



Terms and Conditions

1. DEFINITIONS

- In these conditions:
- 'Condition' means the standard terms and conditions of sale set out below, including any special terms and conditions agreed in writing by us;
- 'Contract' means any contract for Goods made between you and the Company;
- 'Goods' means the packaged products or services which we shall supply in accordance with these Conditions;
- 'We' means MB Kitchens and Bathrooms which is the trading name MB Kitchens and Bathrooms Limited. Registered in England & Wales Company Number: 06863116, 'You' means the customer seeking to purchase the Goods from us and 'Your' shall be construed accordingly.

2. PRICE

Supply Only

- The price of the Goods shall be the price given on the date you place your order and will be confirmed on your invoice. The price of the Goods will include VAT at the prevailing rate. Delivery charges may be applicable to your order. Prices correct at time of print. Errors and omissions excepted by customer.

Supply and Installation

- The price of the Goods shall be the price given on the date you place your order and will be confirmed on your invoice. However as our installation diary can be booked up 6 months in advance any price increases 30 days before installation will be added to your invoice. The price of the Goods will include VAT at the prevailing rate. Delivery charges may be applicable to your order. Prices correct at time of print. Errors and omissions excepted by customers.
- Failure to make payment could result in a delay or loss of fitting date. Late payment of the above may result in a change to the fitting date allocated.
- The deposit is confirmation of the existence of a legally binding contract, which is non refundable unless we are in breach of the contract. This is in accordance with your statutory right under the sales of goods legislation.
- On receipt of a deposit, it is understood that if the Customer cancels the Contract out of the 14 day cancellation period, then they will be liable to cover any costs encountered by MB Kitchens & Bathrooms.
- Once the order for work is confirmed and the parts ordered, the Customer will be liable for the cost of all parts and consumables ordered, in respect of the work detailed, irrespective of any work undertaken.
- If the Customer cancels their instructions prior to any work being carried out or materials supplied then the Customer shall be liable for any related expenditure together with the profit that would have been made by MB Kitchens & Bathrooms had the work been carried out &/or materials supplied in accordance with such instructions.
- Title of goods does not pass until payment is made in full.

3. DEPOSIT ORDERS

- We guarantee to hold the price of the goods on your invoice for 28 days from the date of your order. Should you be unable to take receipt of your goods within this time, the price paid can only be guaranteed by making payment in full and taking delivery within a further 30 days.

4. DATE FOR PAYMENTS

Supply Only

- The payment schedule will be £500 if a room plan and CAD drawings are required prior to placing the order (this will be deducted from the final invoice). 100% payment will be required at the time of placing the order.
- Up to £500 can be paid by credit card, the remainder will need to be paid by bank transfer or direct debit.

Supply and Installation

- The payment schedule will be £500 if a room plan and CAD drawings are required prior to placing the order (this will be deducted from the final invoice). A £1000 deposit per room will be required at the time of placing the order and booking a fitting date in the diary. A payment of 75% of the project value will be required 28 days before work commences and the final 25% on the day of completion. If multiple rooms are being undertaken then payment is due on completion of each room. This excludes any outstanding snagging or replacement items that need to be undertaken. Depending on what outstanding work is required, MB Kitchens & Bathrooms will suggest an amount to withhold until the work is complete.
- Up to £500 can be paid by credit card, the remainder will need to be paid by bank transfer or direct debit.
- Special order items such as kitchens are to be paid for in full at the time the order is confirmed with the manufacturer. For the avoidance of doubt, payment is on an 'upfront' basis because the goods are specially made to order by the company's German supplier and the company would find it difficult, if not impossible to sell the goods to a third party. The full payment does not include the labour charge.

5. ORDER CHANGES

- Should you wish to change the order, delivery date or delivery address, you should contact MB Kitchens and Bathrooms no later than 7 days prior to your original agreed delivery date to enable us to perform the Contract.

Kitchen Order -

- No modifications, amendments or variations of the contract can be made once the order is 'locked'. The term 'locked' means post customer sign off and confirmation to produce goods in Germany.

6. CUSTOMER RESPONSIBILITY - SUPPLY & INSTALLATION

- It is the Customer's responsibility to apply for and obtain all necessary approvals, such as planning permission, building regulation approval and listed building consent prior to the commencement of the works.
- The Customer will allow MB Kitchens & Bathrooms reasonable use of toilet facilities.
- The Customer will provide electricity and water for MB Kitchens & Bathrooms in relation to the works.
- The area of work must be cleared of any possessions and hygienically cleaned (bathroom/kitchen) before work can start. Failure to do so may result in a delayed start date and possibly an additional labour charge.
- The Customer must advise MB Kitchens & Bathrooms if they wish any items from the bathroom/kitchen to be kept and re-fitted.
- The Customer is responsible for providing storage space for any deliveries e.g. bathroom and kitchens.
- MB Kitchens & Bathrooms does not take responsibility for the condition of any products/deliveries supplied by the customer. Any problems with the products/deliveries supplied by the customer will be sorted out by the customer and if work is delayed because of a problem with the product/delivery, an additional labour cost could be incurred.
- Registering of all products is the responsibility of the Customer.
- If, after MB Kitchens & Bathrooms have carried out the works, the Customer is not wholly satisfied then the Customer shall give notice in writing within 12 months and shall allow MB Kitchens & Bathrooms, and its insurers, the opportunity of both inspecting such works, & carrying out any necessary remedial works if appropriate.
- The Customer accepts that if they fail to notify MB Kitchens & Bathrooms as aforesaid then we shall not be liable in respect of any defects in the works carried out.
- If a Customer incorrectly completes an eligibility declaration for VAT relief for disabled people then we are obliged to charge the full prevailing VAT on the whole of the order and labour.
- Our labour is guaranteed for 1 year from the date of completion with the manufacturer's warranty in force. The Guarantee will become null & void if the work/appliance completed/supplied by MB Kitchens & Bathrooms is:
 - (i) Subject to misuse or negligence.
 - (ii) Repaired, modified or tampered with by anyone other than an MB Kitchens & Bathrooms operative. MB Kitchens & Bathrooms will accept no liability for, or guarantee suitability; materials supplied by the Customer & will accept no liability for any consequential damage or fault.
- The Customer must exercise due care and remove any delicate or fragile furniture or possessions from the working area before work commences.
- While every effort is made not to damage your home, accidents do happen. Minor damage may occur to decor, plaster and tiling during the installation services but you agree that we will not be responsible for redecorating or making good any damage unless it is as a result of our negligence rather than an unavoidable consequence of having the Products fitted.
- If loft access is required, the loft should be made accessible and items moved out of the way to gain access.
- Additional costs may be incurred for any unforeseen work that might occur or due to the unknown condition of the walls and floor once the tiles and bathroom/kitchen suite have been removed.
- If carpets are to be lifted, then they will be put back to the best of our abilities. However the Customer may need to pay for a carpet fitter to come to refit them.
- If the central heating is to be drained down to have new radiators moved/installed, and problems occur with the boiler or radiators on refill, we will endeavour to do everything possible to solve such a problem, however an additional charge may be incurred if a fault occurs beyond our control. This would involve a Gas Safe Engineer attending site.
- MB Kitchens & Bathrooms are only responsible for the section of plumbing/pipe work undertaken by them and are not liable for any problems with any other section of the plumbing/pipe work.
- MB Kitchens & Bathrooms plumbing prices are based on 15 mm and 22 mm pipe work. If any specialist fittings are required or oversize pipe work is used in the house, any additional cost is to be paid for by the Customer.
- While we may provide drawings of the finished kitchen or bathroom, these are only a representation of the finished kitchen or bathroom and could change due to fitting restrictions, customer requirements and alterations.
- If the products are being supplied by the customer, MB Kitchens & Bathrooms ask that you have them delivered at least a week before work is due to commence as late delivery could result in additional charge as work cannot be undertaken or the work being rescheduled to the next available date.
- Following the room rip out, if the wall is in a bad state and needs to go back to brick then this will result in an additional cost being added to the plastering charge.
- Prior to plastering, if it is noticed that the walls are uneven, dips in the walls or are not level, then it may be necessary to add an additional cost for the walls to be floated flush. This will not be apparent until the room is empty and it is at the plastering stage.
- Following plastering and prior to decorating, there may be an element of rubbing down necessary. This is the responsibility of the Customer or their Decorator.
- If the Customer has purchased their own accessories from elsewhere e.g. toilet roll holder, mirror, towel hook, depending on the amount of work necessary, a small charge may be added for the time taken. This should be brought to our attention at the start of the project
- Following fitting, adjustments to doors, kitchen units etc. will be covered for 1 year, following this a charge will be made for the fitter's time.
- A labour charge will be passed on for all warranty work.

7. GAS/ELECTRIC

- All gas and electrical work will be carried out by qualified engineers and pricing will be done on the basis that your property is within the legal requirements. If the gas or electricians are deemed to be unsafe or not up to regulations then the customer will be notified of what work needs to be done and an estimate will be provided.

8. TILING

- With regard to tiles purchased independently by the Customer, we ask that you buy at least 2 sq. m more than is required, and check batch/shade numbers are all the same. Failure to do so may result in a delayed start date and possibly an additional labour charge.
- When choosing tiles and borders, check to make sure they are both the same thickness to avoid creating a lip between the tile and border. Failure to do so may result in a delayed start date and possibly an additional labour charge.
- If the Customer is to provide the tiles then the labour cost will be based on ceramic tiles, if the Customer chooses porcelain, granite or natural stone tiles, then an additional charge (a minimum of £10 a square meter depending on tile) will be incurred for the cost differences in materials and fitting.
- Tiling pricing is based on stock grout; additional charge will be incurred for special order grout and any tile sealants which are required.
- An additional charge for drill bits may be incurred if the tiles are excessively hard and difficult to drill.
- Please check your tiles carefully before tiling commences. Shade variation is a design feature of most tiles. If for any reason you are not happy with the shade of your tiles, we cannot accept the responsibility after the tiling has commenced. Please ensure you are happy with the shade of your tiles before you start any project.

9. COLLECTION AND DELIVERY

- Kitchen Goods are normally supplied within 6 to 8 weeks of an order being confirmed.
- It is the Customer's responsibility to ensure that there are reasonable storage facilities for the goods being delivered and that there is satisfactory access to the chosen location.
- Delivery dates are an estimate, however, we will endeavour to supply within a reasonable time. On supply only contracts, we would recommend that adequate leeway is allowed when organising contractor start dates. Failure to deliver on an estimated delivery date shall not render MB Kitchens & Bathrooms liable for damages, lost time, or any other consequential loss.
- Delivery of goods will be deemed to have taken place when they are signed for and accepted at a chosen delivery address.
- Please inspect all goods on delivery and advise us of any shortfall, visible damage or incorrect goods within 24 hours.
- Goods cannot be returned once fitted.
- MB Kitchens & Bathrooms are not liable for damages, lost time, or any other consequential loss.
- Delivery does not include unpacking or assembly unless otherwise agreed by MB Kitchens & Bathrooms.
- On supply only contracts, the driver is **NOT** insured to take the goods inside your property. So therefore if the goods ordered are of a heavy or bulky nature, it is strongly recommended that at least two able bodied persons are available to get the goods inside the property. You must therefore make your own arrangements at your own risk if the relevant item needs to be taken elsewhere at the delivery address.
- On supply only contracts, there will be a minimum delivery charge of £50.00. This charge may increase depending on the amount to be delivered. The delivery charge will be agreed with, and paid by the Customer prior to booking.
- Our home delivery service options and pricing will be explained at the point of order.
- Home deliveries are generally made between 8am and 5pm. A convenient delivery date will be agreed with you at the point of placing your order.
- You shall be responsible for making all necessary arrangements to take collection of the Goods. Deliveries are to the front door or garage.
- Any specific, or exceptional delivery requirements should be agreed at the point of purchase.
- If you fail to take delivery of the Goods or fail to give us adequate delivery instructions on the date agreed for delivery, then we reserve the right to charge you the subsequent delivery charges, and an admin fee.
- If you do not check your delivery is correct before installation commences, we will not accept liability for any additional costs that you incur while any product issues are resolved.
- You agree to accept delivery within 30 days of the date you make payment in full for your order unless otherwise agreed. We reserve the right to charge storage charges at the rate of 5% of the total order per month if orders are delivered outside 30 days.
- Risk of damage to, or loss of the Goods shall pass to you at the time we deliver to your agreed delivery address.

Check your delivery

- At the point of delivery please check that the number of items delivered matches the number advised on the delivery note, so that your delivery can be recorded accurately. We recommend you complete a full check of all items within 24 hours after delivery. Please open each box and check that everything is as ordered and appears in good condition.

10. LOSS OR DAMAGE TO GOODS ON DELIVERY

- We recommend you examine the Goods to check that they are as ordered and undamaged within 24 hours from delivery. Please open each box and check that everything is as ordered and appears in good condition. MB Kitchens & Bathrooms will replace Goods free of charge that have been incorrectly supplied or damaged in transit during their delivery. Please notify immediately.
- All damaged Goods, wherever possible, should be returned in their original packaging and at the customer's cost.

11. CANCELLATION RIGHTS – GOODS ORDERED IN STORE, VIA THE INTERNET OR TELEPHONE

- Starting from the date a deposit is received, the Customer has the right to cancel the contract at any time within the period of 7 days. Please see Appendix A.

Kitchens

- Due to the nature of the goods once confirmed the contract is non-cancellable, the only exception is where Goods supplied are faulty or not in accordance with the specifications of Your order then cancellation will be allowed on those items.
- We cannot accept the return of unwanted goods.
- We cannot refund Goods that have been damaged or used while in Your possession.

- **Bathroom**

- You will be entitled to cancel the Contract with us in the following circumstances:
Internet, telephone and store orders where goods have not been installed and you are unhappy with the Goods, for whatever reason, and notify us before the expiry of 14 days from the day after the day on which the Goods were received; or where Goods supplied are faulty or not in accordance with the specifications of your order.
- A refund will be reimbursed to you within 28 days from the day after the day on which the cancellation was made. This is subject to us being given reasonable opportunity to inspect the goods where we feel it necessary and goods are returned to us at the customer's cost. Please be aware that a restocking fee may be incurred.
- This right of cancellation does not apply to special orders of products including kitchens or where goods are specifically made to your specification or personalised at your request.
- You are obliged to take care of any products that you intend to return to us. We ask you to ensure that returned items are complete, unused, with unbroken seals and wherever possible, in the original packaging. Please ensure that they are packed appropriately if collection is required.
- We cannot refund Goods that have been damaged while in your possession.

12. WARRANTY AND LIABILITY

- Proof of purchase is required before any warranty claim can be assessed.
- We shall make good by reimbursement of the whole or part of the price or, at our option, by repair or by replacement any defect developing under normal domestic use of the Goods within the stated guarantee period for the product effected, see below for full details of our product guarantees.
- All products come with a guarantee included at no extra cost. The length depends on the product. Please register all products guarantee.
- If you are not entirely satisfied with your purchase please contact us. We will try to resolve any issues that you have as quickly as possible and if necessary we will explain how to follow our complaints procedure. If you remain unhappy with our final response, You may be entitled to refer your complaint to The Furniture Ombudsman and we are bound to follow any decision that they make. To find out more about The Furniture Ombudsman and how you might be able to use their dispute resolution service visit www.thefurnitureombudsman.org or telephone 0845 653 2064.

13. GENERAL

- We shall have no liability whatsoever for any failure to perform, or for a delay in the performance of any of our obligations under the Contract arising wholly or in part by reason for any factor beyond our direct control.
- In placing an order with us, you warrant that you are a resident of the United Kingdom and that you have the necessary permission and authority to enter into this Contract.
- Where any competent authority deems any Condition to be invalid or unenforceable in whole or in part, then the offending part shall be removed and the validity of the remainder of the Condition shall not be affected.
- These Conditions do not purport to confer a benefit on any third party by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person that is not a party to it.
- The Contract and these Conditions shall be governed by the laws of England, and you agree to submit to the non-exclusive jurisdiction of the English courts.
- Any notice required or permitted to be given by either party to the other under these Conditions shall be in writing addressed to the other party and delivered to the address provided at the time the order is confirmed or any subsequent or alternative address which one party may notify to the other from time to time.
- The terms and conditions do not affect your statutory rights.
- MB Kitchens & Bathrooms reserves the right to refuse or decline work at its own discretion. Where MB Kitchens & Bathrooms agree to carry out works for the Customer, those works shall be undertaken by the designated operative of MB Kitchens & Bathrooms at their absolute discretion.
- Where an estimate has been supplied it may be revised in the following circumstances:—
 - (i) If after submission of the estimate the Customer instructs MB Kitchens & Bathrooms (signed and put in writing) to carry out additional works not referred to in the estimate.
 - (ii) If after submission of the estimate there is an increase in the price of materials.
 - (iii) If after submission of the estimate it is discovered that further works need to be carried out which were not anticipated when the estimate was prepared.
 - (iv) If after submission of the estimate it is discovered that there was a manifest error when the estimate was prepared.
 - (v) If the original quotation is over 6 weeks old.
- Fitting dates are only an estimated start date as this might change due to delays on previous jobs or delays with deliveries of products needed.
- The quote/estimate does not include any decorating unless stated.
- MB Kitchens & Bathrooms would like to take before and after photos for use on our website.
- While MB Kitchens & Bathrooms supplies CAD drawings to show a representation of what the finished Kitchen/Bathroom could look like, it is not a guaranteed finished picture
- MB Kitchens & Bathrooms' estimate is based on the calculation of keeping all the old copper and brass removed from the job site
- MB Kitchens & Bathrooms is not responsible for any damage caused by skips being delivered or placed on your property. We may however order oversized skips at our expense to allow for additional shop waste to be placed in the skip.
- Whilst we will try to ensure we keep dust and disruption to a minimum during the provision of the installation services, you should take all reasonable and necessary steps to minimise the impact of the installation services, for example by moving breakables/delicate items and covering areas likely to be affected with dust sheets. Whilst the Fitters will endeavour to clean up after themselves, you should expect some dust to result from the installation services and you agree that we will not be liable for any cleaning expenses resulting from such dust.

- Full payment is due on completion. Cheques made payable to **MB Kitchens & Bathrooms** or funds can be transferred direct to:
 - Account Name: MB Kitchens & Bathrooms Ltd
 - Sort Code: 40 35 45
 - Account Number 31533118
 - Bank: HSBC

14. PRICE GUARANTEE

- We aim to beat any price, if you find a better price from a competitor, we will aim to match the third party price if supported by a written quotation for the relevant product from the competing retailer.
- MB Kitchens and Bathrooms will only beat prices from competing high street retailers. All prices from online retailers are excluded.
 - (i) Prices will only be beaten once for each eligible item purchased from us.
 - (ii) The product(s) must be comparable in all material aspects including style, quality, materials and structure. We reserve the right to refuse to beat the price of items not deemed to be equivalent at our sole discretion.
 - (iii) The comparison will be made against the actual store price including any discounts or offers applicable at the time the application is made.
 - (iv) The price guarantee excludes tiles, splash panels, worktops, installation charges and delivery.
 - (v) MB Kitchens & Bathrooms reserve the right to withdraw or amend the MB Kitchens & Bathrooms price guarantee at any time without notice.
- Product ranges and pricing in store may not be the same as those for comparable products found on www.mbkitchensandbathrooms.co.uk

Our Guarantee:

- **Our guarantee is limited to the products supplied and does not cover any associated installation costs, consequential loss or damage claims.**
- We will replace at our discretion, in part or whole, a product which is defective in operation or materials. If the exact model is no longer available, we will endeavour to provide the nearest equivalent from our then current range. To be covered by the guarantee, all products should be installed in accordance with the instructions provided and be for domestic use only. Products must be purchased and installed in the UK. This product guarantee applies to the original purchaser or end user and the original installation address only, is non-transferable and takes effect from the date of purchase. The guarantee does not cover damage during fitting, accidental or malicious damage, improper use or negligence, discolouration due to prolonged exposure to sunlight or UV light, general wear and tear (for example light bulbs, hinges, cartridges & shower hoses are items that do need to be replaced periodically), damage due to poor installation or servicing or consequential loss. Shower hoses, tap and shower cartridges & furniture hinges are guaranteed for one year. Care should be taken in hard water areas to ensure that cartridges are regularly cleaned. **We require original proof of purchase to be provided for us to be able to consider any claim, so please keep your invoice and/or receipt.**
- MB Kitchens and Bathrooms reserve the right to alter the details of, or wholly withdraw elements of these guarantees entirely at their discretion. Existing commitments will be honoured up to the date the change is made and in accordance with the terms as set out here.
- Our Guarantee is in addition to your statutory rights, and does not affect your statutory rights.

Ex-Display Products:

- Products sold as ex-display have been installed in our showroom and may well have scuffs and cosmetic damage consistent with normal use and wherever possible we have tried to show affected areas prior to sale.
- Ex-display products are sold without warranty. This does not affect customer's statutory rights.

15. VARIATIONS

- MB Kitchens & Bathrooms or the Customer must not carry out any major variation to the existing estimate without first agreeing the specification and price.

16. FITTING CHARGES

Additional fitting information and costs that may arise from the unknown aspects of the nature of the work

- The tile trims cost will be added to the final invoice (tile trims cost between £5.99 to £15.99 each).
- Drilling Porcelain tiles is becoming more and more difficult and can lead to additional labour costs and specialist drills bits being added to the final invoice.
- Once a new floor has been fitted, it can sometimes be necessary to trim the door down to allow the door to close. This is therefore additional work and will be charged accordingly.
- Customer own supplied products to be installed is classed as additional work and will be charged accordingly, unless agreed prior to installation.
- Where access to the loft is required, loft insulation will be moved and placed back as best as possible. Excessive installation will be piled to one side if we deem it necessary.
- Custom making of items on site is based on a predetermined time scale and due to the nature of the job may over run. This is therefore additional work and will be charged accordingly
- Electrical installation is estimated based on the current electrical installation being correctly installed and usable for our purpose. If additional circuits are required this is therefore additional work and will be charged accordingly
- Electrical fault finding and diagnosing is classed as additional work and will be charged accordingly
- If loft boards are screwed down and take excessive time to remove and replace, this is therefore additional work and will be charged accordingly.

- Sub floor issues needing to be rectified is classed as additional work and will be estimated at the time of the job with the customer.
- Down lights are fitted to the best of our abilities taking into account the positions of the joists above.
- Fitting blinds is classed as additional work and will be charged accordingly, unless agreed prior to installation.

All additional work is charged at £45 +VAT per hour plus any materials used, unless a separate price is agreed.

Appendix A

Notice of the Right to Cancel

- If you wish to cancel the contract you **MUST DO SO IN WRITING** and deliver personally or send (which may be by electronic mail) this to the Company named below. You may use the form below if you want to, but you do not have to.
- Starting from the date a deposit is received, the Customer has a right to cancel the contract at any time within the period of 7 days. In order for the Customer to cancel the Contract, the following must be completed and returned to MB Kitchens & Bathrooms within the 7 day period.

To: MB Kitchens & Bathrooms

I hereby give notice that I wish to cancel my contract for the supply of a kitchen / bathroom suite (delete as appropriate).

Signed: _____

Name & Address: _____

Date: _____

Please use the space below to indicate what items you wish to keep and if any are to be refitted