

C: Our terms and conditions

1. These terms and conditions

- 1.1 **What these terms cover.** These are the terms and conditions on which we will carry out the works and supply products to you as described in Section B above (the **Works**).
- 1.2 **Why you should read them.** Please read these terms carefully before you sign this contract. These terms tell you who we are, how we will provide the Works to you, how you and we may change or end the contract, what to do if there is a problem and other important information. If you think that there is a mistake in these terms or you would like to discuss them, please contact us.

2. Information about us and how to contact us

- 2.1 **Who we are.** We are Misura Ltd a company registered in England and Wales. Our company registration number is 07659559 and our registered office is at 39/43 Bridge Street, Swinton, Mexborough, South Yorkshire, S64 8AP. Our registered VAT number is 180 3673 09.
- 2.2 **How to contact us.** You can contact us using the contact information given in the summary of key contract information at Section A of this contract.
- 2.3 **How we may contact you.** If we have to contact you we will do so by telephone or by writing to you at the email address or postal address you have provided to us and/or set out in Section A of this contract.
- 2.4 **"Writing" includes emails.** When we use the words "writing" or "written" in these terms, this includes emails.

3. Our contract with you

- 3.1 It is our responsibility to supply you with goods and services that meet your consumer rights. If you have any concerns that we have not met our legal obligations, or if you don't understand any of the terms contained within this contract and want to talk to us about it, please contact us. Our contact details are given in the summary at Section A of this contract above.
- 3.2 We will give to you any guarantees issued by the manufacturers of products supplied or installed as part of the Works so far as we are able to do so.

4. The Works

- 4.1 **Our obligations.** We will do the following:
- (a) Carry out the Works set out in Section B of this contract carefully and competently and within a reasonable time;
 - (b) Use materials which are of satisfactory quality and suitable for their intended purpose. The materials will be new unless you agree otherwise;
 - (c) Be at the premises regularly to carry out the work during the agreed working hours.
 - (d) Not sub-contract any of the work without your permission;
 - (e) Store away our tools and equipment and ladders at the end of each working day;
 - (f) Regularly dispose of any rubbish from the work;
 - (g) Leave the working areas in a clean and tidy condition after finishing the work; and
 - (h) Keep to all our legal duties and responsibilities.

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- 6.1 **Your obligations.** You will do the following:

- (a) You will allow us to access the premises to carry out the Works between our normal hours of work from Monday to Friday throughout the working period, unless we agree otherwise.

- (b) Unless you have told us otherwise in writing, you agree that you will allow us to use the following facilities free of charge while at the premises carrying out the Works: electricity; washroom/toilet; and water. We will only use these facilities where we need to do so;
- (c) Keep the working areas sufficiently clear of obstructions to allow us to carry out the Works.
- (d) Allow us to carry out the Works in an order which we consider necessary.

6.2 **Health and safety.**

- (a) We will take all practical steps to:
 - (i) prevent or minimise health and safety risks to you and other people living in or visiting the premises;
 - (ii) minimise environmental disturbance, nuisance or pollution from the work; and
 - (iii) make sure that any temporary protection for the work is safe and weatherproof.
- (b) You will:
 - (i) take notice of all warnings we give about any health and safety or environmental risks which we are taking measures to prevent or minimise; and
 - (ii) not knowingly allow people living in or visiting the premises, particularly children, to be exposed to any dangers from the work.

6.3 **Making sure your measurements are accurate.** If we are making or supplying products to measurements you have given us you are responsible for ensuring that these measurements are correct.

7. **Your rights to make changes**

8. If you wish to make a change to the Works and/or any product(s) you have ordered please contact us. We will let you know if the change is possible. Only our Managing Director or our Supervisor can authorise changes to the Works. If it is possible and authorised we will let you know about any changes to the price of the Works, the timing of supply or anything else which would be necessary as a result of your requested change and ask you to confirm whether you wish to go ahead with the change. If we cannot make the change or the consequences of making the change are unacceptable to you, you may want to end the contract (see clause 8, Your rights to end the contract).

9. **Our rights to make minor changes to the Works.** We may make minor changes to the Works:

- (a) to reflect changes in relevant laws and regulatory requirements; and
- (b) to implement minor technical adjustments and improvements, provided that the Works meet the same BS and building regulations standards; and/or
- (c) to supply an equivalent but alternative brand of goods, provided that the specifications are equal to or exceed the specifications of the brand requested.

10. **Providing the Works**

10.1 **When we will provide the Works.** We will begin the Works on the estimated date set out in Section A of this contract above, or another date that we agree with you. The estimated completion date or duration for the Works is as set out in Section A of this contract above, or another date that we agree with you. Time is not of the essence for performance of the Works and the dates given in Section A and any other dates that we agree with you are estimates only. We will not start work at the premises before any planning permission and party wall consents that are needed have been received. We can start work before building regulations approval is received, but we must let the local authority know at least 48 hours before we start.

- 10.2 **We are not responsible for delays outside our control.** If our supply of the Works or any labour, products or services forming part of the Works is delayed by an event outside our control then we will contact you as soon as possible to let you know and we will take steps to minimise the effect of the delay. Provided we do this we will not be liable for delays caused by the event, but if there is a risk of substantial delay you may contact us to end the contract and receive a refund for any labour, products or services forming part of the Works you have paid for but not received.
- 10.3 **If you do not allow us access to provide the Works.** If you do not allow us access to your property to perform the Works as arranged (and you do not have a good reason for this) we may charge you additional costs incurred by us as a result. If, despite our reasonable efforts, we are unable to contact you or re-arrange access to your property we may end the contract and clause 10.2 will apply.
- 10.4 **When you become responsible for the goods.** A product which is goods will be your responsibility from the time we deliver the product to the address you gave us or you or a carrier organised by you collect it from us.
- 10.5 **When you own goods.** You own a product which is goods once we have received payment in full for the product from you.
- 10.6 **What will happen if you do not give required information to us.** We may need certain information from you so that we can supply products forming part of the Works to you, for example, your choice of the type of certain products. If so, we will have informed you of this. We will contact you to ask for this information. If you do not give us this information within a reasonable time of us asking for it, or if you give us incomplete or incorrect information, we may either end the contract (and clause 10.2 will apply) or make an additional charge of a reasonable sum to compensate us for any extra work that is required as a result. We will not be responsible for supplying the products late or not supplying any part of them if this is caused by you not giving us the information we need within a reasonable time of us asking for it.
- 10.7 **Reasons we may suspend the supply of the Works to you.** We may have to suspend the supply of the Works, or part of them, to:
- (a) deal with technical problems or make minor technical changes;
 - (b) update the Works to reflect changes in relevant laws and regulatory requirements;
 - (c) protect the interests of other innocent third parties;
 - (d) deal with other circumstances outside of our control;
 - (e) make changes to the Works as requested by you or notified by us to you (see clause 6).
- 10.8 **Your rights if we suspend the supply of the Works.** We will contact you in advance to tell you we will be suspending supply of the Works, unless the problem is urgent or an emergency. You may contact us to end the contract for a product if we suspend it, or tell you we are going to suspend it, under clause 7.7. above in each case for a period of more than one month and we will refund any sums you have paid in advance for the Works not received in respect of the period after you end the contract.
- 10.9 **We may also suspend supply of the Works if you do not pay.** If you do not pay us for the Works or any part of them when you are supposed to (see clause 12.4) and you still do not make payment within 7 days of us reminding you that payment is due, we may suspend supply of the Works until you have paid us the outstanding amounts. We may also suspend the supply of the Works if we have reasonable belief that you may not pay the amounts you owe and we have requested you to explain the position and you have failed to do so satisfactorily. We will contact you to tell you we are suspending supply of the Works. We will not suspend the Works where you dispute the unpaid amount (see clause 12.6). We will not charge you for the Works during the

period for which they are suspended. As well as suspending the Works we can also charge you interest on your overdue payments (see clause 12.5).

11. Your rights to end the contract

11.1 You can always end your contract with us. Your rights when you end the contract will depend on what Works we are providing, whether there is anything wrong with the Works, how we are performing and when you decide to end the contract:

- (a) **If the Works are faulty or misdescribed you may have a legal right to end the contract** (or to get the Works repaired or replaced or a service re-performed or to get some or all of your money back), **see** clause 11;
- (b) **If you want to end the contract because of something we have done or have told you we are going to do, see** clause 8.2;
- (c) **If you have just changed your mind about the Works, see** clause 8.3. You may be able to get a refund if you are within the cooling-off period, but this may be subject to deductions and certain charges, **see** clause 9;
- (d) **In all other cases (if we are not at fault and there is no right to change your mind), see** clause 8.6.

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

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

11.3 Exercising your right to change your mind (Consumer Contracts Regulations 2013). For most products bought off-premises you have a legal right to change your mind within 14 days and receive a refund. These rights, under the Consumer Contracts Regulations 2013, are explained in more detail in these terms.

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

- (a) Any goods that are personalised or made to your specifications, and any services relating to those goods;
- (b) goods that have been used or incorporated into the land;
- (c) perishable goods (goods which decay or go bad quickly);
- (d) goods needed in an emergency;
- (e) services, once these have been completed, even if the cooling off period is still running;
- (f) products sealed for health protection or hygiene purposes, once these have been unsealed after you receive them;
- (g) any products which become mixed inseparably with other items after their delivery.

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

- (a) The cancellation (cooling off) period starts when we enter into a contract with you and will end 14 days after the date you sign the contract.

- (b) We do not have to provide any goods or services to you before the end of the 14-day cancellation (cooling off) period. However, you may want us to start work straight away before the cancellation (cooling off) period has expired and to do this we will need a specific request from you in writing, in which case you accept that you may have to pay for those goods or services, even if you later cancel this contract.
- (c) Once we have completed the services you cannot change your mind, even if the cancellation (cooling off) period is still running.
- (d) If you have requested in writing that we start work straight away before the cancellation (cooling off) period has expired, this will mean you will still have a right to cancel but:
 - (i) you will have to pay our labour costs for the work that we have done up to the point when you inform us of your decision to cancel;
 - (ii) we will not collect or remove any goods that we have installed, unless we have offered to do so;
 - (iii) you may remove the goods yourself and return them to us at the above address and at your own expense within 14 days of informing us of your decision to cancel unless this was offered by us;
 - (iv) we may reduce any reimbursement to take account of the loss in value of the goods caused by any handling by you.

11.6 Ending the contract where we are not at fault and there is no right to change your mind. Even if we are not at fault and you do not have a right to change your mind (see clause 8.4), you can still end the contract before it is completed, but you may have to pay us compensation. A contract for services is completed when we have finished providing the services and you have paid for them. If you want to end a contract before it is completed where we are not at fault and you have not changed your mind within the cooling off period, just contact us to let us know. The contract will end immediately and we will refund any sums paid by you for products and services not provided but we may deduct from that refund (or, if you have not made an advance payment, charge you) reasonable compensation for the net costs we will incur as a result of your ending the contract.

12. How to end the contract with us (including if you have changed your mind)

12.1 Tell us you want to end this contract. In order to end this contract or exercise your right to cancel you must inform us of your decision by a clear statement (e.g. a phone call, letter sent by post, fax or email using our contact details given in the summary at Section A of this contract). If you want to put this in writing, you may use the cancellation form at the bottom of this contract, but you don't have to. To meet the cancellation deadline you should let us know that you wish to cancel before the cancellation (cooling off) period has expired. If you cancel this contract we will reimburse you all that you have paid us, subject to certain possible deductions set out below.

12.2 Returning products after ending the contract. If you end the contract for any reason after products have been dispatched to you or you have received them, you must return them to us. You must either return the goods in person, post them back to us or (if they are not suitable for posting) allow us to collect them from you. Please call us or email us using the contact details in Section A of this contract to arrange collection. If you are exercising your right to change your mind you must send off the goods within 14 days of telling us you wish to end the contract.

12.3 When we will pay the costs of return. We will pay the costs of return:

- (a) if the products are faulty or misdescribed;

- (b) if you are ending the contract because we have told you of an upcoming change to the product or these terms, an error in pricing or description, a delay in delivery due to events outside our control or because you have a legal right to do so as a result of something we have done wrong; or
- (c) if you are exercising your right to change your mind within the cancellation (cooling off) period.

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

12.4 What we charge for collection. If you are responsible for the costs of return and we are collecting the product from you, we will charge you the direct cost to us of collection.

12.5 How we will refund you. We will refund you the price you paid for the products including delivery costs, by the method you used for payment. We will make the reimbursement using the same means of payment as you used for the initial transaction, unless you have expressly agreed otherwise; in any event, you will not incur any fees as a result of the reimbursement. However, we may make deductions from the price, as described below. We may withhold reimbursement until we have received the goods back or you have supplied evidence of having sent back the goods, whichever is the earliest.

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

- (a) We may reduce your refund of the price (excluding delivery costs) to reflect any reduction in the value of the goods, if this has been caused by your handling them in a way which would not be permitted in a shop. If we refund you the price paid before we are able to inspect the goods and later discover you have handled them in an unacceptable way, you must pay us an appropriate amount.
- (b) Where the product is a service, we may deduct from any refund an amount for the supply of the service for the period for which it was supplied, ending with the time when you told us you had changed your mind. The amount will be in proportion to what has been supplied, in comparison with the full coverage of the contract.

12.7 When your refund will be made. We will make any refunds due to you as soon as possible. If you are exercising your right to change your mind then:

- (a) If the products are goods and we have not offered to collect them, your refund will be made within 14 days from the day on which we receive the product back from you or, if earlier, the day on which you provide us with evidence that you have sent the product back to us. For information about how to return a product to us, see clause 9.2.
- (b) In all other cases, your refund will be made within 14 days of your telling us you have changed your mind.

13. Our rights to end the contract

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

- (a) you do not make any payment to us when it is due and you still do not make payment within 7 days of us reminding you that payment is due;
- (b) you do not, within a reasonable time of us asking for it, provide us with information that is necessary for us to provide the products forming part of the Works, for example, your choice of certain types of products;
- (c) you do not, within a reasonable time, allow us to deliver the products to you or collect them from us;

- (d) you do not, within a reasonable time, allow us access to your premises to supply the Works; or
 - (e) any other circumstances which in our reasonable opinion will prevent us from providing the Works to you in accordance with our obligations in this contract.
- 13.2 **You must compensate us if you break the contract.** If we end the contract in the situations set out in clause 10.1 we will refund any money you have paid in advance for the Works that we have not provided but we may deduct or charge you reasonable compensation for the net costs we will incur as a result of your breaking the contract.
- 14. If there is a problem with the Works**
- 14.1 **How to tell us about problems.** If you have any questions or complaints about the Works, please contact us. You can telephone us on the numbers set out in the summary at Section A of this contract or write to us at the postal address of email address set out in the summary at Section A of this contract.
- 14.2 **Summary of your legal rights.** We are under a legal duty to supply products that are in conformity with this contract. Nothing in these terms will affect your legal rights.
- 14.3 **Your obligation to return rejected products.** If you wish to exercise your legal rights to reject products you must either return them in person to where you bought them, post them back to us or (if they are not suitable for posting) allow us to collect them from you. Please contact us using the contact details set out in the summary at Section A of this contract to arrange collection.
- 15. Price and payment**
- 15.1 **Where to find the price for the product.** The price of the Works and any products supplied forming part of the Works (to which VAT will be added at the applicable rate, if VAT is applicable) is set out in the detailed description of the Works and cost schedule in Section B of this contract, subject to any changes to the price in accordance with these terms. We take all reasonable care to ensure that the price of the Works advised to you is correct. However please see clause 12.3 for what happens if we discover an error in the price of the Works.
- 15.2 **We will pass on changes in the rate of VAT.** If the rate of VAT changes between the date of your contract and the date we supply the Works, we will adjust the rate of VAT that you pay, unless you have already paid for the relevant Works or product in full before the change in the rate of VAT takes effect.
- 15.3 **What happens if we got the price wrong.** It is always possible that, despite our best efforts, some of the Works we supply may be incorrectly priced. We will normally check prices before entering into a contract with you so that, where the relevant Works' or product's correct price at your contract date is less than our stated price, we will charge the lower amount. If the Works' or product's correct price at your contract date is higher than the price stated to you, we will contact you for your instructions before we enter into your contract. If we enter into a contract with you where a pricing error is obvious and unmistakable and could reasonably have been recognised by you as a mispricing, we may end the contract, refund you any sums you have paid and require the return of any goods provided to you.
- 15.4 **When you must pay and how you must pay.** We accept payment by bank transfer. When you must pay is set out in the summary of key contract terms at section A of this contract and/or in the detailed description of Works and cost schedule at Section B of this contract. We will invoice you for the Works at each stage, as set out in the detailed description of Works and cost schedule at Section B of this contract until the Works are completed. You must pay each invoice within 7 calendar days after the date of the invoice. For kitchens being supplied as part of the Works, we may require a deposit from you in advance of placing the order. If so, we will inform you of this and it will be

set out in the summary of key contract terms at section A of this contract and/or in the detailed description of Works and cost schedule at Section B of this contract.

- 15.5 **We can charge interest if you pay late.** If you do not make any payment to us by the due date we may charge contractual interest to you on the overdue amount at the rate of 8% a year above the Bank of England base rate from time to time, plus reasonable compensation and any reasonable legal costs incurred. Interest shall accrue on a daily basis from the due date until the date of actual payment of the overdue amount, whether before or after judgment. You must pay us interest, plus reasonable compensation and any reasonable legal costs incurred, together with any overdue amount.
- 15.6 **What to do if you think an invoice is wrong.** If you think an invoice is wrong please contact us promptly to let us know. You will not have to pay any interest until the dispute is resolved. Once the dispute is resolved we will charge you interest on correctly invoiced sums from the original due date.
- 16. Our responsibility for loss or damage suffered by you**
- 16.1 **We are responsible to you for foreseeable loss and damage caused by us.** If we fail to comply with our obligations under these terms, we are responsible for loss or damage you suffer that is a foreseeable result of our breaking this contract or our failing to use reasonable care and skill, but we are not responsible for any loss or damage that is not foreseeable or for any loss or damage if we agree, as a goodwill gesture, to carry out any of your responsibilities as set in Section A of this contract. Loss or damage is foreseeable if either it is obvious that it will happen or if, at the time the contract was made, both we and you knew it might happen, for example, if you discussed it with us during the sales process.
- 16.2 **We do not exclude or limit in any way our liability to you where it would be unlawful to do so.** This includes liability for death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors; for fraud or fraudulent misrepresentation; for breach of your legal rights in relation to the products supplied by us as part of the Works.
- 16.3 **When we are liable for damage to your property.** If we are providing services in your property, we will make good any damage to your property caused by us while doing so. However, we are not responsible for the cost of repairing any pre-existing faults or damage to your property that we discover while providing the services or for any loss or damage if we agree, as a goodwill gesture, to carry out any of your responsibilities as set in Section A of this contract.
- 17. How we may use your personal information**
- 17.1 **How we will use your personal information.** We will use the personal information you provide to us:
- (a) to supply the Works to you;
 - (b) to process your payment for the Works;
 - (c) to provide you with any guarantees issued by the manufacturers of products supplied or installed as part of the Works, so far as we are able to do so;
 - (d) if you agreed to this during the order process, to give you information about similar products that we provide, but you may stop receiving this at any time by contacting us; and
 - (e) if you agree to provide us with testimonial for the Works we have carried out.
- 17.2 **We may, with your consent, take photographs of the Works and use those images for marketing purposes.**

- 17.3 **We may pass your personal information to credit reference agencies.** Where we extend credit to you for the products we may pass your personal information to credit reference agencies and they may keep a record of any search that they do.
- 17.4 **We will only give your personal information to other third parties where the law either requires or allows us to do so.**
- 18. Other important terms**
- 18.1 **We may transfer this agreement to someone else.** We may transfer our rights and obligations under these terms to another organisation. We will always tell you in writing if this happens and we will ensure that the transfer will not affect your rights under the contract.
- 18.2 **You need our consent to transfer your rights to someone else.** You may only transfer your rights or your obligations under these terms to another person if we agree to this in writing. We may not agree if, for example, you have not paid any amounts you owe to us or if we have reasonable belief that you may not pay the amounts you owe, or if we have reasonable belief that the person to whom you wish to transfer your rights or obligations may not pay the amounts payable under this contract.
- 18.3 **Nobody else has any rights under this contract.** This contract is between you and us. No other person shall have any rights to enforce any of its terms.
- 18.4 **If a court finds part of this contract illegal, the rest will continue in force.** Each of the paragraphs of these terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.
- 18.5 **Even if we delay in enforcing this contract, we can still enforce it later.** If we do not insist immediately that you do anything you are required to do under these terms, or if we delay in taking steps against you in respect of your breaking this contract, that will not mean that you do not have to do those things and it will not prevent us taking steps against you at a later date. For example, if you miss a payment and we do not chase you but we continue to provide the Works, we can still require you to make the payment at a later date.
- 18.6 **Costs and expenses.** We can each claim from each other the costs and expenses which result from either of us failing to keep to this contract.
- 18.7 **Which laws apply to this contract and where you may bring legal proceedings.** This contract and these terms are governed by English law and you can bring legal proceedings in respect of the Works in the English courts.
- 18.8 **Alternative dispute resolution.** Early Neutral Evaluation (ENE) ENE is a form of alternative dispute resolution in which an independent and impartial expert is jointly appointed to give the parties an assessment of the merits of their case. We can both refer a dispute to be evaluated by way of ENE by a neutral evaluator appointed by The Royal Institution of Chartered Surveyors (RICS) Dispute Resolution Service. This is as well as the right to go to court. If either of us chooses ENE, we both accept that the cost, rules and procedures involved will become part of this contract.

CANCELLATION FORM

To Misura Ltd
c/o N Stones Yard, Unit 4, Albion Drive, Thurnscoe, Rotherham S63 0BA
Telephone: 01709 893128 / 07525728606
Email: kristan@misuraltd.co.uk:

I/We [*] hereby give notice that I/We [*] cancel my/our [*] contract dated [*enter date*]
for the supply of the following works [*Enter brief description of the Works*]

Your name and address:

Your signature:

Date

[*] Delete as appropriate