

FRANK KNIGHTON SUITE CENTRES LIMITED

TERMS AND CONDITIONS OF SALE (PHYSICAL STORES)



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OUR TERMS

1. THESE TERMS

1.1 **What these terms cover.** These are the terms and conditions on which we supply the items that we sell ("Goods") to you. The contract between us is concluded upon, and incorporates, these terms and conditions.

1.2 **Why you should read them.** Please read these terms carefully before you submit your order to us. These terms tell you who we are, how we will provide products 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 please contact us to discuss. If you require any changes to these terms, please make sure that you ask for any changes to be put in writing. This can help avoid any problems arising in the future about what you expect from us and we expect from you.

1.3 **When should you read them.** Please read these terms **before** placing your order and retain a copy of these terms and your order for future reference.

2. INFORMATION ABOUT US AND HOW TO CONTACT US

2.1 **Who we are.** We are Frank Knighton Suites Centres Limited a company registered in England and Wales. Our company registration number is 03303594 and our registered office is at Critchley Court, Wood Street, Ilkeston, Derbyshire, DE7 8GE. Our registered VAT number is 836 5607 10.

2.2 **How to contact us.** You can contact us by telephoning our customer service team at 0115 930 6567 or by writing to us either at sales@frankknighton.co.uk or the address above.

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 provided to us in your order.

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 **How you will place your order with us.** You place an order with us by completing a customer order form and signing the order to confirm that you accept the terms and conditions of sale. The order form, once signed by you, constitutes an offer for you to buy the Goods. Please note: The signing of the order form constitutes you placing your order with us. A binding contract does not come into existence until we have accepted your order. How we do that is set out below.

3.2 **How we will accept your order.** Our acceptance of your order will take place when we write to you to accept it OR we tell you either orally or in writing that we are able to provide you with the product. If we provide this confirmation orally to you we will then confirm in writing to you as well. At which point a contract will come into existence between you and us.

3.3 **If we cannot accept your order.** If we are unable to accept your order, we will inform you of this in writing and will not charge you for the product. This might be because the product is out of stock, because we

have identified an error in the price or description of the product or because we are unable to meet a delivery deadline you have specified.

3.4 **Your order number.** We will assign an order number to your order and tell you what it is when we accept your order. The order number will be printed on the customer order form. It will help us if you can tell us the order number whenever you contact us about your order.

3.5 **We only sell to the UK.** Our brochure and website are solely for the promotion of our products in the UK. Unfortunately, we do not deliver to addresses outside the UK. We will accept orders placed from outside the UK but will only deliver to a shipping company of your choice within the UK. Onward transport from the shipping company will not be our responsibility.

3.6 **Changes to this contract.** We have the right to revise and amend these terms and conditions from time to time to reflect changes in market conditions affecting our business, technology, relevant laws and regulatory requirements. You will be subject to the policies and terms in force at the time that you order the Goods from us, unless any change to those policies or these terms is required by law or government or regulatory authority (in which case, it will apply to orders you have previously placed that we have not yet fulfilled).

4. **OUR PRODUCTS**

4.1 **Our duty to you.** We are under a legal duty to supply goods which are in conformity with the contract between us.

4.2 **Products may vary slightly from their pictures.** The images of the products in our brochure OR on our website are for illustrative purposes only. Although we have made every effort to display the colours accurately, we cannot guarantee that a device's display of the colours or the printed pictures in our brochure accurately reflects the colour of the products. Your product may vary slightly from those images.

4.3 **The Goods ordered by you.** The Goods which you have ordered are unique to you. The Goods are ordered by You, and supplied by Us, on the understanding that there may be slight dye, shade and grain variations, particularly with natural wood and leather. In particular, leather products made from natural quality hide may not be uniform in colour or texture and will show natural marks and scars. Colours may also change with age and exposure to sun and other climactic conditions. If we are making the product to measurements you have given us you are responsible for ensuring that these measurements are correct. You can find information and tips on how to measure in our brochure or on our website, or by contacting us.

5. **OUR RIGHTS TO MAKE CHANGES**

5.1 **Minor changes to the product.** Rarely we will supply goods to you with minor differences to the specification of the Goods which you ordered. We will only do this where the circumstances are beyond our reasonable control. Should this be the case, any difference between what you ordered and what is supplied will result in the Goods being of an equal or improved standard to that which you ordered. This change will not affect your rights under the law and any guarantee which we offer will continue to apply.

6. **DELIVERY TO YOU**

6.1 **Delivery details.** Please note the following;

- (a) We will deliver to the delivery address given by you on the Order Form. If you want to change the delivery address, then you must notify us and obtain our written agreement to the change in delivery address prior to any delivery taking place.
- (b) Goods will be delivered to Mainland Britain only
- (c) Delivery will be completed when we deliver the Goods to you.
- (d) Delivery can only be made to the person named on the Order Form. If you wish for any other person to be permitted to accept delivery of the Goods, then you must notify us of this before the delivery date.
- (e) Once you have placed your order, please ensure that there is sufficient access to your property to allow us to deliver the Goods to you. Not only do we need access to your property with our vehicle, but additionally we will need access to the room or other place in your house where you wish us to place the Goods, once they have been unloaded. It is your responsibility to ensure that there is sufficient access to your property to allow us to make delivery. If you have concerns with this, please contact us to discuss those concerns and we will see if it is possible for us to assist you. If you think that there may be a problem with access, we ask that you raise these concerns with us well in advance of delivery, and in any event no less than 72 hours before delivery has been arranged. If we are not made aware of any issues with access we may be unable to deliver on the agreed day or at all.
- (f) Large items can be bulky and difficult to move. On that basis please remove anything which might be damaged in the course of moving the Goods to the room of your choice. Please be aware that our delivery team cannot move or otherwise disrupt your belongings, so you will need to clear these items out of the way prior to delivery. Our obligations to deliver the item extend no further than an obligation to deliver to the entrance to your property. Whilst we may place your item in its final location, this is solely at our discretion and we have no obligation to do so. We accept no liability for any damage caused to your property in the course of moving your item from the entrance of your property to its final location, howsoever caused.
- (g) Once the Goods have been delivered and placed where you want them to be, you (or anyone whom you have nominated to accept delivery) should take time to inspect the Goods supplied to ensure that you are happy with them. You should do this before signing any acceptance form for the Goods delivered. If you notice any issue, please bring this to the attention of our delivery team or otherwise speak with us as soon as possible.

6.2 **Delivery costs.** The costs of delivery will be as told to you during the order process or as set out in our current price list.

6.3 **When we will provide the products.** During the order process we will provide you with an estimated date when we will be able to provide delivery of the Goods. All delivery times quoted at the time that you place the order are estimated and cannot be guaranteed. We will deliver the Goods that you have ordered to you as soon as possible. We will contact you to arrange a delivery date. If that delivery date is not convenient for you, we will offer you a maximum of two further reasonable alternatives. We reserve the right to charge storage if you unreasonably refuse to accept delivery of the Goods.

6.4 **Outstanding balances.** Please ensure that any outstanding balance on the money owed to us for the Goods has been paid and cleared prior to the date arranged for delivery. If the outstanding balance is

not paid and cleared by that date we will not be able to deliver your Goods to you. Your balance can be paid by debit card in store only or bank transfer electronically all to be completed prior to delivery.

- 6.5 **We are not responsible for delays outside our control.** If our delivery of the products 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 products you have paid for but not received.
- 6.6 **Collection by you.** If you have asked to collect the products from our premises, you can collect the products from us at any time during our working hours.
- 6.7 **If you are not at home when the product is delivered.** If no one is available at your address to take delivery and the products cannot be posted through your letterbox, we will leave you a note informing you of how to rearrange delivery.
- 6.8 **If you do not re-arrange delivery.** If, after a failed delivery to you, you do not re-arrange delivery we will contact you for further instructions and may charge you for storage costs and any further delivery costs. If, despite our reasonable efforts, we are unable to contact you or re-arrange delivery or collection we may end the contract and clause 8.2 will apply.
- 6.9 **If you do not allow us access to install.** If you have asked us to set the Goods supplied up for you and you do not allow us access to your property 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 8.2 will apply.
- 6.10 **When you become responsible for the Goods.** The Goods will be your responsibility from the time of delivery.
- 6.11 **When you own the products.** Ownership of the Goods will only pass to you when we receive payment in full of all sums owed by You to Us, including delivery charges.

7. YOUR RIGHTS TO END THE CONTRACT

7.1 Can I cancel my order before delivery?

Items ordered from Stock:

- If the item you ordered was from our held stock you can cancel your order up to 2 days before its scheduled delivery, for a full refund
- If however you cancel your order within 2 days of its scheduled delivery, we reserve the right to charge you for a failed delivery at £100

Bespoke Items*, Made to Order, Special Order or Non-stocked Items:

- If the item you have ordered is not from our held stock, we would have commissioned a supplier to make the item especially for you, so therefore falls outside the Consumer Contracts Regulations

- In these circumstances we will do our absolute best to cancel the order with the supplier but if we are unable to do so (because for example, the item has already gone into production), unfortunately we will not be able to accept a cancellation
- However, at the managers discretion and depending upon the item, we may be able to allow cancellation but you would be required to forfeit 40% of the cancellation order value, to cover the costs borne by the company

7.2 Can I return my order after delivery?

7.2.1 **When you can end the contract.** Once you have taken delivery of the Goods, you will not be able to cancel your Order unless you have a statutory right to do so because the Goods are faulty or not as described. If you cancel your Order and have received Goods, you have a statutory duty to take reasonable care of those Goods whilst we arrange to collect them. If you do not look after the Goods in this way, then we may have a right of action against you.

7.2.2 **What happens when you end this contract- Refund.** If you are entitled to a refund, we will process that refund due to you as soon as possible, and in any event within 14 days of the day that we confirmed to you that you were entitled to the refund. We will refund the price of the Goods in fully, including any applicable delivery charges and we will not charge you any collection charge for collecting the Goods from you. We will usually refund any money received from you using the same method of payment originally used by you to pay for the Goods.

7.2.3 **Collection costs.** If goods have to be collected from you if they are faulty or not as described we will bear the collection costs in all other circumstances you will bear the costs.

8. OUR RIGHTS TO END THE CONTRACT

8.1 **We may end the contract if you break it.** We may end the contract for a product at any time by writing to you if:

- you do not make any payment to us;
- 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;
- you do not, within a reasonable time, allow us to deliver the products to you;

8.2 **You must compensate us if you break the contract.** If we end the contract in the situations set out in clause 8.1 we will refund any money you have paid in advance for products 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.

9. IF THERE IS A PROBLEM WITH THE PRODUCT

9.1 **How to tell us about problems.** If you have any questions or complaints about the product, please contact us. You can telephone our consumer service team at 0115 930 6567 or write to us at sales@frankknighton.co.uk. Alternatively, please speak to one of our staff in-store.

9.2 **Summary of your legal rights.** We are under a legal duty to supply products that are in conformity with this contract. See the box below for a summary of your key legal rights in relation to the product. Nothing in these terms will affect your legal rights.

Summary of your key legal rights

This is a summary of your key legal rights. These are subject to certain exceptions. For detailed information please visit the Citizens Advice website www.adviceguide.org.uk or call 03454 04 05 06.

The Consumer Rights Act 2015 says goods must be as described, fit for purpose and of satisfactory quality. During the expected lifespan of your product your legal rights entitle you to the following:

- up to 30 days: if your goods are faulty, then you can get an immediate refund.
- up to six months: if your goods can't be repaired or replaced, then you're entitled to a full refund, in most cases.
- up to six years: if your goods do not last a reasonable length of time you may be entitled to some money back.

9.3 **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. We will pay the costs of postage or collection.

10. PRICE AND PAYMENT

10.1 **Where to find the price for the product.** The price of the product (which includes VAT) will be the price set out in our price list in force at the date of your order unless we have agreed another price in writing. We take all reasonable care to ensure that the price of product advised to you is correct. However please see clause 10.3 for what happens if we discover an error in the price of the product you order.

10.2 **We will pass on changes in the rate of VAT.** If the rate of VAT changes between your order date and the date we supply the product, we will adjust the rate of VAT that you pay, unless you have already paid for the product (including delivery costs) in full before the change in the rate of VAT takes effect.

10.3 **What happens if we got the price wrong.** It is always possible that, despite our best efforts, some of the products we sell may be incorrectly priced. We will normally check prices before accepting your order so that, where the product's correct price at your order date is less than our stated price at your order date, we will charge the lower amount. If the product's correct price at your order date is higher than the price stated in our price list, we will contact you for your instructions before we accept your order.

10.4 **When you must pay and how you must pay.** We accept payment with debit and credit card (except American Express) for deposits. Payment of the balance can be made by debit card in store only or bank transfer electronically, all to be completed prior to delivery.

10.5 **We can charge interest if you pay late.** If you do not make any payment to us **OR** If we are unable to collect any payment from you by the due date we may charge interest to you on the overdue amount at the rate of 3% a year above the base lending rate of the Bank of England from time to time. This 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 together with any overdue amount.

10.6 **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.

11. OUR RESPONSIBILITY FOR LOSS OR DAMAGE SUFFERED BY YOU

11.1 We are responsible to you for foreseeable loss and damage caused by us. If we fail to comply with 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, except as set out in clause 11.2 we are not responsible for any loss or damage that is not foreseeable. 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.

11.2 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 goods, including the right to receive goods which are: as described and match information we provided to you and any sample or model seen or examined by you; of satisfactory quality; fit for any particular purpose made known to us; and, where installed by us, correctly installed; and for defective products under the Consumer Protection Act 1987

11.3 When we are liable for damage to your property. Our obligations to deliver the item extend no further than an obligation to deliver to the primary entrance to your property. Whilst we may place your item in its final location within your property, this is solely at our discretion and we have no obligation to do so. We accept no liability for any damage caused to your property in the course of moving your item from the entrance of your property to its final location, howsoever caused.

11.4 We are not liable for business losses. We only supply the products for domestic and private use. If you use the products for any commercial, business or re-sale purpose we will have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.

12. HOW WE MAY USE YOUR PERSONAL INFORMATION

12.1 How we will use your personal information. We will use the personal information you provide to us:

- (a) to supply the products to you;
- (b) to process your payment for the products; and
- (c) if you agreed to this during the order process, to inform you about similar products that we provide, but you may stop receiving these communications at any time by contacting us.

12.2 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.

12.3 We will only give your personal information to other third parties where the law either requires or allows us to do so.

13. OTHER IMPORTANT TERMS

13.1 We may transfer this agreement to someone else. We may transfer our rights and obligations under these terms to another organisation.

13.2 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. However, we not unreasonably withhold our agreement.

- 13.3 **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. Neither of us will need to get the agreement of any other person in order to end this contract or make any changes to these terms.
- 13.4 **If a court finds part of this contract illegal, the rest will continue in force.** Each of the paragraphs of these terms and conditions 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.
- 13.5 **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 products, we can still require you to make the payment at a later date.
- 13.6 **Which laws apply to this contract and where you may bring legal proceedings.** These terms are governed by English law and you can bring legal proceedings in respect of the products in the English courts. If you live in Scotland you can bring legal proceedings in respect of the products in either the Scottish or the English courts. If you live in Northern Ireland you can bring legal proceedings in respect of the products in either the Northern Irish or the English courts.