

Terms and Conditions

1. Definitions

In these terms and conditions the following terms shall have the following meaning:-

'Company, We, Us, Our' – Kitch-Bath Interiors t/a Henry Rose Interiors

Registered Office:
208-208a Cherry Hinton Road
Cambridge
CB1 7AW
Company Number:
10805162

VAT Number:
285 0604 05

'Customer, You, Your' – means the person or persons who are purchasing the Goods and or Services from the Company.

'Contract' - Means the contract between the Company and the Customer for the sale and purchase of any Goods and Services incorporating these terms and conditions.

'Goods' - Any Goods forming the subject of an agreed estimate and agreed to be supplied to the Customer in accordance with these terms and conditions, including parts of, or materials incorporated in them

'Services' – means the services to be carried out for the Customer as specified in the agreed estimate to be carried out in accordance with these terms and conditions

'Price' – means the price inclusive of VAT for the Goods and Services as stated on the agreed estimate and delivery charges.

2. Acceptance of these terms

Our acceptance of your order will take place when we email or otherwise send you our estimate/invoice and a link to and/or copy of these terms and conditions, at which point a Contract will come into existence between you and us to which these terms and conditions shall apply. Upon receipt of payment of our deposit you shall be deemed to have accepted the terms.

3. Variation

All terms of the Contract between the Customer and the Company are contained in these terms and conditions. No representations or warranties are made or given by the Company save as appear herein. No variation or addition to the Contract shall have effect unless agreed in writing and signed by a Director of the Company and a fully authorised representative of the Customer. No alleged oral agreement will be accepted.

The Customer shall not make any alterations to its premises or the Services or the existing equipment of the Customer at its premises which could affect the installation of the Goods. The Company does not accept liability if such alterations are made. Any alterations required by the Customer after any survey carried out must be notified in writing to the Company and the Customer accepts that such alterations may incur delays in delivery of the Goods or provision of Services and/or additional costs and charges.

The Company reserves the right to make reasonable alterations to Goods and Services to accommodate the Customer's premises.

4. Prices and Payment

The Price of the Goods is set out in our sales order or agreed estimate. The price is in Great Britain Pounds Sterling and includes all taxes or other duties due, including Value Added Tax. The Customer shall pay at the times stated on the sales order or agreed estimate.

Pricing Errors: In the event that there is any typographical, clerical or other error or omission in any sales literature, quotation, price list, acceptances of offer, invoice or other document or information issued by the Company, this shall be subject to correction without any liability on the part of the Company.

The Customer shall pay to the Company the Price in cash or by cheque or credit card in pounds sterling at the times stated on the sales order or agreed estimate. Payment will only be deemed to have been made when the Company has received cleared funds. Amex and Diner cards will not be accepted.

The Customer shall not be entitled to deduct any monies from any payment due whether by way of set-off, counterclaim, discount, abatement or otherwise unless ordered by a valid court order.

Any variation to the applicable rate of VAT or any imposition of VAT or other taxes imposed by the legislation will be charged at the appropriate rate at the time of the delivery/installation

If the Customer fails to make any payment on the due date pursuant to the Contract the Customer shall be liable to pay interest on such sum from the due date until the date of payment at the annual rate of 4% above the base lending rate of Barclays accruing on a daily basis until payment is made whether before or after judgment and the Company further reserves the right to charge for all reasonable costs including administration to enforce payment of the outstanding sums such costs are to be added to the debt owed by the Customer.

5. Delivery Charges

Delivery to local surrounding areas is free outside of the local area may be chargeable. The Company will use its reasonable endeavours to supply the Goods and provide the Service at a time convenient to the Customer but, for the avoidance of doubt normally during the hours of 8am and 5 pm only. Dates and approximate times will be advised by the Company. If the Customer postpones delivery of the Goods within the period of 2 weeks prior to the advised delivery date the Company reserves the right to charge at its entire discretion storage charges of £50 per week. Should the customer decide to accept delivery but defer the installation date then the customer is responsible for the safe storage of the product. The customer will have 7 working days from the delivery date to report any damaged product after which the customer is liable.

6. Delivery Schedule

If you wish to proceed with the order, we will contact the suppliers and advise of a delivery date. If this is satisfactory then once payment has been received we will order the products from the suppliers and confirm delivery date with yourself. Any dates quoted for delivery of the Goods are approximate only, and the time of delivery is not of the essence. The Company shall not be liable for any delay in delivery of the Goods that is caused by a Force Majeure Event, any event outside of our control or the Customer's failure to provide the Company with adequate delivery instructions or any other instructions that are relevant to the supply of the Goods.

7. Direct Orders and Site Deliveries from Suppliers

If the supplier allows direct delivery and this is requested then the goods are dispatched at the customers risk. As soon as the goods have been delivered and signed for, they will become your responsibility. Any loss or damage to the goods shall be at your own risk. Any transit damage to the goods, shortages or incorrect items must be noted on the delivery consignment note at the time of delivery and returned with the driver. We will not be liable for any plumbers costs, consequential loss or compensation in any way.

8. Title and Risk

The risk in the goods shall pass to the Customer on completion of delivery. Title to the goods shall not pass to the Customer until the Supplier has received payment in full for: (a) the Goods; and (b) any other goods or services that the Supplier has supplied to the Customer in respect of which payment has become due.

9. Services

The Company shall use reasonable endeavours to provide the Services in all material respects in accordance with the plan agreed with the Customer within the time specified to the Customer. Any variation to the time specified will not affect the obligation on the part of the Customer to pay the Price. Time is not of the essence in the Contract.

10. Alternative equipment

If at the time of delivery the Company is unable to supply any of the Goods the Company will offer the Customer an alternative with any appropriate adjustment in the Price. If the alternative is not acceptable to the Customer the Company will at its entire discretion allow a deduction in the cost of such Goods from the overall Price to the Company.

11. Cancellation of an Order

The Customer shall be entitled to cancel this Contract within 7 days from the date of signing the Contract, provided that such cancellation is notified to the Company by emailing sales@henryroseinteriors.com within this time frame and the Customer pays to the Company the sum of £100 inclusive of VAT by way of

cancellation fee plus any associated survey costs, re-stocking charges or any other losses incurred by the Company.

Kitchens – Once your kitchen is in production we are not able to cancel your order and we reserve the right to apply a charge equivalent to 100% of the cost of your kitchen.

12. Returns & Refunds Policy

Requests to return goods must be made in writing to sales@henryroseinteriors.com and include the product details and the reason for return. Requests for items not required must be received within 21 days, be in perfect condition in the original packaging and will be subject to a 12.5% re-stocking charge.

This may not apply to goods which have been personalised, bespoke or made to your order, or specification or which by their nature cannot be returned or reused.

Your goods must be checked for damage or shortage within 3 days of delivery, after this time we will not be able to provide a refund for these items.

Once the item has been fitted or installed or attempted to be fitted or installed it is deemed that you have accepted those goods and we will not be able to replace goods as "damaged in transit" or "faulty" unless the fault is such that it could not have been seen before installation.

13. Damage

The Company will make good any damage caused by the negligent performance of the Services to the reasonable satisfaction of the Customer but will not be responsible for any redecoration or retiling arising as a result of the Services, unless specifically agreed to in Sales Order or agreed estimate.

The Company will not be held liable for any damage caused by third parties/persons other than the Company's employees or sub-contractors working on the Customer's premises after the initial installation has taken place.

14. Extent of Liability

We will not be liable to you for any loss or damage which you suffer as a result of any breach by us of this contract, including, but not limited to, consequential loss to you and/or loss or damage to the property of third parties. In any event our liability to you arising directly from our negligence will not exceed the invoice value of the Goods. Nothing in this clause will limit our liability for death or personal injury resulting from our negligence. This clause does not affect your statutory rights.

15. Law and Jurisdiction

The contract shall be governed by English law and we and you consent to the exclusive jurisdiction of the courts of England and Wales.

16. Guarantee

All products are covered by the manufacturers guarantee. The Company warrants that subject to the other provisions of these terms and conditions upon delivery the Goods shall be of satisfactory quality within the meaning of the Sale of Goods Act 1979. The Company shall not be liable for a breach of the above warranty; a) if the customer fails to give written notice of any defect to the Company; or b) if the Customer does not allow the Company a reasonable opportunity to inspect the Goods after receiving such notice; or (c) If the Customer makes any further use of the Goods after giving such notice; or (d) If the defect arises because of the Customer's mis-use, general wear and tear or if the Customer failed to follow the Company's oral or written instructions as to the storage, installation, commissioning, use or maintenance of the Goods; or

(e) If the Customer alters or repairs such Goods without the written consent of the Company; or

(f) if the Goods are altered, tampered with or in any way damaged by other contractors/ persons working on the premises after the initial installation has taken place.

17. Customer Appliances

Where the Company is not the supplier of appliances to be installed together with the Goods, the Customer must provide the Company in writing all necessary technical details including without limitation appliance dimensions, necessary for the proper and safe installation of such appliances. The Company is not responsible for the suitability, condition or performance of such appliances.

18. Colours, Glass and Wood

Whilst every effort will be made to supply the Goods in the colour/shade chosen by the Customer the exact colour/shade cannot be guaranteed neither can the Company guarantee that the colours/shades are

identical to those shown in the Company's advertising material and brochures. In particular where natural timbers are used the Customers must expect variations in colour and grain. The Customer shall not be entitled to terminate or cancel the Contract or make a claim against the Company by reason of reasonably foreseeable variations of colour and grain. Exact colour/shade is not of the essence in the contract. The Company will not be liable for any slight imperfection in any parts of the Goods made of glass or timber.

19. Worktops

If you are having worktops that require a stone mason, once the goods have been installed the stone mason will visit to template your worktops (if applicable). They will then return two to four weeks later to fit the worktop.

If the Contract is for supply only you will need to arrange for your taps, sinks and hobs etc to be connected whilst the stone mason is fitting the new worktops.

If the Contract is for supply and installation we will leave you with a very temporary worktop and small useable space. We will not install your new appliances into the temporary worktop. We will then be on hand to connect your new taps, sinks and hobs etc whilst the stone mason is fitting the worktop.

20. Drawings and Confidentiality

All drawings, descriptive dimensions and illustrations or any other pictures contained in any sales literature and price estimate supplied by the Company to the Customer are approximate only and shall not form part of the Contract. In addition any intellectual property rights in drawings or technical documents or any other information as may be supplied by the Company to the Customer, including specifications, shall remain at all times the property of the Company and such drawing or technical documents or any such other information may not be copied, reproduced or communicated to any third party without the Company's prior written consent. We reserve the right to take photos of before and after the installation of Goods and will use these on our website and social media but, will never release Customer details and every effort will be made to ensure that personal photos etc and not included within the photos.

If you have given us the dimensions you are responsible for ensuring that these measurements are correct. We are not responsible for any extra costs incurred as a result of incorrect or incomplete measurements supplied by you. All dimensions specified by us on plans are approximate and subject to on site verification.

21. Force Majeure

The Company shall not be liable to the Customer under the Contract in any way whatsoever for destruction, damage, delay or inability to carry out its business arising out of war or civil commotion, pandemic, strikes, lockout and industrial disputes, failure of utility service or transport network, fire, storm, explosion, floods or bad weather, breakdown of machinery or plant, malicious damage, compliance with any law governmental order rule direction or regulation or any act of God or default of suppliers or sub-contractors. The Company shall further be under no liability to the Customer for any circumstances beyond the Company's control.

22. Privacy Policy

Information we gather from you is never divulged to any third parties, unless as a requirement of fulfilling your order. We do not store or share any financial information with third parties.