

TERMS & CONDITIONS

2019 EDITION

My Outdoor Kitchens Ltd
71-75 Shelton Street
Covent Garden
London
WC2H 9JQ



TERMS & CONDITIONS AGREEMENT

Thank you for ordering with My Outdoor Kitchens Ltd. We will certainly go over and beyond to ensure you are satisfied with your product and Services from Us.

This agreement sets out some terms that protect you as our client and at the same protect us.

This agreement is only between you and Us.

To streamline this, We have ordered the terms based on the stages from start to finish.



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THE SMALL PRINT

Let's get this small print out of the way.

- ✓ Signing this document is not mandatorily. Accepting this document by post, person or email is accepted as agreement of our Terms & Conditions.
- ✓ This Terms & Conditions Agreement only becomes active when a client has accepted our quotation and/or 3D renders and signed their Contract for Us to begin planning/installing or delivering any purchased Goods or Services.
- ✓ By purchasing any product or service from Us, The Client do so under these terms.
- ✓ By signing The Client agree, that The Client cannot use this document in any way against (vs) any term(s) found within the Contract The Client have signed.
- ✓ By signing The Client agree, that We can amend this Terms & Conditions at any point without your signature. The Client will be notified on such changes by email. This does not affect your statutory rights.

DEFINITIONS

From here on in, we refer to the following as;

1. The “Company”, “Designer”, “Developer”, “We”, “Us” means My Outdoor Kitchens Ltd.
2. The “Goods” means any Goods of the contract and purchased from My Outdoor Kitchens Ltd.
3. The “Product(s)” means any product (such as but not limited to; pizza ovens, fireplaces, terraces, modular units, grills) purchased from My Outdoor Kitchens Ltd.
4. “Services” means any Kitchen/garden/product design and installation by My Outdoor Kitchens Ltd.
5. “Client”, “Customer”, “End User”, “The Client” means customer who is purchasing from My Outdoor Kitchens Ltd.

QUOTATIONS

1. QUOTATION TERMS

- A. By accepting a quotation or making a payment from a pro-forma and/or invoice with the objective to purchase any product or service from Us, The Client acknowledges to have read, understand, and accept the Terms and Conditions of this Agreement, and agrees to be legally binding by these Terms and Conditions. Contract Letters of Agreement shall be governed by the laws of England and Wales which shall claim venue and jurisdiction for any legal motion or claim arising from this agreement. This agreement is void where prohibited by law.
- B. Quotations are valid for 30 days only.
- C. Whilst We do our best to interpret figures, diagrams, drawings or conversations which detail the sizes, shapes and details of your quote, We are unable to guarantee that this is a correct interpretation of your exact requirements and cannot be held liable if these subsequently prove to be incorrect.
- D. It is up to The Client to ensure that the sizes, shapes and dimensions detailed in our quote are correct for what The Client require. Before manufacture, We will produce an order confirmation which is the basis on which We manufacture. It is also up to The Client to ensure that sizes, shapes and all the details of your order as detailed in your order confirmation email are correct for what The Client require.
- E. Apart from some preparation work and cutting timber to rough over size, We will not machine your order until We have received confirmation that the order details are correct.
- F. All measurements are in millimetres. Where these have been converted from other forms of measurement, for example imperial measurements or measurements expressed in metres and centimetres, it is up to The Client to ensure that these are correct, even if provided by Us. We do not check or warrant these details for accuracy or validity.
- G. Illustrations, descriptions, weights and measurements shall be taken by the buyer as a guide only and are not binding in detail. We reserve the right without notice and without affecting the validity of the contract to make such changes in materials, dimensions and design as are reasonable and desirable.
- H. Colour accuracy of the products viewed on our website cannot be guaranteed due to vagaries of the image reproduction process. Any images and samples should be treated as approximations only.
- I. If a kitchen order is cancelled at any stage, a charge will be made for any work undertaken to the point of cancellation. This may exceed any monies already paid. We also reserve the right to make a charge for loss of profit in addition to the cost of work already carried out. Where an order is completed and ready for delivery, but The Client chooses to delay delivery, the final balance becomes due at the original agreed delivery date.

■ End of Quotations Section

PRICE & PAYMENTS

2. PRICE TERMS

- A. The price of the Goods and/or Services will be set out in our price list in force at the time We confirm your order. Our prices may change at any time, but price changes will not affect orders that We confirmed with The Client that The Client have placed.
- B. The prices of Goods exclude delivery costs, which will be added to the total amount due.
- C. VAT is included in the total price on your quotation / invoice document.

3. PAYMENT TERMS

- A. The Client must make payment for Goods and/Services in advance by bank transfer and is set out in the invoice or quote The Client have received. Any products purchased from Us will require payment upfront before delivery.
- B. Initial Invoice must be paid within 7 days including weekends. No work can begin unless payment is received. Invoices that are part of a staggered process also must be paid within 7 days.
- C. Your quotation or invoice will set out the payment structure for your Services, but in general;
 - 3.C.1. Freestanding or individually purchased Goods including but not limited to; such as Pizza Ovens, Fireplaces, BBQ Grilles, Fridge/Freezer, Winer Cooler will require 100% payment before deliver.
 - 3.C.2. Staggered payments will be noted on your quotation and invoice. Otherwise, this is;
 - 40% Deposit **Prior** to any works starting or material purchasing. This guarnatees the purchase of materials used to build. If development has started and/or materials purchased and/or appliances/Goods ordered then deposit is not refundable.
 - 25% Payment **Prior** to delivery of Goods, Frame built and ready for fixing.
 - 12.5% Payment **Prior** to guarantee worktop templating and surface order
 - 12.5% **After** Installation of worktops, appliances (not connected), lighting (not connected).
 - 10 % Upon Job Completion
- D. Interest on non-payment, late payment or shortcomings will be charged at 8% above the current Bank of England Base Rate per calendar month or part month.

- E. Once an invoice has been paid this will be deemed as your complete satisfaction with the work undertaken by Us and thereafter, We shall not entertain any claim of error, oversight, damage, quality control or other matters arising from or relating to the installation.
- F. Should payment for a staggered project not have been received after 8 days from the date of the invoice We will get in contact with The Client and inform The Client that no Goods or Services will begin which will delay your project and end dates.
- G. Should payment for a staggered project not have been received after 14 days automatically, without further notice, issue legal proceedings against The Client for outstanding monies and interest accrued. Any fees incurred by Us in so doing will be added to the outstanding monies.
- H. If no payment has been made after 20 days, We reserve the right at our discretion to decide to suspend or stop work totally until payment has been resolved, interest rate will still accrue until payment made.

■ End of Price & Payment Section

DELIVERY OF GOODS

4. DELIVERY DATES

- A. We always make every effort to deliver Goods within the delivery option requested at the time the order was placed. However, We cannot guarantee this, and We will not accept any liability if your order is delivered outside any previously agreed time or date.
- B. Timescale for delivery and delivery charges will vary depending on the availability of the Goods and your address.

5. DELIVERY TERMS

- A. Someone will be required to sign for and carefully check the Goods.
- B. Delivery for Goods only will be kerb side delivery and it is up to The Customer to arrange movement of such Goods. It is The Customer's responsibility to ensure the unloading area and drop off point are suitable. The Company cannot be held liable for any injury to persons unloading the delivery no matter how cause.
- C. Delivery for installation service products such as modular units, grilles, We will transport them to the site area.
- D. We recommend that The Client only arrange for tradesmen to carry out work on your behalf after your Goods have been delivered. We will not be responsible for any losses incurred for late delivery no matter howsoever caused.
- E. Where the company informs The Customer that the Goods, worktops, fireplaces, pizza ovens, modular kitchen units are particularly heavy and require multiple helpers, it is The Customer's responsibility to provide the correct number of suitable helpers to help lift to the desired areas on site. We will not accept any liability for any injury arising from unexperienced helper. The Client will have to ensure that the helper is able and capable to lift and carry such items.
- F. Collection from our premises or specified location must be made within 5 working days of Us informing The Client.
- G. Delivery of an order shall be completed when We deliver the Goods, or The Client collect the Goods from Us.
- H. The Client will own the Goods once We have received full payment(s).

6. IF THE GOODS ARE FAULTY

- A. We know it is impractical to ask The Client to check your items the moment they arrive, however We do need them to be checked within 24 hours of delivery please. If there are any issues, then these must be reported BEFORE the items are fitted and within 24 hours of delivery date. If any product or Goods have been fitted, then it is assumed that the damage has occurred during the fitting process.

Of course, We will do everything to help in these instances, but there will be a charge for this, although to do our bit this charge is only ever levied at cost.

- B. In the case of any loss or damage please confirm the issue to Us by email along with photographic evidence which We can pass onto to the manufacturers. If The Client do not do this, We will not be liable for any loss or damage unless The Client prove that the consignment was signed for as damaged or missing on receipt.
- C. If there is any damage during delivery, We will endeavour to replace or repair the items as quickly as possible, however We are not liable for any further costs The Client may have to incur.

7. COLLECTION OF FAULTY GOODS

- A. If Goods arrive to The Client in a damaged/missing condition, We will do all We can to ensure collection (if possible) of the damaged Goods and arrange delivery of the replacement Goods directly from the manufacturer. **See the warranty section for more information.**

■ End of Delivery of Good's Section

MANUFACTURE

8. ORDERING & MANUFACTURE

- A. Goods are prepared for The Customer according to our workshop schedule. If The Customer delays delivery or collection after the worktops have been made, storage of the Goods is entirely at The Customers' risk. The Company will not be liable for any damage no matter how caused.

9. STORAGE

- A. The Company will endeavour to store the items carefully, however The Customer agrees that timber, as a natural product, is subject to movement and may move during the period of storage. The Customer expressly agrees that The Company is not liable for any such movement, as We do not have the correct environmental storage to prevent such movement.

10. ACCURACY OF MEASUREMENTS & INFORMATION

- A. All measurements, dimensions and sizes supplied on drawings will be worked to as closely as reasonably practicable. We accept no liability for deviation from measurements, dimensions or sizes caused by floors, walls, ceiling and or ceiling components, door and window openings reveals or apertures which are not plumb, level, flat and that are not as set out in the drawings provided.
- B. Any starting points and/or datum marks must be clearly marked and shown to Us on arrival and prior to Us starting installation. If flooring is being laid after the installation, We must have confirmation of its thickness and substrate, and a sample if possible, so We can adjust the furniture height accordingly.
- C. Where information is given to The Client by Us, either verbally or written, it is done in a timely fashion and with as much accuracy as possible and in good faith. We will not be held responsible for any omissions, errors or false information supplied to The Client. It is your responsibility to confirm the information provided to The Client is true and accurate.

11. REVISIONS & ADJUSTMENTS

- A. We reserve the right to revise prices and details at any time without notice.
- B. If We list a product at the wrong price due to a typographical or other error, We have the right to refuse or cancel any orders placed prior to the order being delivered.
- C. We will not adjust any prices without informing clients first and will allow The Client to withdraw your order at no cost to yourself and; if applicable, a full refund will be given.
- D. Goods are subject to availability. If any items of your order are out of stock or the material to make them are not available, We will advise The Client immediately of the expected delay in delivery. We

reserve the right to substitute out of stock items with a more expensive product at our discretion but at no additional cost to The Customer.

- E. All works undertaken by Us have a + / - 2-millimetre margin for error per cut. All timber reacts differently when cut. When undertaking work on a Customer's worktop, The Customer accepts that unforeseen variations in the timber may result in minor breakouts or machine marks. In order to minimize any possible effects of this, We may, at its discretion, chose to modify or amend any cut-outs or sizes as it sees fit to best deal with the situation. Further, where necessary, We may use filler in order to repair such damage. The Customer accepts that it is these variations in density and hardness of timber are a natural part of the product, and not the fault of Us. Naturally, We warrant that it takes all reasonable steps to avoid damage of this, or any other nature. In certain circumstances, flaws and faults within the timber may be exposed during the manufacturing process. The Customer accepts this is a natural feature of the timber, and not the fault of Us. We will do their best to remedy the situation but cannot be liable for any defects exposed in this way.
- F. The statutory right of cancellation does not apply to orders which are made to measure or in any way cut or altered to your requirements.
- G. If custom or bespoke orders are faulty, The Company reserve the right to take corrective action, which may involve the return of the faulty item to our workshops for repair. We may, at our discretion, replace the item. The Client agree to let The Company perform corrective work at your premises if We deem that suitable. If We decide the worktops need to be returned to the workshop for corrective action, The Customer will organise and be responsible for the removal. Any cost of removal and or re-installation will be borne by The Customer, no matter what the reason, even if the worktop is faulty.

■ End of Manufacture Section

KITCHEN & GOODS INSTALLATION

12. APPLIANCES

- A. We will fit the appliances in situ, and We may dig out the area if The Client have requested to do so at a cost, but do not connect any appliances or products that The Client have purchased with Us. We can suggest appropriate and suitable contractors who are in your area, but it is your responsibility to arrange the following;
- B. **Water - Plumber.** We will not connect any sink or taps to existing pipework and We will not install new pipework from any existing pipes.
- C. **Gas - Plumber.** We will not connect any fireplaces, grilles, or other gas products to existing gas pipework, and We will not install new gas pipework from any existing pipes.
- D. **Electrics.** If your kitchen area or product requires electrical connections, then The Client will have to arrange for an electrician to connect or install any electrical sockets or points for your kitchen area lighting or electrical products to work.

13. EXTRAS

- A. Including but not limited to; Skips, Hippo Bags, equipment that is required will be agreed between both parties.

14. SUBCONTRACTORS & WORKERS

- A. You can rest assured that we will only used qualified workers on site.

■ End of Kitchen & Goods Installation Section

WORKTOP SURFACES & SAMPLES

15. SAMPLES

- A. Any samples are exhibited or supplied solely to enable The Customer to assess the quality of such product and not to constitute a sale by sample. Samples may vary depending on the date that sample has been cut from a specific batch.

16. TEMPLATING WORKTOP TERMS

- A. The Client or an authorised person must be present to allow access to the property and to agree and finalise all project details with the template team, regarding items such as joints, cut outs, upstands etc.
- B. All additions, omissions and amendments made to the project details at the template stage will supersede all previous quotation details, resulting in possible price changes.
- C. Further changes are not always possible after the templating stage.
- D. The agreed and signed off template sheet indicates what will be fabricated.
- E. All base units must be fixed in place and level. If such movement of framework, units, flooring occurs but not caused by My Outdoor Kitchens Ltd, then We cannot be liable for any expense caused as the worktops will not marry up to the expected measurements. Do not move any unit carcass after templating as We will not be liable.
- F. No dresser or worktop units to be installed.
- G. Existing worktop removal and the disconnection and removal of appliances, sinks and taps etc, before and after template and installation, is the responsibility of The Customer.
- H. Supportive wall brackets or batons to be supplied and fitted by The Customer, where no supporting unit is present. Gaps greater than 600mm require battening, and units which are greater than 600mm require battening in the service void. Support is required for breakfast bars over 300mm deep.
- I. Sinks and taps must be onsite for the scheduled template appointment in order that measurements and orientation can be noted. Some sinks may be taken by the templating team to fit to the worktop in the fabrication unit.
- J. Hobs and any other appliances requiring a template should also be available to the template team.
- K. Ceramic/Granite under mounted sinks require a support cradle fabricating by The Customers kitchen installer/joiner and must be in place at the template stage.

- L. Any changes made to kitchen layout or design after template may result in a failed installation. If this occurs, The Customer will be liable for all associated re-templating/installation charges. Please satisfy yourself that all your final requirements have been agreed and confirmed with the template team before signing the template sheet.
- M. An Ag or Range cooker should be in position at time of scheduled template.
- N. Worktops weighing more than 150kg may require additional labour and this would be supplied by the fabrication dept.
- O. Every effort will be made to carry out template and installation appointments on the scheduled dates. However, the company cannot be held responsible for any delay or cancellation of appointments due to unforeseen circumstances and the resulting inconvenience and cost. Time slots are given a day or two before each appointment. Please allow for any unforeseen delays that may result in the templaters/fitters arriving later than the given slot.
- P. Your price may change if any extras are added to the original specification.
- Q. Splashbacks and upstands over 100mm high must have a minimum gap from the face to the rear of the hob: Electric 50mm, Gas 100mm.
- R. Every effort will be made to carry out template and installation appointments on the scheduled dates. However, the company cannot be held responsible for any delay or cancellation of appointments or any remedial works due to unforeseen circumstances and the resulting inconvenience and cost. Due to the nature of bespoke worktops that require, templating and fitting, in the unlikely event that there are issues during installation, The Customer must allow remedial work to be carried out to rectify the issue until the worktops are completed to respective quartz brand standards from Silestone, Apollo, Dupont, Caesarstone, Cimstone and others. Any remedial work will be carried out as promptly as possible, We cannot be held responsible for any costs incurred whilst the remedial re-work must be carried out. Customers should plan for tradesmen to be on site a day or two after installation in case remedial work needs to be carried out by We. Time slots are given a day or two before each appointment. Please allow for any unforeseen delays that may result in the templaters/fitters arriving later than the given slot.
- S. If The Client wish to postpone a template or installation appointment, please inform Us no less than 24 hours prior in order to avoid the appointment being charged again. We will be happy to arrange a more convenient time for The Client. Part refunds are given for cancellations of templates up to 5 days before your appointed template date.
- T. Clerical errors and omissions are subject to correction without notice. My Outdoor Kitchens Ltd are not liable for any costs incurred in such circumstances. Once bespoke worktops have been fabricated no refunds can be given.
- U. Quotes. Please check all submitted specification/plans/measurements are correct with quote/s issued by My Outdoor Kitchens Ltd. It is up to The Customer to make sure that the quote given by My Outdoor Kitchens Ltd is what is asked for. Again, any typos, clerical errors and omissions are subject to correction without notice.

- V. Extra labour may be required to help off load the worktops before installation. Charges will occur for fabricators to use own extra labour. This also applies if no suitable parking is available outside customers premises when worktops are to be installed on given date. These will be accessed at the template stage. From a Health and Safety perspective We can no longer allow members of the public (third parties, including kitchen installers and builders) to assist with lifting our worktops on site.
- W. Corian & Solid Surface Splash Backs. Splashbacks and upstands over 100mm high must have a minimum gap from the face to the rear of the hob: Electric 50mm, Gas 100mm.
- X. Underside Polishing for Quartz & Granite. Please let Us know if The Client require, any over hangs for underside of worktops, underside of breakfast bars, inside of end panel/waterfall legs etc, to be polished off.
- Y. Underside Cladding for Corian. Please let Us know if The Client require, any over hangs for underside of worktops, underside of breakfast bars, underside of worktops, inside of end panel/waterfall legs etc, to be clad in Corian. Please also inform Us if The Client require solid MDF for the underside finish.
- Z. Delivery & Handling of Be-spoke Worktops. Under normal circumstances worktops are delivered to installations teams made up of 2 men who take the worktops off our delivery driver and deliver to site to complete the installation.
- AA. Worktops over 2900mm long may require a site join. Worktops over 1200mm wide may also require a site join. Support is required for breakfast bars/overhangs over 300mm. Support must be figured out and supplied by The Customer.
- BB. Worktops that are over 1.8m² in size require additional labour to carry the worktops on to site and lift into place.
- CC. The following will be assessed at the template stage: Worktops up to 1.8m² (2000 x 900mm) includes for 2 people and is built into the standard installation price.
- DD. Worktops over 1.8m² and up to 3.6m² require Extra Labour which provides 4 people (2 installers and 2 additional).
- EE. Worktops over 3.6m² require Extra Labour which provides 6 people (2 installers and 4 additional).
- FF. Access to premises may need extra labour. e.g. Flats. Tower Blocks.

17. DELIVERY AND INSTALLATION OF WORKTOPS

- A. Our installation team will have to install the worktops and may require additional assistance if access is restricted or if the size of the surfaces exceed the measurements in previous section.

18. CLEANING WORKTOPS

- A. Please consult cleaning manuals provided by the stone fabricator / installer. At no point must The Client ever clean surfaces with bleach. We suggest using Cif ActivSpray.

■ End of Worktop Surface & Sample Section

TECHNICAL SUPPORT PRESALE

This section covers all the areas regarding providing technical support for new customers and pre-sales advice. If The Client are an existing customer and your product has become faulty, then please see the next section.

19. Technical Support Presale advice is based without any site visit and is mainly for the following, but not limited to;

- A. Clementi and/or other Pizza Ovens
 - 19.A.1. Dimensions, weight, power output, colour options, installation advice.

- B. Luna Bowl and/or Fireplace Goods, Fireplace Surrounds.
 - 19.B.1. Dimensions, weight, power output, colour options, installation advice.

- C. Terrace Covers and Louvered Roofing
 - 19.C.1. Dimensions, materials, fixings, colour options, installation advice for;
 - 19.C.1.1. Simplicity 35
 - 19.C.1.2. Umbrella Range
 - 19.C.1.3. Rain Gutters
 - 19.C.1.4. Side Sheets
 - 19.C.1.5. Heating & Lighting
 - 19.C.1.6. Fixings
 - 19.C.1.7. Pavement Banners
 - 19.C.1.8. Clickitup® Balustrades
 - 19.C.1.9. And any other range within the product categories

- D. Commercial Outdoor Kitchen Design & Installation
 - 19.D.1. Dimensions, modular unit options, colour options, installation advice.

- E. Outdoor Kitchen Design & Installation
 - 19.E.1. Dimensions, modular unit options, colour options, installation advice.

20. Further advice can be provided upon site survey and request.

■ End of Technical Support Presales Section

TECHNICAL SUPPORT AFTERSALES

This section covers all the areas regarding providing technical support for customers who have purchased products and Services with Us. We will be happy to assist The Client with any aftersales technical support. For any issues where items are faulty, please contact Us first and We will be able to assist on the best possible course of action.

21. 12 Months Guarantee of Service

- A. My Outdoor Kitchens Ltd provide a Guarantee of Services 12 months after delivery. We will repair and/or fix any defects in the Services provided. If The Client ask Us to attend and there is no defect, or the defect is not caused by Us, We may charge The Client a flat call our fee.
- B. Worktop surfaces are excluded from such Guarantee as Granite is a natural product.

22. Aftersales advice can be provided upon site survey and request.

The Goods come with a manufacturer warranty and details will be found in the manual, please see Warranty section for more information.

- A. Beefeater Grilles
 - 22.A.1. Usage, troubleshooting.
- B. Clementi and/or other Pizza Ovens
 - 22.B.1. Usage, troubleshooting.
- C. Luna Bowl and/or Fireplace Goods, Fireplace Surrounds.
 - 22.C.1. Usage, troubleshooting.

■ End of Technical Support Aftersales Section

DAMAGE

23. THIRD PARTY WARRANTY

- A. No claims for damage / discrepancies can be made by The Customer after installation, as installation of our materials constitutes acceptance of the product in its current state.
- B. Similarly, We will not accept any claims for damages / discrepancies once The Customer has performed any work on the worktops, including cutting, shaping, finishing or oiling.
- C. Any work carried out on the worktops constitutes immediate acceptance of the worktops.
- D. As custom-made orders (e.g. worktops cut to size, sink hole cut-outs etc.) are not cancellable, The Client must make sure that the information and materials (e.g. plans, designs, lists and sizes of products required) provided by The Customer and those provided by Us (e.g. items listed in our quotation) are correct and suitable for your use before The Client place an order with Us.
- E. Types of construction, stave widths, lengths and thickness may vary from the sample or from piece to piece. There may be occasions where the worktops are heavily sanded by Us in order to present the best aspect of the timber. This means in some circumstance's worktops may be less than the advertised thickness. If this is the case, We will sand all the worktops for that Customer to same thickness to provide a consistent product.
- F. Instances in which any damage or loss has occurred The Customer is under a duty to mitigate their loss as far as reasonably possible. The Customer must cite exactly what the problem is and give Us unfettered right to review and rectify the matter. The Customer also accept that any liability for damage does not extend beyond the repair/ replacement of the damaged product and anything immediately adjacent to it insofar as it is reasonable.

■ End of Damage Section

WARRANTY

We are sorry to hear that The Client are unable to use your product that was purchased with Us. Here is some information that The Client may find handy.

24. THIRD PARTY WARRANTY

- A. The Goods come with a manufacturer warranty. For full details, please refer to the to the manual that came with your Goods as each brand will have their own details, terms, contact information and they may change and update that at any point.
- B. This applies to any product purchase from Us either individually or as an entire kitchen package, which includes; pizza ovens, fridge and freezer, sink, tap, appliances, lighting, grilles, fireplaces. Each item may come with their own brand guidelines for registering, activating or claiming warranty.

25. STONE SURFACES

- A. Granite & Marble
 - 25.A.1. Due to the natural elements of Granite & Marble most suppliers will not provide any warranty for such product. There is no warranty for such surfaces. Natural stone is a product made from the ground and therefore is not heatproof, or stainproof.
- B. Quartz Surfaces
 - 25.B.1. Depending on the quartz brand The Client have selected, each one will come with their own warranty instructions and terms.

26. SERVICES INSTALLED BY US

- A. Kitchen and Modular Unit Installation
 - 26.A.1.

■ End of Warranty Section

LEGAL

We will carry out our work in accordance with good industry practice and at the standard expected. We cannot guarantee that our work will be error free and We cannot be liable to The Client or any third party.

27. HOW TO CONTACT US & NOTICES

- A. Our customer service team can be reached on 03335 770 205.
- B. All notices to your project shall be transmitted in writing by email with return confirmation of receipt or by certified or registered mail. All correspondences to adjustments, maintenance, queries or additional information should be sent to sales@myoutdoorkitchens.co.uk
- C. We are a registered company in England and Wales. Our company number is 10879709 and registered office is 71-75 Shelton Street, Covent Garden, London, WC2H 9JQ.

28. GDPR & PRIVACY POLICY

- A. Visit <https://www.myoutdoorkitchens.co.uk/privacy-policy/> for our full information on the data that We collect and use. Customers can request their removal of data and We will comply.

29. CONFIDENTIALITY & NON-DISCLOSURE

- A. Each party shall maintain Confidential Information in strict confidence. During this agreement, it may be necessary for Us to share your project information and other confidential matters such as foundation requirements, adhesive information, stone supplier and product purchased to delivery team, installation team. In rare cases We may have to disclose your project and information when requested by authorities, law enforcement and solicitors. When information is shared, an NDA may be produced for them to sign before any information or data is transmitted. This action is at the approval and discretion of the developer and The Client is not required to know this information. Should The Client disclose publicly any such project or information, the developer will not be liable.
- B. We will not sell your details, or ideas to any third-party.
- C. Your data will remain confidential information.

30. WEBSITE & PUBLICATIONS IMAGES

- A. Please note any images on our website or publications is for illustrative purposes. Your final product or finished installation of a kitchen may not look exactly like any photographs that We show The Client, as each project is different, or have had upgrades, and sizes will be different. These images illustrate to The Client what The Client could have, should The Client choose to have that or similar designs.

31. KITCHEN DESIGN & 3D RENDERS

- A. Your kitchen design and 3D render are an illustration of a suggested and proposed area based on the measurements and requirements requested. Upon site survey and/or dig out, there may be unforeseen conditions that were unknown that may require any slight changes to your design, but The Client will be notified of such before proceeding.

32. SOCIAL MEDIA

- A. Posting by My Outdoor Kitchens Ltd;
 - i. By purchasing a product or service The Client agree that We may use your 3D renders, and finished photographs on our social media platforms, if We ensure your identity is hidden and anonymous.
- B. Posting by customer;
 - ii. We love it when our customers upload photos of products and Services fully finished. We ask if The Client “tag” Us on such platforms so people can see where The Client purchased the product or service from.

33. SUPPLY OF SERVICES

- A. We will supply the Services to The Client set out on the order.
- B. We shall use reasonable endeavours to meet the desired start date but cannot control events outside of our control that may delay the start date.
- C. We will base our Services on the details and measurements that The Client have provided to Us, but after site survey We find that there are incorrect values to which differ to what is provided We may have to adjust the overall design, alter a product to fit, or adjust the type of product. We will not be liable for any delay that is caused by incorrect information given to Us. If We must abort any work due to incorrect values or information or not being able to access the site, then We will charge an abort fee and any invoices that have been issued to The Client will have to be paid.
- D. We may have to suspend the Services if We have to deal with technical problems or improvements agreed between both parties, or family emergencies, on site accident, vehicle not starting, extra digging to be carried out, or endangered species are in the area and have to be moved by appropriate teams.
- E. If no payment has been made for any Services when invoices have been issued, then We have the rights at our discretion to suspend the project Services until payment is made. Interest will be added.

34. THE WORKING SPACE

- A. This agreement does not include any work, material or labour in connection with any excavation, site work, plumbing, electrical, masonry, floor covering, painting or decorating work, unless specifically

provided herein or agreed separately with The Client. The Client agrees that it shall be responsible for ensuring that the building or premises is in, or will by the installation start date, a condition suitable for the installation of work under this agreement.

- B. Please make available any parking permits/vouchers required for the property address or street in advance, otherwise parking shall be charged extra.
- C. Please ensure that a clear and safe passage is made available from the street to the Workspace, with no missing floorboards, scaffolding or other obstacles on route.
- D. The site must be secure. We do not accept any liability of any theft on site for any of the products We supply to The Client if The Client do not have adequate security.
- E. We require access to Welfare Facilities on site.
- F. All children and pets must be kept out of the Workspace for the duration of the installation.
- G. We will not, at any point, in any property, remove foot ware to carry out works or gain access to the Workspace. If required by The Client, We will wear protective overshoes.
- H. Adequate 240 volt and/or 110-volt power must be available and ceiling lights should be working or other suitable lighting provided in the Workspace.
- I. Please ensure Services including, but not limited to gas, electrical, water, waste points, extractor holes, audio visual, telecommunications, service voids and access points are correctly and accurately positioned prior to our arrival and any individual Services accurately labelled.
- J. The Workspace must be clean and tidy. No one else's tools, materials or rubbish are to be left in the Workspace.
- K. All other trades and/or persons, except those working directly with Us, must be out of the Workspace for the duration of the installation.
- L. The Workspace must be of a temperature, and have a relative humidity level, appropriate to the living conditions in the country of work. We would expect, for work in the United Kingdom, the temperature to be between 16 degrees Celsius and 24 degrees Celsius with a relative humidity of between 40% and 50% at the time of installation. We accept no responsibility for movement of any materials installed including but not limited to timber, stone, metal, glass, man-made board material, composite and plastic that as a result of temperature and/or humidity change has altered in dimension which may have a detrimental effect on the appearance and/or structure of the installed items by way of joints opening, panels bowing, bending and shrinking, items becoming uneven, becoming loose or free from their fixings or support mechanism or their texture changing.

35. INSTALLATIONS

- A. We will not be held liable for not attending site due to lack of notice. Please inform Us at least 5 Working Days prior to your requirements in writing.

- B. We aim to be on site at 7.30am on each day of the installation. If there are any restricted working hours and/or quiet times to be observed, The Client must inform Us before We schedule installation dates. Weekend working hours will be agreed upon request.
- C. We work Monday to Friday from 7.30am to 5.00pm including a 20-minute rest break and a 30-minute lunch break excluding bank holidays and other Public holidays. Weekend working days will be agreed upon request.

36. INTERRUPTIONS DURING INSTALLATION

- A. We shall not be financially penalised for any time taken to travel from the Workspace to amenities that are not within easy and reasonable reach of the Workspace including but not limited to:
 - i. 240v battery charging stations or power points
 - ii. Mobile phone chargers
 - iii. Site toilets
 - iv. Welfare Facilities
- B. We shall not be financially penalised for any time taken to travel to the Workspace for reasons including but not limited to:
 - i. Hoist or lift queues, overcrowding, servicing and maintenance, mechanical failure or restrictions
 - ii. (b) Remote parking locations distant from site
 - iii. (c) Access routes provided by site.
- C. We shall not be financially penalised for any interruptions to communications including but not limited to:
 - i. Lack or loss of signal due to geographic location
 - ii. Lack or loss of signal due to building structure i.e. basement works
 - iii. Site restrictions forbidding the use of mobile phones
- D. We shall not be financially penalised for any interruptions on site including but not limited to:
 - i. (a) Security checks
 - ii. (b) Bomb sweeping
 - iii. (c) Client or third-party visits
 - iv. d) Design/architect/contractor meetings in the Workspace
 - v. (e) Fire alarm tests
 - vi. (f) Access codes, swipe cards, biometric, retinal or palm scanning malfunctions denying access.

37. LIMITATION OF LIABILITY

- A. We accept no responsibility for damage caused to any floor if the floor has not been adequately protected by The Client or others prior to the installation.

- B. We accept no responsibility, cost or liability for any damage or breakage caused by Us to any item(s) including but not limited to:
- i. Any attempt by Us to rectify, alter, modify or adjust work previously fitted by The Client and/or other trades and/or other persons
 - ii. The Workspace not being completed to an acceptable standard by The Client and or other trades and or other persons ready for Us to work in by the installation start date
 - iii. Other trades and/or other persons not working directly with Us in the Workspace
 - iv. The Workspace being compromised by access route or thoroughfare
 - v. Lack of storage and/or Workspace requiring items to be stacked and/or constantly moved by Us or others
- C. We will not be liable for any modifications, alterations or adjustments to installed items due to subsidence, building movement or floor loading or material dimension changes in particular but not limited to new floors, flooring materials and joists that are deemed to have shrunk or moved, uneven floors or levels, or walls out of square or plumb, or for variations of size, design or the shape of existing or new appliances or by any other situations not covered by this agreement. In the case of a dispute it will be the responsibility of the contractor, Client or other appointed third party and at their cost to prove, by independent survey and/or testing, that the building/structure has NOT subsided, moved, shrunk or parts are subject to excessive weight.
- D. Nothing in the Contract shall limit or exclude our liability for:
- iii. death or personal injury caused by its negligence, or the negligence of its employees, agents or subcontractors;
 - iv. fraud or fraudulent misrepresentation; or
 - v. breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession) or any other liability which cannot be limited or excluded by applicable law.
- E. Subject to Clause above, We shall not be liable to The Client, whether in contract, tort (including negligence), for breach of statutory duty, or otherwise, arising under or in connection with the Contract for:
- i. loss of profits;
 - ii. loss of sales or business;
 - iii. loss of agreements or contracts;
 - iv. loss of anticipated savings;
 - v. loss of use or corruption of software, data or information;
 - vi. loss of or damage to goodwill; or
 - vii. any indirect or consequential loss.
- F. Subject to clause above, our total liability to The Client, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, arising under or in connection with the Contract shall be limited to 15% of the charges payable in respect of any specific project or in the prior 3 months for ongoing service provision.

- G. The terms implied by sections 3 to 5 of the Supply of Goods and Services Act 1982 are, to the fullest extent permitted by law, excluded from the Contract.
- H. This clause 6 shall survive termination of the Contract.

38. DELAYS

- A. Should there be any 'on site' delay in the installation caused by The Client or third parties a charge will be levied to The Client for our time.
- B. If during the course of an installation there is a delay in site progress or a delay in the manufacture or supply of items that We are to install, or there are other works which result in Us being compromised in regards progress and a decision made by The Client, The Client or third party for Us to cease work and or leave site then We must have 5 working days' notice of this in writing to be agreed by Us in advance or a charge will be made at the standard rate, per installer, for the remainder of the 5 working days' notice period.
- C. We shall use our reasonable endeavours to meet any date agreed for installation. In any event time of installation shall not be of the essence and We shall not be liable for any losses, costs, damages or expenses incurred by The Client or any third party arising directly or indirectly out of any failure to meet any estimated installation date.
- D. Should site delays and or conditions outside our control including but not limited to acts of God, severe and or freak weather conditions, terrorist attacks and incidents causing disruption, public transport or other strikes, walk outs, lock outs, accidents, war, fire, breakdown of plant or machinery or riots occur We will not be held responsible or be liable for any delay, failure or deliver our Services or failure to complete our Services under this agreement or for the extra time required to complete the installation. We shall schedule a return visit at our earliest available opportunity but shall not be held liable for any delays in completion this may cause.
- E. Critical items not delivered by The Client or third parties which impede the proposed method of installation or jeopardise the accuracy of the installation may incur additional charges. We will not be liable for any inaccuracies caused by items not being supplied and/or delivered and Us having to work out of sequence to complete the remainder of the installation.
- F. Any shortcomings, omissions or errors in the design of any furniture, appliances, accessories or other Goods at the scheduled time of the installation will be the responsibility of third parties and will be addressed as a 'remedial visit' which may incur an extra charge to fit or rectify. We will notify The Client if an extra charge is to be made prior to the work being carried out.
- G. We shall not compromise the quality of any installation in efforts to gain time or complete an installation faster or to meet a deadline. If The Client require Us to deviate from our proposed installation methods, We shall require an instruction from The Client in writing.

- H. We reserve the right to make a reasonable charge for any delays, extra work undertaken, and inconveniences caused whilst on site.
- I. Any work out with these hours will be at our discretion and will be charged at an overtime rate of 150% on Working Days, and Saturdays and 200% on Sundays or as otherwise agreed in writing between Us and The Client prior to the commencement of the Services. Bank holidays excluded.

39. RESCHEDULING & CANCELLATION BY CUSTOMER AND REFUND

The Consumer Rights Act 2015 sets out any rights The Customer has in relation to any purchases they have made.

A. COOLING OFF PERIOD

39.A.1. See Legal Section point 45. The Client has 14 days of placing an order where no delivery has been made to be able to cancel the order. Cancellations must be done in writing by email only and We will confirm back to The Client.

B. RESCHEDULING

39.B.1. Should the installation require to be rescheduled for any reason We shall endeavour to do so at our earliest opportunity, however, this may be anything up to six weeks from the initial date during busy and or holiday periods.

39.B.2. Cancellation or postponement of the installation within a 3-week period from the scheduled installation date will incur penalty charges for the duration of the cancellation period or the duration of the booked installation, whichever is the lesser.

39.B.3. If 4 (four), or more, installers are booked then We require 3 weeks (15 Working Days) notice of any postponement or cancellation. If postponement or cancellation is within the 3 weeks (15 Working Days) period then charges will be issued at 25% for the first week, 50% for the second week and 75% for the third week, for the duration of the 3 week period or for the scheduled duration of the installation – whichever the lesser, per installer booked.

39.B.4. If less than 4 (four) installers are booked, then We require 2 weeks (10 Working Days) notice of any postponement or cancellation. If postponement or cancellation is within the 2 weeks (10 Working Days) period then charges will be issued at 50% for the first week, 75% for the second week, for the duration of the 2 week period or for the scheduled duration of the installation – whichever the lesser, per installer booked.

C. GOODS ONLY CANCELLATION

39.C.1. The Client may request cancellation of such orders only if; Delivery has **NOT** been dispatched from the manufacturer. Any payment made will be refunded.

D. SERVICES ONLY CANCELLATION

39.D.1. The Client may request cancellation of any Services order if; Any work has **NOT** already begun, this includes timber frames being constructed at our factory, or appliances dispatched from the manufacturer. (Example; The Client have placed an order for an outside kitchen in 1 months' time and We have already begun to build the framework and ordered the appliances from the manufacturers). If The Client have made any payments in advance for Services **NOT** received or **NOT** started, then We will refund The Client these amounts. (Example; The Client have placed an order for an outside kitchen in 6 months' time and preparation work has not started but The Client have already paid a deposit).

E. REFUNDS

39.E.1. If The Client have made any payments in advance for Services or Goods **NOT** received or **NOT** started, then We will refund The Client these amounts. (Example; The Client have placed an order for an outside kitchen in 6 months' time and preparation work has not started but The Client have already paid a deposit).

40. RESCHEDULING & CANCELLATION BY US AND REFUND

We may cancel the contract for Services at any time with immediate effect by giving The Client written notice.

A. RESCHEDULING

40.A.1.1. No Stock with manufacturer. If the latter, We will try to source another model and arrange another date.

B. CANCELLATIONS

40.B.1.1. Events Out Of Our Control that delay any work beginning. This includes but not limited to; fire, theft, vandalism, war, recession, bad weather, We will reschedule at a date suitable for both parties. If such is not possible, We may have to cancel the order. No fee to be paid to The Customer to exit and break this agreement as events are out of our control.

40.B.1.2. If The Customer threatens, or carries out acts of violence towards our staff, contractors, site is not safe, then The Customer will be found in breach of contract and thus the agreement will be voided, and legal action will be taken against The Customer.

C. REFUNDS

40.C.1. If We must cancel an order and The Client have made a payment in advance for Services not provided to The Client or Goods not delivered to The Client, We will refund these amounts.

41. DISPUTES

- A. Any invoice query or dispute, either partial or full, shall only be entertained if We receive this in writing within 3 Working Days from invoice date a valid and fair reason for non-payment or part payment with accurate evidence. If We are not informed within 3 Working Days of any query or disagreement regarding the invoice amount, then it will be understood that The Client agree to pay the invoice in full by the required date.
- B. We will not entertain any claim for incorrect installation if accurate and current, fully dimensioned drawings have not been issued by The Client or third parties prior to the commencement of the installation.
- C. Any damages whatsoever, whether to furniture or property, suspected to be caused by our employees will only be considered if We are informed in writing within 24 hours of the event.
- D. Should We be responsible for damage caused We must be given fair opportunity and arranged access to rectify the situation prior to new items being ordered.
- E. Should The Client have any concern about the quality of the installation We have provided, or are in the process of providing, We must be informed in writing of your concerns with clearly labelled images of the area(s) in question. We will reply in a timely manner and may request a site visit to confirm the issues first-hand. Should work be required to rectify an issue then We must be given fair opportunity and access to undertake the work ourselves. If We are not given fair opportunity to resolve the issues in question, then We shall have been disadvantaged and any claim made against Us shall be void.
- F. If The Client require to cancel an installation, We are currently working on then We require a 5 Working Day notice period in writing. If The Client require Us to leave site prior to the end of the 5 Working Days' notice period, The Client shall still be liable for our charges until that time or until the booked end date of the installation whichever the lesser.

42. TERMINATION

On termination of the Contract:

- A. (a) The Client shall immediately pay to Us all our outstanding unpaid invoices and interest and, in respect of Services supplied but for which no invoice has been submitted, then We shall submit an invoice, which shall be payable by The Client immediately on receipt;

- B. (b) The Client shall return all the supplier materials and any deliverables which have not been fully paid for. If The Client fails to do so, then We may enter The Client 's premises and take possession of them. Until they have been returned, The Client shall be solely responsible for their safe keeping and will not use them for any purpose not connected with the Contract.
- C. Termination or expiry of the Contract shall not affect any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination or expiry, including the right to claim damages in respect of any breach of the Contract which existed at or before the date of termination or expiry.
- D. Any provision of the Contract that expressly or by implication is intended to come into or continue in force on or after termination or expiry of the Contract shall remain in full force and effect.

43. CONSEQUENCES OF TERMINATION

On termination of the Contract:

- A. (a) The Client shall immediately pay to Us all our outstanding unpaid invoices and interest and, in respect of Services supplied but for which no invoice has been submitted, then We shall submit an invoice, which shall be payable by The Client immediately on receipt;
- B. (b) The Client shall return all the supplier materials and any deliverables which have not been fully paid for. If The Client fails to do so, then We may enter The Client 's premises and take possession of them. Until they have been returned, The Client shall be solely responsible for their safe keeping and will not use them for any purpose not connected with the Contract.
- C. Termination or expiry of the Contract shall not affect any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination or expiry, including the right to claim damages in respect of any breach of the Contract which existed at or before the date of termination or expiry.
- D. Any provision of the Contract that expressly or by implication is intended to come into or continue in force on or after termination or expiry of the Contract shall remain in full force and effect.

44. RETENTION OF TITLE

- A. Title to the Goods shall remain vested in My Outdoor Kitchens Ltd and shall not pass to The Customer until the price for the Goods has been paid in full
- B. We may transfer our rights and obligations under these Terms to another organisation, or if We are brought out by another company, or change company name. If such occurs, We will always notify of The Client such change, but this will not affect your rights or obligations.
- C. The Client may transfer the rights from yourself to another purchaser of your property but will cost a fee of £100.00 which will be covered for providing technical support and assistance to the new homeowner.

45. FORCE MAJEURE & EVENTS OUTSIDE OUR CONTROL

- A. We will not be liable or responsible for any failure to perform, or delay in delivery or installation of any products or service provided by Us under these Terms caused by an event outside of our control.
- B. Event outside our control is the following but not limited to; fire, flood, hurricane, tornado, sever storm, earthquake, act of war, sabotage, terrorism, riot, interruption of electrical or telecommunications service (including internet failures), landslide (including installation area become unsteady due to heavy rain), weather, snow, wind, heatwave.
- C. Upon occurrence of any Force Majeure Event, My OUTDOOR KITCHENS LTD shall give notice to The Client of its inability to perform or of delay in completing the Services and shall propose revisions to the schedule for completion of the Services.

46. SAFETY OF OUR EMPLOYEES & CONTRACTORS

- A. Should our employees feel at any point endangered or at risk by unsafe working practices or procedures on site they will stop work until the situation is rectified and may leave the site until they feel it is safe to return. We will not be financially penalised for any down time as a result.
- B. If any employee is threatened with any act of violence, We will terminate this agreement, terminate our contract with The Client, invoice for all remaining outstanding amounts and file a police crime report. We do not tolerate such behaviour by actions or words.

47. INTELLECTUAL PROPERTY RIGHTS

- A. All Intellectual Property Rights in or arising out of or in connection with the Services (other than Intellectual Property Rights in any materials provided by The Client) shall be owned by Us.

48. CONSUMER RIGHTS & DISTANCE SELLING REGULATIONS

- A. Our obligations Under Consumer contracts (ICAC) regulations.
- B. Under the CC (ICAC), The Client has the right to cancel the contract within 14 days of the contract being made. For any off the shelf product, these rules apply. If the product has been delivered, then it must be sent back to Us at your expense, and it must arrive back in a good and saleable condition.
- C. The rules do not apply in the following circumstance;
 - i. Goods made to specific requirements of The Customer.

- ii. All Goods made by My Outdoor Kitchens Ltd are made to order and are made specifically to fulfil clients' orders. In order to meet delivery times, work starts immediately the contract has been made. This is not just to actual manufacture, but also in CAD, design, optimisation and planning. There is therefore no right of cancellation for any orders of kitchens, units, worktops as these are made to measure.

49. SEVERABILITY

- A. If any section of this agreement is found to be invalid, illegal or unenforceable, every other section of the agreement will still be enforceable and valid.

50. VARIATION

We reserve the right to:

- (a) Alter these Terms and Conditions upon giving The Client advance notice.
- (b) Decline service to any individual Customer. The above Terms and Conditions shall not affect your statutory rights as a consumer. The contract between Us shall in all respects be governed by and construed and interpreted in accordance with the laws of England and the parties hereby submit to the exclusive jurisdiction of the English courts.

51. GOVERNING LAW AND JURISDICTION

- A. The contract between Us shall in all respects be governed by and construed and interpreted in accordance with the laws of England and the parties hereby submit to the exclusive jurisdiction of the English courts.

■ End of Legal Section

SIGNATURE

By signing The Client adhere to all sections within this Terms & Conditions.

By signing The Client authorise Us to begin the work based on the quotation, whether it will be supply only, product supply or full kitchen installation service.

This contract including all sections set before it is valid and legally binding in courts of England & Wales. Any notes, statements or content written by The Client on any part of this contract or along the signature lines or area shall not be taken seriously and will not be considered. The parties involved in this contract enter this agreement with the authority to do so.

Director	Print Name	Date
D. Catania	D. Catania	Date goes here

Client Signature	Print Client Name	Date
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On Behalf of Company