warranties on electrical appliances supplied by Us to You is capable of transfer to You, We will transfer such benefit.
7. You are responsible for all measurements supplied by You to Us. WE are not responsible for any extra costs incurred by You as a result of incorrect or incomplete measurements supplied by You. All dimensions specified by Us are approximate. Our installation service includes a pre-fit survey to ensure or further ensure all measurements are correct. For Goods that are not installed by a UKS installer, You must ensure that your installer checks the measurements before the Contract is finalised. If you choose not to use a UKS installer, please ensure that the Plan prepared on your behalf by UKS and all quantities of Goods, are checked by your own installer prior to signing the Contract. It is your responsibility to confirm that your plan, Goods specification and Goods quantity are correct before ordering. Where You are not using a UKS installer, We cannot accept responsibility for any damage or any failure to comply with relevant gas, water or electricity regulations, caused by installation errors.
8. The price of the Goods to be supplied, any installation costs plus your chosen method of payment have been individually negotiated with You and are as shown on the Contract. We require full payment on any order once You sign the Contract. We require a deposit of 50% from the total. Full Payment is also required for any Special Products that You order from UKS. Once a delivery date is allocated to You, this deposit becomes non-refundable. The full balance must be paid at least 7 days before the delivery. Any delay in paying the full balance will unfortunately result in an automatic delay in the delivery of your order. Where the Goods are to be fitted by a UKS installer, full details of all work to be undertaken will be provided within the Contract. NO additional work will be undertaken without Our written agreement, such agreement to include your agreement to bear the additional cost involved. No major structural work will be undertaken by Us. We will accept no liability whatsoever for any private works carried out by a UKS installer which are not described in the Contract.
9. Please note any Goods supplied remain Ours until full payment of the Contract Price has been received.
10. You must inform Us in advance of any potential delivery/installation problems in respect of restricted access, narrow roads, parking, long drives etc. We cannot accept responsibility for any damage or loss resulting from access problems of which We have no prior knowledge, other than as a result of Our negligence.
11. If You are unable, for any reason, to take delivery of the Goods on the confirmed date We reserve the right to charge You for the revised future deliveries.
12. After delivery, please store the Goods in a safe and dry place. We cannot accept any responsibility if damage occurs as a result of You not following this instruction and advice.
13. We will try to ensure that You receive the Goods in good condition. However if incorrect or damaged Goods are delivered to You, You must ensure the defects are reported to the UKS store within 7 days of

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the date You receive the goods. In order to avoid any confusion or delay, notification of any discrepancy should be notified within 48 hours and confirmed by You in Writing.

14. We will make reasonable efforts to supply the Goods and Services set out in the Contract within any timescale agreed by You. Time is not however of the essence as delays can occur for reasons beyond Our control. If such delays occur We will supply the Goods and Services set out in the Contract as soon as reasonably possible.
15. We will only remove and dispose of materials where We have agreed to do so in writing. We cannot guarantee to remove existing installations without damaging either them or their surroundings. It is Your responsibility to remove present facilities unless otherwise agreed. However, You must not remove them until the Goods arrive and a check has been carried out by You to ensure that all component parts of the Goods are present. We do not accept liability for any costs, direct or indirect, nor for any inconvenience caused to You as a result of the early removal of existing facilities.
16. You accept that installation may cause damage to decoration, plaster, floors or brickworks and, except for damage caused by Our negligence, We do not carry out any remedial work/redecoration. Where damage is caused by Our Negligence We will make good such damage. Cuts or holes made during the installation process will, where possible, be made good. Floorboards removed by Us will be re-fitted where reasonably possible.
17. You will be asked to check and sign a completion document confirming that the fitting has been completed to your satisfaction. You should note on this completion document any areas that You may have concerns with before signing it.
18. Any issues which You wish to claim regarding installation, for which You require rectification, must be reported to Us within 15 days of the date You discover the problem and be within the installation guarantee period (2 years). In order to avoid any confusion or delay notification of any issues should be confirmed by You in Writing.
19. Subject to your statutory rights, We are unable to accept returns or offer refunds in respect of Special Products and /or Goods altered specifically for You.
20. Stone worksurface/ Please ensure that the contracted named person to be on site on the date confirmed for templating and installation.
21. Quartz worktop prices are based on 3m length worktop.
22. Nothing in these Terms excludes or limits for death or personal injury caused by Our negligence or negligence of Our Employees agents or subcontractors, fraud or fraudulent misrepresentation, breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982 (Title and Quiet Possession), breach of the terms implied by section 12 of the Sale of Goods Act 1979 (Title and Quiet Possession) or defective products under the Consumer Protection Act 1987 or any other liability which may not otherwise be limited or excluded under applicable law.
23. The Supplier may, be giving notice to the Customer at any time up to 28 Business Days before delivery, increase the price of the Goods to reflect any increase in the cost of the Goods that is due to any factor beyond the Supplier's control, including foreign exchange fluctuations, increases in taxes and duties, and increases in labour, materials and other manufacturing costs.
24. **Subject to clause 20 above, We will not be liable under the Contract for any loss or damage caused by Us, Our employees, agents or subcontractors in circumstances where:**

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**i) There is no breach of a legal duty of care owed to You by Us or by any of Our employees or agents**

**ii) Such loss or damage is not a reasonably foreseeable result of any such breach**

**iii) The loss or damage results from breach by You of any term in this Contract.**

25. We will agree a delivery date for the Goods with You when the Contract is signed. You will then receive a telephone call on the day of delivery, specifying an estimated arrival time between 8am and 8pm. We will not be liable for any unforeseeable loss or damage arising from the provision (or non-provision) of the Goods and/or Services, including loss of profit or consequential loss or damage.
26. We will not be liable by reason of any delay in performing or any failure to perform Our obligations under the Contract if the delay or failure is due to an Act of God, war, industrial action, terrorism, power failure, or any other case beyond Our reasonable control.
27. No waiver by Us of any breach of the Contract by the Buyer shall be considered as a waiver of any subsequent breach of the same or any other provision. No delay or failure by Us to exercise any powers, rights or remedies under these Terms and the Contract will operate as a waiver of them nor will any single or partial exercise of any such powers, rights or remedies preclude any other or further exercise of them. Any waiver to be effective must be in Writing and signed by an Authorised Representative.
28. These Terms and the Contract supersede all prior representations, understandings and agreements between You and Us and sets forth the entire agreement between You and Us.
29. The advertised offer on our leaflets excludes VAT and is exclusive of appliances.
30. The symbols in our advertised offer represent the following: D -Door, S- Space, M/S – microwave space, F/F D – Fridge Freezer Door.

**Before signing The Contract, You should carefully read and ensure that You understand these Terms and Conditions. If You are in any doubt as to meaning of the Terms please advise Us prior to signing the Contract.**

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