



NON-TRADE TERMS & CONDITIONS OF SALE AND SUPPLY

These terms and conditions apply only if you are purchasing goods or services from one of our branches (whether in-branch or online) as a consumer (i.e., for purposes outside your business, craft or profession). If you are purchasing goods from one of our branches (whether in-branch or online) for trade purposes (i.e., for purposes inside your trade, business, craft or profession), our trade terms and condition apply to such purchases. Those trade terms and conditions can be accessed on our website or by requesting a copy from us or one of our branches.

1. INTRODUCTION

1.1 **Who we are.** We are M. K. M. Building Supplies Limited (**we, us, our**), a company registered in England and Wales under company number 03100815. Our registered office and main trading address is at Stoneferry Road, Hull, HU8 8DE . Our VAT number is GB 721453461. We are the UK's leading independent builder's merchant, with branches across England, Scotland and Wales.

1.2 **Our approach.** We have a different approach to business; each of our branches is run independently by its branch directors and their hand-picked teams, supported by us centrally. Our branches benefit from the local knowledge and expertise of their outstanding teams to provide excellent services. By building relationships with customers, they have a true understanding of individual customer needs, and the flexibility to meet these.

1.3 **Placing an order and the branch you contract with.** You can place an order in one of our branches or online via our website at mkm.com. If ordering online, you will be prompted to select the branch you would like to place the order with. The branch you select to place your order with (whether in person at the physical branch or online) is who your contract for the supply of the goods ordered by you is formed with (the **Selected Branch**). Details on our branches can be viewed on our [branch finder](#).

1.4 **What these terms cover and additional terms.** These terms (together with the Privacy Policy (please see clause 21.3) but excluding any Additional Terms) (the **Terms**) are the terms and conditions on which your Selected Branch supply any goods to you. Additional terms may add to, or replace some of, these Terms (the **Additional Terms**). They may apply to certain purchases, promotions and/or if you are signed up to a loyalty scheme/program with your Selected Branch. The Additional Terms in the annex to these Terms supplement these Terms and apply if you purchase any bathroom or kitchen related offerings from your Selected Branch or if they supply any bathroom or kitchen related services to you.

1.5 **Why these Terms and Additional Terms are important.** These Terms and, if applicable, the relevant Additional Terms tell you who we and our branches are, how your Selected Branch will provide goods to you, how and when the contract is formed between you and your Selected Branch, what to do if there is a problem and other important information. Please read these Terms and the Additional Terms carefully before you place an order or otherwise enter any contract with your Selected Branch. By submitting an order or otherwise entering a contract with your Selected Branch, you agree to be legally bound by these Terms and, if applicable, the relevant Additional Terms.

1.6 **Your statutory rights.** Nothing in these Terms and, if applicable, the relevant Additional Terms, seeks to or has the effect of excluding your statutory rights.

2. PURCHASE REQUIREMENTS

2.1 **Who can make a purchase.** By purchasing goods from your Selected Branch, you confirm that you are:

- (a) a consumer.
- (b) at least 18 years old and legally capable of entering a contract with your Selected Branch; and
- (c) resident in the United Kingdom.

2.2 **If you are based outside of the United Kingdom.** If you are based outside of the United Kingdom and wish to purchase goods from any of our branches, please contact them. Although they cannot guarantee they will be able to fulfil your order, they may try to accommodate you.

3. PROMOTIONAL MATERIALS

3.1 **Promotional Material.** Product images on our or our branch brochures, catalogues, website and other promotional literature (**Promotional Material**) are for illustrative purposes only. Although we and they have made every effort to display the colours accurately, neither we or they can guarantee that a picture accurately reflects the colour of the goods. Your goods may vary slightly from those images. Although every effort has been made to be as accurate as possible, because goods are often mixed and compiled by hand, all sizes, weights, capacities, dimensions and measurements indicated on the Promotional Material have a small tolerance. If you are concerned about the precise colour, size, weight, capacity, specification, dimension or measurement of any of goods, please contact your Selected Branch prior to placing an order and/or purchasing those goods.

3.2 **Product packaging may vary.** The packaging of goods may vary from that shown on Promotional Material.

3.3 **Promotional & offer prices.** Any promotional or offer prices made available for goods or services by any branch will apply only within the scope and period of the promotion or offer concerned and are subject to any applicable Additional Terms (and restrictions or limits) stated. To take advantage of promotional/offer prices, you may be required to quote the relevant promotion code at the time of your order. If you do not comply with the Additional Terms of a promotion or offer, your Selected Branch reserve the right to exclude you from the relevant promotion or offer.

4. YOUR ORDER AND CONTRACT WITH THE SELECTED BRANCH

4.1 **How to place your order.** You can place an order with your Selected Branch in-branch or on our website.

Branch orders

4.2 **When the contract is formed: in-branch orders.** The contract for in-branch orders is formed when your Selected Branch inform you they accept your order. At this point, a legally binding contract will be in place between you and your Selected Branch. Your Selected Branch will issue with you an invoice or receipt confirming what your order covers. That invoice or receipt acts as your proof of purchase.

Website orders

4.3 **How to place an order: website orders.** Our website shopping pages will guide you through the steps you need to take to place an order with your Selected Branch. The order is placed once you have successfully followed the steps and clicked the “buy now” button or similar on the checkout page. Our order process allows you to check and amend any errors before submitting an order to your Selected Branch. Please take the time to carefully read and check your order at each page of the order process.

4.4 **Order acknowledgement.** After placing an order, you will receive an email from your Selected Branch acknowledging that they have received your order. Your Selected Branch will

then send you a separate email confirming an order number has been generated for you (**Order Acknowledgement**). Please note that this Order Acknowledgement does not mean that your order has been accepted by your Selected Branch. The order number is only used to help your Selected Branch identify your order and is not evidence of a binding contract.

4.5 **When the contract is formed: website orders.** The contract for website orders is formed when your Selected Branch has contacted you, either by email or telephone, and has agreed with you that it will fulfil your order and agreed the delivery or collection arrangements with you. At this point, a legally binding contract will be in place between you and your Selected Branch.

General order information

4.6 **If your Selected Branch are unable to accept your order.** In some circumstances, your Selected Branch may be unable to accept your order. This is typically for the following reasons:

- (a) where goods are out of stock;
- (b) your Selected Branch cannot authorise your payment;
- (c) due to unexpected limits on your Selected Branches resources which they could not reasonably plan for;
- (d) your Selected Branch have identified an error in the price or description of the goods;
- (e) your Selected Branch are unable to meet a delivery deadline you have specified;
- (f) you are not allowed to buy the goods from your Selected Branch and/or they are unable to sell them to you; or
- (g) you have ordered too many goods.

4.7 Your Selected Branch will contact you if they are unable to accept your order to discuss how you would like to proceed. Your options in these circumstances may include:

- (a) for out-of-stock items, ordering the goods into your Selected Branch or another branch if necessary (in which case you accept there may be a delay in delivery to you); or
- (b) offering you suitable alternative stock, either at the same price or a different price (if your Selected Branch have discovered an error in the price on the website, the difference in price will be dealt with in accordance with clause 9.4).

4.8 If you do not wish to continue with your order in accordance with clause 4.7 or your Selected Branch do not receive a response from you seven days after asking you how you would like to proceed, a refund will be issued to you for the full amount you paid for the goods that have not been supplied (including any delivery costs charged that are associated with the unsupplied goods) as soon as possible and no contract will come into existence.

4.9 **What your order covers.** The contract will relate only to those goods your Selected Branch have confirmed to you they are able to supply. Neither we, your Selected Branch or any other branch will be obliged to supply any other goods that may have been part of your order but your Selected Branch have informed you they are unable to fulfil.

4.10 **Availability.** All orders are subject to availability. Neither we or our branches guarantee that any goods will be available at any given time.

5. DELIVERY

If you have chosen to have your order delivered to you, this clause 5 applies.

5.1 **Delivery costs.** Each branch offers free local delivery for the majority of orders; however, this may not always be available and you may in certain circumstances have to pay the delivery

costs. Where this is the case, your Selected Branch will confirm what additional delivery costs apply, and the amount payable.

5.2 **When your Selected Branch will deliver the goods.** Where your Selected Branch agree to deliver goods to you, delivery will be within 30 days after the date your Selected Branch has contacted you and agreed to fulfil your order, or such shorter or longer period which the Selected Branch agrees with you at that time.

5.3 **If you are not present when your order is delivered.** If no one is available at your address to take delivery and the goods cannot be posted through your letterbox, you will receive a note informing you of how to rearrange delivery or collect your order from your Selected Branch.

5.4 **Failed collection/delivery.** If you do not collect the goods from your Selected Branch as arranged or if there has been a failed delivery to you, your Selected Branch will contact you for further instructions and may charge you delivery costs associated with any re-delivery and, to the fullest extent permitted by applicable law, for reasonable storage costs associated with your goods. If, despite reasonable efforts, your Selected Branch are unable to contact you or re-arrange delivery or collection your Selected Branch may end the contract with you.

6. THIRD PARTY SUPPLIED GOODS

6.1 **Delivered by our trusted suppliers.** Our branches offer a range of goods delivered direct from their suppliers. As these goods are supplier direct delivery orders you will not be able to collect them or take them away from our branches on the same day. Once you have placed your order for the selected goods, the goods are supplied direct to you by the third-party supplier of the goods. The third-party supplier may contact you directly regarding the delivery of the goods. These goods can be identified as such in the product description information in the Promotional Material or if you have been informed this is the case by your Selected Branch.

6.2 **Delivery.** Your Selected Branch use third-party logistics providers to ship and deliver goods supplied by a third party in accordance with this clause 6. Shipping and delivery times may vary depending on the location and shipping method selected. You will be provided with an estimated delivery date but, to the fullest extent permitted by applicable law, your Selected Branch cannot guarantee that the delivery will be made on that date. To the fullest extent permitted by applicable law, your Selected Branch are not responsible for any delays in shipping or delivery caused by the logistics provider or any other third party.

6.3 **Returns.** Please note that if an item you receive directly by a third party is damaged or you wish to return a third party directly supplied product, you will not be able to return it in any of our branches. Please contact the Selected Branch that you placed the order with in the first instance to arrange the replacement/return as the item will need to be collected from you by the third-party supplier.

7. COLLECTING YOUR ORDER

This clause 7 only applies where you choose to collect your order from your Selected Branch.

7.1 **Collection.** If you have ordered online and choose to collect your order from your Selected Branch, you must take your Order Acknowledgement with you as proof of purchase. Your Selected Branch is under no obligation to release the goods to you if you do not have your Order Acknowledgement or if you are unable to provide the credit or debit card that was used to pay for your order.

7.2 **When to collect your order.** Your Selected Branch will contact you when your order is ready to collect. Please do not attempt to collect your order prior to being notified. Once notified, you can collect from your Selected Branch at any time during their opening hours. Details on your Selected Branches opening hours can be viewed on our [branch finder](#).

7.3 **If you do not collect your order.** If you do not collect your order within seven days of being notified by your Selected Branch that it is ready for collection in accordance with clause 7.2 above, your Selected Branch may, at its discretion, cancel your order.

8. DELIVERY AND COLLECTION GENERALLY

8.1 **Responsibility for the goods and when you own them.** Once your order has been delivered to your address or in accordance with the delivery instructions you provided to your Selected Branch or you collect the goods, the risk in the goods passes to you and the goods are classed as having been 'delivered'. This means that you are responsible for the goods and your Selected Branch are not liable to you if the goods are stolen or damaged after they have been delivered to you. This does not affect your legal rights if the goods are faulty or misdescribed. Ownership of the goods passes to you once you have paid for them in full.

8.2 **Examining your goods.** Please examine the goods as soon as reasonably possible after delivery or collection and notify your Selected Branch of any fault or damage as soon as reasonably possible.

8.3 **When your Selected Branch require information from you that is not provided.** Your Selected Branch may need certain information from you so that they can supply the goods to you. If so, this will have been stated in the description of the goods or on the Promotional Material or will be requested by your Selected Branch. Your Selected Branch will contact you in writing to ask for this information. If you do not give them this information within a reasonable time of them asking for it, or if you give them incomplete or incorrect information, they may either end the contract or, to the fullest extent permitted by applicable law, charge you a reasonable amount to compensate them for any work that is required because of your failure. Your Selected Branch will not be responsible for supplying the goods late or not supplying any part of them if this is caused by you not giving your Selected Branch the information they need within a reasonable time of them asking for it.

8.4 **Delivering your order in instalments.** Your selected Branch may deliver your goods or make them available for collection in instalments. Where they do so, your Selected Branch will inform you this is the case prior to delivery or collection.

8.5 **Delays outside your Selected Branch's control.** If delivery or collection is delayed by an event outside your Selected Branch's control, they will contact you as soon as possible to let you know and they will take steps to minimise the effect of the delay. If there is a risk of substantial delay, you may contact your Selected Branch to end the contract and receive a refund for any goods you have paid for but not received.

8.6 **Your legal rights if your Selected Branch deliver/make goods available for collection late.** You have legal rights if your Selected Branch deliver or make available for collection any goods late. If your Selected Branch miss the delivery or collection deadline for any goods then you may treat the contract as at an end straight away if any of the following apply:

- (a) they have refused to deliver the goods or make them available for collection;
- (b) delivery/availability for collection within the delivery deadline was essential (considering all the relevant circumstances); or
- (c) you told your Selected Branch before they accepted your order that delivery/availability for collection within the delivery deadline was essential.

8.7 **Setting a new deadline for delivery/collection.** If you do not wish to treat the contract as at an end straight away, or do not have the right to do so under clause 8.6, you can give your Selected Branch a new deadline for delivery/availability for collection, which must be reasonable, and you can treat the contract as at an end if your Selected Branch do not meet the new deadline.

8.8 **Ending the contract for late delivery.** If you do choose to treat the contract as at an end for late delivery/availability for collection under clauses 8.6 or 8.7, you can cancel your order for any

of the goods or reject goods that have been delivered. If you wish, you can reject or cancel the order for some of those goods (not all of them), unless splitting them up would reduce their value. After that your Selected Branch will refund any sums you have paid to them for the cancelled goods and their delivery. If the goods have been delivered to you or you have already collected them, you must either return them to your Selected Branch, post them back to them or (if they are not suitable for posting) allow them to collect them from you, in any event, within 14 days of delivery/collection. Your Selected Branch will pay the costs of postage or collection. Please contact your Selected Branch for a return label or to arrange collection.

9. PRICE AND PAYMENT

9.1 **Where to find the price.** The price of the goods that apply to your order will be as quoted on the Promotional Material, as listed in our branches, or agreed between you and your Selected Branch from time to time. All prices are in pounds sterling (£)(GBP). Our branches take all reasonable care to ensure that the prices of our goods are correct. However please see clause 9.4 for what happens if your Selected Branch discover an error in the price of the goods you order.

9.2 **We will pass on changes in the rate of VAT.** Our prices are displayed inclusive and exclusive of VAT. You will always be charged the price of the goods including any applicable VAT. If the rate of VAT changes between the date of your order and the date of delivery, we will adjust the VAT you pay, unless you have already paid for the goods in full before the change in VAT takes effect.

9.3 **Price of delivery.** Our prices do not include the cost of delivery. If there is a delivery cost, it will be notified to you in accordance with clause 5.1 above.

9.4 **What happens if the price of your goods is wrong.** It is always possible that, despite your Selected Branch's reasonable efforts, some of goods may be incorrectly priced. Your Selected Branch will normally check prices before accepting your order so that, where the good's correct price at your order date is less than the stated price at your order date, the Selected Branch will charge you the lower amount. If the good's correct price at your order date is higher than the price stated, your Selected Branch will contact you for your instructions before they accept your order. If your Selected Branch accept and process your order where a pricing error is obvious and unmistakable and could reasonably have been recognised by you as a mispricing, they may later end the contract, refund you any sums you have paid and require the return of any goods provided to you.

9.5 **Accepted payment methods.** We accept payment using the credit and debit cards referred to on our website. If you are placing an order in one of our branches, we also accept cash payment, subject to any cash payment limits specified by your Selected Branch. Those limits may apply to your order as whole, rather than each individual cash payment.

9.6 **When payment is due.** Unless your order is subject to consumer finance (please see clauses 9.9 to 9.11) or otherwise agreed in writing with your Selected Branch, you must pay for the goods and all applicable delivery charges before your Selected Branch dispatch or you collect them.

9.7 **What to do if you think an invoice is wrong.** If you think an amount your Selected Branch has charged you is wrong, please contact them promptly.

9.8 **Security.** We and our branches will do all that we and they reasonably can to ensure that all the information you give them when paying for the goods is secure by using an encrypted secure payment mechanism. However, in the absence of negligence on our or their part, any failure by us or them to comply with this contract or our Privacy Policy (see clause 21.3) or breach by us or them of our or their duties under applicable laws, we and they will not be legally responsible to you for any loss that you may suffer if a third party gains unauthorised access to any information that you give us or them.

9.9 **Disclosure.** We and our branches are appointed representatives of Clearfc Ltd which is authorised and regulated by the Financial Conduct Authority (FRN: 938464). Clearfc Ltd is a credit broker and not a lender. Credit is provided by Novuna Personal Finance.

9.10 **Finance availability.** Your Selected Branch may offer you the option to pay for your order using methods of consumer finance that are available from time to time, subject to status, restrictions, purchase values, financial circumstances and borrowing history. Offering you consumer finance to pay for your order is always at your Selected Branch's discretion and subject to separate consumer finance terms and conditions. More information can be found on our website (www.mkm.com/finance) or by visiting us in one of our branches and enquiring about this method of payment. Finance is not available on any installation service. Each branch operates as an independent legal entity and provides their own unique finance options. Finance quotations are not transferable between branches.

9.11 **Conducting checks on your credit file.** You acknowledge that to fulfil your request for consumer finance, your Selected Branch may undertake a credit check against you and a record of their or the lender's searches may be visible on credit records searches for a period afterwards and could affect your credit score and ability to get further credit. Further terms and details will be provided to you as part of your application.

10. OUR RIGHTS TO MAKE CHANGES

10.1 **Minor changes to the goods.** Your Selected Branch may change goods ordered by you prior to delivery:

- (a) to reflect changes in relevant laws and regulatory requirements; or
- (b) to implement minor adjustments and improvements.

These changes will not affect your use of the goods, but your Selected Branch will (unless the changes are very minor) notify you in writing at the time of supply which changes have been made, and where necessary explain why they were necessary.

10.2 **More significant changes to the goods.** In addition, your Selected Branch may in certain cases occasionally have to make more significant changes to the goods ordered by you prior to delivery. If they do so, your Selected Branch will notify you in advance, and you may then contact your Selected Branch to end the contract and receive a full refund before the changes take effect.

11. YOUR RIGHTS TO MAKE CHANGES AND END THE CONTRACT

11.1 **Your rights to end the contract.** Your rights to end the contract will depend on what you have bought, how you bought it, whether there is anything wrong with it, how your Selected Branch are performing and when you decide to end the contract:

- (a) if you want to end the contract because of something your Selected Branch have done or have told you they are going to do, please see clause 11.2 for further information;
- (b) if what you have bought is faulty or mis-described you may have a legal right to end the contract (or to get the goods repaired or replaced or to get some or all of your money back), please see clause 12 for further information;
- (c) if you have just changed your mind about the goods that you bought from your Selected Branch from the website, please see clause 13; and
- (d) if you have just changed your mind about the goods that you bought from your Selected Branch in-branch, please see clause 14.

11.2 **Ending the contract because of something your Selected Branch have done or are going to do.** You have the right to end the contract for the reasons set out at (a) to (e) below. If you exercise this right by requesting this from your Selected Branch, the contract will end and you

Selected Branch will refund you in full for any goods which have not been provided in accordance with these Terms. The reasons are:

- (a) your Selected Branch have told you about an upcoming change to the goods or these Terms (or, where applicable, the Additional Terms) that apply to your order which you do not agree to;
- (b) your Selected Branch have told you about an error in the price or description of the goods you have ordered and you do not wish to proceed;
- (c) there is a risk that supply of the goods may be significantly delayed because of events outside your Selected Branch's control;
- (d) your Selected Branch have suspended supply of the goods for technical reasons, or notify you they are going to suspend them for technical reasons, in each case for a period of more than 3 weeks; or
- (e) you have a legal right to end the contract because of something your Selected Branch have done wrong.

11.3 **Making changes.** If you wish to make a change to your order before it is delivered or before it is ready for collection, please contact your Selected Branch. Your Selected Branch will let you know if the change is possible. If it is possible, they will let you know about any changes to the price of the goods(s), the timing of supply or anything else which would be necessary because of your requested change and ask you to confirm whether you wish to go ahead with the change.

12. IF THERE IS A PROBLEM WITH YOUR GOODS

12.1 The Consumer Rights Act 2015 gives you certain legal rights (also referred to as 'statutory rights'). Any goods that you purchase from your Selected Branch must:

- (a) be of satisfactory quality;
- (b) be fit for purpose; and
- (c) fit the description provided when you purchased the goods.

12.2 **How your rights differ.** During the expected lifetime of your goods, your legal rights entitle you to the following:

- (a) up to 30 days: if your item is faulty, then you can get a refund;
- (b) up to six months: if it can't be repaired or replaced, then you're entitled to a full refund, in most cases; and
- (c) up to six years: if the goods do not last a reasonable length of time, you may be entitled to some money back.

This is a summary of some of your key rights. For detailed information from Citizens Advice please visit www.citizensadvice.org.uk or call them on 0808 223 1133.

12.3 **Exercising your rights.** If you believe goods you have purchased from your Selected Branch are not as described, are not fit for its purpose, or are not of satisfactory quality, please contact them to discuss a resolution. Your Selected Branch will ask you to provide certain information about the goods to enable them to investigate and resolve the issue and they may offer a repair, exchange or refund. Nothing in this contract affects your legal rights under Consumer Rights Act 2015. You may also have other rights in law.

12.4 **Terms of Manufacturer Guarantee/Warranty.** Some of the goods your Selected Branch sell to you come with a manufacturer's guarantee. For details of the applicable terms and conditions, please refer to the manufacturer's written guarantee provided with the goods.

12.5 **Legal rights not affected.** A manufacturer's guarantee is in addition to, and does not affect, your legal rights in relation to goods that are faulty or not as described.

13. UNWANTED GOODS BOUGHT ON THE WEBSITE

13.1 **Right to cancel website orders.** You can cancel this contract within 14 days without giving any reason if you ordered the goods from your Selected Branch from our website. However, for some goods bought from our website you do not have the right to cancel or you may lose the right to cancel in certain circumstances. This is further explained in clause 15 below.

13.2 **How long do you have to change your mind?** How long you have depends on how the goods you ordered from the website are delivered. The cancellation period will expire 14 days after the day on which you, or someone you nominate, receives:

- (a) the goods (unless one of the options below applies to your order); or
- (b) the last good (if you ordered multiple goods in one order and they are being delivered separately); or
- (c) the last lot or piece (if you ordered a good that consists of multiple lots or pieces); or
- (d) the first good (if you ordered goods to be delivered regularly over a set period of time).

13.3 **Exercising your right.** To exercise the right to cancel, you must inform your Selected Branch of your decision to cancel this contract by contacting them (please see clause 17.1 for further details).

13.4 **When the cancellation deadline is met.** To meet the cancellation deadline for orders from the website, it is sufficient for you to send your cancellation request before the cancellation period has expired.

14. UNWANTED GOODS BOUGHT IN-BRANCH

14.1 **Right to cancel in-branch orders.** If you wish to return an unwanted item to your Selected Branch that you purchased in-branch, please contact your Selected Branch within seven working days of the collection or delivery date. Those working days refer to your Selected Branch's opening hours which can be viewed on our [branch finder](#). You will need to quote your order reference found on correspondence from your Selected Branch so that they can deal with your request. Your Selected Branch will discuss your reason for return or refund and will advise you on the return or refund process accordingly. Returns after the timeframe listed in this clause may not be accepted. Please note, for some goods bought from in-branch you do not have the right to cancel or you may lose the right to cancel in certain circumstances. This is further explained in clause 15 below.

14.2 **Unwanted items: in-branch orders.** If you are returning an unwanted item that you purchased in-branch it must be in brand new and un-used condition and fit for immediate re-sale. If it is a packaged item, the packaging must be factory sealed, intact and in good condition. Your Selected Branch may, depending on the circumstances, apply a re-stocking charge and they reserve the right not to accept unwanted items for return or refund if they do not comply with this clause.

14.3 **Mechanical faults involving gas, electricity or water.** If you believe there may be a mechanical fault involving the use of gas, electricity or water, before taking any remedial action, please contact your Selected Branch to request a visit to your premises from the manufacturer's engineer.

15. WHEN YOU DON'T HAVE THE RIGHT TO CHANGE YOUR MIND

15.1 You do not have a right to change your mind under clauses 13 or 14 in respect of any goods which:

- (a) have been made to your requirements or specifications, or are clearly personalised;

- (b) are sealed for health or security protection or hygiene purposes, once these have been unsealed after you receive them;
- (c) are liable to deteriorate or expire rapidly; or
- (d) which become mixed inseparably with other items after their delivery.

16. EFFECTS OF YOUR CANCELLATION

16.1 **Returning goods after ending the contract.** If you end the contract for any reason after goods have been dispatched to you or you have received them, you must return them to us. You must either return the goods in person to the Selected Branch you bought them from, post them back to your Selected Branch or (if they are not suitable for posting) allow your Selected Branch to collect them from you. Your Selected Branch do not have to offer a collection if you are exercising your right to change your mind under clauses 13 or 14 or if you are not exercising your right to end the contract as a result of something they have done wrong.

16.2 **When your Selected Branch will pay the costs of return.** Your Selected will pay the costs of return:

- (a) if the goods are faulty or mis-described; or
- (b) if you are ending the contract because your Selected Branch have told you of an upcoming change to the goods or these Terms as they apply to your order, an error in pricing or description, a delay in delivery due to events outside their control or because you have a legal right to do so because of something they have done wrong.

In all other circumstances (including where you are exercising your right to change your mind under clauses 13 or 14) you must pay the costs of return (including, any costs of collection, where your Selected Branch agree to collect the goods from you).

16.3 **What your Selected Branch charge for collection.** If you are responsible for the costs of return and your Selected Branch are collecting the goods from you, they will charge you a collection charge notified by them to you.

16.4 **Method of refund.** Your Selected Branch will make the refund using the same payment method you used to make your purchase unless you and your Selected Branch have expressly agreed otherwise.

16.5 **Deductions:** Your Selected Branch may make a deduction from the refund for loss in value of any goods supplied, if the loss is the result of your handling of the goods in a way beyond what is necessary to establish the nature, characteristics and functioning of the goods (e.g. beyond what might reasonably be permitted in a shop). If your Selected Branch refund you the price paid before they can inspect the goods and later discover you have handled them in an unacceptable way, you must pay them an appropriate amount.

16.6 **Refunds.** If you are exercising your right to change your mind under clause 13, your Selected Branch will refund all payments received from you, including the cost of standard delivery. They will only refund the cost of standard delivery in such circumstances, even if you chose a more expensive delivery option. To avoid doubt, if you are exercising your right to change your mind under clause 14, your Selected Branch will not refund any original delivery costs paid by you.

16.7 **Issuing Refunds.** Your Selected Branch will make any refunds due to you as soon as possible. If you are exercising your right to change your mind, your Selected Branch will issue the refund within:

- (a) 14 days after the day they receive the goods back from you; or
- (b) if you are exercising your right to change your mind under clause 13, (if earlier) 14 days after the day you provide evidence that you have returned the goods; or

- (c) if no goods have been supplied, 14 days after the day on which you told them that you want to cancel this contract.

17. HOW TO CONTACT YOUR SELECTED BRANCH

17.1 **How to contact your Selected Branch (including to tell them you want to end the contract).** You can contact your Selected Branch (including to tell them you want to end the contract with your Selected Branch), by doing one of the following:

- (a) **Visiting your Selected Branch** and informing them you wish to end the contract. You may be required to produce your proof of payment if you choose to do so.
- (b) **Phone, email or post.** Call, email or write to your Selected Branch, the details for which will be included in your invoice or dispatch confirmation email and can also be found on the [branch finder](#). Please provide your name, home address, your order number and, where available, your phone number and email address.
- (c) **Your right to cancel website orders.** If you are exercising your right to change your mind under clause 13, you can inform your Selected Branch of your decision to cancel by a clear statement (e.g., a letter sent by post or email) or by using the cancellation form below (but use of that form is not obligatory):

Model cancellation form

To [your Selected Branch, geographical address and email address available on the [branch finder](#)]:

I/We [*] hereby give notice that I/We [*] cancel my/our [*] contract for the sale of the following goods [*/for the supply of the following service [*/:

Ordered on [*/received on [*/:

Name of consumer(s):

Address of consumer(s):

Signature of consumer(s) (only if this form is notified on paper):

Date:

[*] Delete as appropriate.

18. OUR RIGHTS TO SUSPEND THE SUPPLY OF GOODS OR END THE CONTRACT

18.1 **Why your Selected Branch may suspend the supply of goods to you.** In rare cases, your Selected Branch may be required to suspend the supply of goods to you. This is typically for the following reasons:

- (a) to deal with technical problems or make minor technical changes;
- (b) to update the goods to reflect changes in relevant laws and regulatory requirements;
or
- (c) to make changes to the goods as requested by you or notified by your Selected Branch to you.

18.2 **Suspending the supply of goods or ending the contract.** If you do not pay your Selected Branch for the goods when you are supposed to, your Selected Branch may suspend supply of the goods until you have paid them the outstanding amounts, or they may otherwise end the contract. Your Selected Branch may also notify you that they are going to stop supplying any goods and will refund any sums you have paid in advance for goods which will not be provided.

19. RESPONSIBILITY FOR LOSS OR DAMAGE SUFFERED BY YOU

19.1 **Your Selected Branch are responsible to you for foreseeable loss and damage caused by them.** If your Selected Branch fail to comply with these Terms, they are responsible for loss or

damage you suffer that is a foreseeable result of them breaking this contract or their failure to use reasonable care and skill. Your Selected Branch 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 your Selected Branch and you knew it might happen, for example, if you discussed it with them during the sales process.

19.2 **Your Selected Branch are not liable for business losses.** Your Selected Branch only supply the goods to you under these Terms for domestic and private use. If you use the goods for any commercial, business or re-sale purpose your Selected Branch will have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.

20. IF YOU WISH TO COMPLAIN

20.1 **How to make a complaint.** We and each of our branches are very proud of our high standards of customer service, however, in the event that your Selected Branch fail in meeting these standards, please inform them in accordance with clause 17.1.

21. HOW WE AND OUR BRANCHES MAY USE YOUR PERSONAL INFORMATION

21.1 **How we and our branches will use your personal information.** We and our branches will use the personal information you provide to us and them:

- (a) to supply the goods and any services to you;
- (b) to process your payment for your purchase; and
- (c) if you agreed to this during the order process or, if we have a lawful basis to do so, to inform you about similar goods and services that we or our branches provide, but you may stop receiving these communications at any time by contacting us or the relevant branch.

21.2 **We and our branches may pass your personal information to credit reference agencies.** Where we or any of our branches extend credit to you for the goods you purchase, we may pass your personal information to credit reference agencies and they may keep a record of any search that they do. Neither we or any of our branches are responsible for any search conducted on your credit file as a result of extending credit to you.

21.3 **We and our branches only use your personal information in accordance with our Privacy Policy**, available to view on the website. Please take the time to read our [Privacy Policy](#), as it includes important terms which apply to you, and explains how we and our branches safeguard any data which you provide to us or them for us to fulfil your orders.

22. RIGHTS TO VARY THESE TERMS

22.1 **We may amend these Terms from time to time.** Every time you place an order with your Selected Branch, the terms in force at the time of your order will apply to the contract between you and them.

22.2 **Reasons for revising these terms.** We may revise these Terms from time to time. This might happen in the following circumstances (which are illustrative rather than exhaustive):

- (a) changes in how we or any of our branches accept payments from you;
- (b) changes in market conditions affecting our business or those of our branches;
- (c) changes in technology;
- (d) changes in relevant laws and regulatory requirements; or
- (e) changes in the goods and services we and our branches offer.

22.3 **What happens if we revise these terms.** If we revise these terms as they apply to your order, your Selected Branch will contact you to give you reasonable advance notice of the changes and let you know how to cancel the contract if you are not happy with the changes. You may cancel either in respect of all the affected goods or just the goods you have yet to receive. If you opt to cancel, you will have to return or make available for collection by your Selected Branch (at their cost) any relevant goods you have already received and your Selected Branch will arrange a full refund of the price you have paid, including any applicable delivery charges.

23. OTHER IMPORTANT TERMS

23.1 **We and your Selected Branch may transfer our rights to someone else.** Your Selected Branch may transfer their rights and obligations under these Terms and, where applicable, the Additional Terms to another organisation. Your Selected Branch will always tell you in writing if this happens and they will ensure that the transfer will not affect your rights under this contract.

23.2 **You need consent to transfer your rights to someone else.** You may only transfer your rights or your obligations under these Terms and, where applicable, the Additional Terms to another person if your Selected Branch agree to this in writing.

23.3 **Nobody else has any rights under this contract.** This contract is between you and your Selected Branch. No other person shall have any rights to enforce any of its terms.

23.4 **If a court finds part of this contract illegal, the rest will continue in force.** Each of the paragraphs of these Terms and, where applicable, the Additional 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.

23.5 **Even if your Selected Branch delay in enforcing this contract, they can still enforce it later.** If your Selected Branch do not insist immediately that you do anything you are required to do under these Terms and, where applicable, the Additional Terms or if they 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 them taking steps against you at a later date. For example, if you miss a payment and your Selected Branch do not chase you but they continue to provide the goods, they can still require you to make the payment later.

23.6 **Which laws apply to this contract, and where you may take legal action.** These Terms and, where applicable, the Additional Terms are governed by English and Welsh law and you can bring legal proceedings in respect of the goods in the English and Welsh courts. If you live in Scotland you can bring legal proceedings in respect of the goods in either the Scottish, English or Welsh courts. If you live in Northern Ireland you can bring legal proceedings in respect of the goods in either the Northern Irish, English or Welsh courts.

ANNEX – ADDITIONAL TERMS FOR BATHROOMS AND KITCHENS

1. THIS ANNEX

1.1 **When the Additional Terms in this annex apply.** The Additional Terms in this annex to the Terms apply to orders from your Selected Branch for the supply of any bathroom or kitchen related goods and/or associated services to you. These Additional Terms are supplemental to the Terms, which continue to apply to your order unless varied by this annex.

2. OUR SERVICES

2.1 **Placing your order.** Please ensure that all details are complete and accurate, before signing a written order confirmation document in-store at your Selected Branch. If you think that there is a mistake or require any changes to your order, then please contact your Selected Branch to discuss. Your Selected Branch will confirm any changes in writing to avoid any confusion between you and them.

2.2 **Advertising materials.** Our brochure and website are solely for the promotion of our bathroom and kitchen ranges. Whilst prices may be displayed on them, you cannot place an order in relation to our bathroom or kitchen ranges and related service offerings on our website.

3. OUR BATHROOMS AND KITCHENS

3.1 **Specifications, samples and displays are intended as a general guide only.** Although your Selected Branch have made every effort to be as accurate as possible, all colours, sizes, weights, capacities, dimensions, finishes, textures and measurements of bathrooms and kitchens are subject to minor tolerances.

3.2 **Using your specification, design or measurements.** If your Selected Branch are making or procuring goods to your specification or based upon your measurements (only if agreed with you in writing), you must supply your Selected Branch with such specification or measurements at the time of placing your order. You are responsible for ensuring that your specification (including the design details and drawings supplied) and all measurements are correct, as your Selected Branch will use these for manufacturing purposes. You can find information and tips on how to measure on our website or by contacting your Selected Branch. You must also ensure that you have the necessary rights to use any design or specification provided to your Selected Branch.

3.3 **Specification of goods and services.** Except where paragraph 3.2 of this annex applies, our bathroom and kitchen goods and services are supplied in accordance with your Selected Branch's own specification, details of which will be supplied to you in writing before you place your order. You should read the order confirmation (and all accompanying notes) carefully before you submit your order to your Selected Branch, and if you think that there is a mistake or require any changes, please contact your Selected Branch to discuss before placing your order.

4. PROVIDING SERVICES

4.1 **Dates for performing services.** If your Selected Branch are providing any services to you, they will aim to begin the services on the date agreed with you during the order process. The estimated completion date for services will be as advised to you during the order process.

4.2 **Payment for services.** Unless your Selected Branch agree otherwise with you, you must make full payment for the price of the services before they start providing them. Agreed payment terms will be outlined in the written agreement and/or project proposal.

4.3 **Requirements to provide services.** Your Selected Branch will require you to provide them with certain information and arrange certain things to enable them to provide any services at your property which are part of your order. Your Selected Branch will contact you about this and provide details to you in writing. These will include you collecting or taking delivery of the relevant bathroom or kitchen goods; being present at (and providing your Selected Branch and their equipment access to) your property at the time and date on which the works are scheduled to commence; clearing the area where the services are to be provided, identifying and obtaining all necessary

permissions, consents and approvals required for the services before they start; and taking any other action which your Selected Branch specify to you to ensure that they can provide the services on estimated works date(s). Your Selected Branch may also require access to mains electricity (if connected at your property). If you do not meet any of these requirements (and you do not have a good reason for this) and this affects the provision of the services, to the fullest extent permitted by applicable law, your Selected Branch may charge you additional reasonable costs incurred by them as a result, and they will also not be responsible for any resulting delays. If, despite your Selected Branch's reasonable efforts, they are unable to provide the services due to your fault then they may end the contract.

4.4 **Your Selected Branch are not responsible for delays outside their control.** If the supply of bathroom or kitchen services is delayed by an event outside your Selected Branch's control, then they will contact you as soon as possible to let you know and will take steps to minimise the effect of the delay. Provided they do this, they will not be liable for delays caused by the event, but if there is a risk of substantial delay you may contact your Selected Branch to end the contract and receive a refund for any bathroom or kitchen services you have paid for but not received.

4.5 **Reasons your Selected Branch may suspend the services.** Your Selected Branch may have to suspend services if they are presented with unplanned health & safety issues, technical problems, or where other construction, tradesperson or specialist works or services (**Ancillary Works**) are required for them to complete the services. Your Selected Branch will contact you to let you know in advance where this occurs, unless the problem is urgent or an emergency, and you will need to arrange for these Ancillary Works to be completed by an appropriate third party first, to your Selected Branch's reasonable satisfaction (and at your own cost, unless your Selected Branch are at fault). You do not have to pay for your Selected Branch's services while they are suspended under this paragraph but this does not affect your obligation to pay for any invoices they have already sent you. If you do not agree to have the Ancillary Works completed, your Selected Branch may either end the contract for services or charge you an additional, reasonable sum to compensate them for any extra work that is required as a result.

4.6 **Your Selected Branch may also suspend supply if you do not pay.** If you do not pay your Selected Branch for any bathroom or kitchen goods or services when you are supposed to, they may suspend supply of those goods and services until you have paid them the outstanding amounts.

4.7 **No removal of waste.** Except where your Selected Branch agree in writing with you otherwise, the services do not include the removal of any waste and you will be responsible for its removal and safe disposal.

4.8 **Contract completion.** The contract will be considered complete once all goods and services have been delivered as detailed in the Order Confirmation and paid for in full.

4.9 **Ownership of intellectual property.** Except where your Selected Branch agree in writing with you otherwise, we or they will own the copyright, design right and all other intellectual property rights in the product of our or their services (and in all goods) and any drafts, drawings or illustrations we or they make for you in connection with the goods and/or services.

5. ESTIMATES, QUOTATIONS AND SURVEYS

A survey is a physical inspection or measurement by one of your Selected Branch's team of your proposed bathroom or kitchen area at your home or other location for your Selected Branch to produce or update a bathroom design plan and/or prepare a quotation for you.

5.1 **Estimates indicative.** If your Selected Branch give you an estimate, this is indicative only of the bathroom or kitchen goods or services contained in it (including quantities and prices) and is not capable of acceptance by you.

5.2 **Quotations and surveys.** In some instances (for example if you ask your Selected Branch to) they may give you a quotation without producing a bathroom or kitchen design plan or carrying out a survey, but they recommend that a survey is carried out to confirm your requirements. If your

Selected Branch carry out a survey, you must bring to their attention anything in your bathroom or kitchen project which affects the bathroom or kitchen goods and/or services which you require.

5.3 Validity of quotations. Your Selected Branch's quotations are only valid for the period specified in the quotation (or if no period is specified, for 14 days from the date of the quotation). If you do not accept a quotation by placing an order within this period, the quotation will become invalid (so you will not then be able to accept it) unless your Selected Branch agree with you otherwise in writing.

5.4 Charges for surveys. Your Selected Branch may, at its discretion, charge you a fee for undertaking an initial survey at your property for your bathroom or kitchen related project. If your Selected Branch are unable to carry out a full inspection during the survey visit agreed with you, they may need to carry out a second survey. Where that second survey is required due to any cause which is not your Selected Branch's fault (for example, because they cannot gain access to your property during the initial survey visit, or if your building works were not complete at that time) then they reserve the right to charge a fee (at their usual rates for this work at the relevant time) for the second survey.

5.5 Updating your quotation following survey. Amendments to your order and/or quotation (including goods, services, prices and/or delivery dates) may be required because of any survey, and where this is the case, your Selected Branch will provide you with a new or updated quotation taking the results of the survey into account. If you do not accept the new or updated quotation, your Selected Branch will cancel your order and you will receive a refund of the price already paid (if any), except for any survey fees and the price of any made-to-measure goods which you have already ordered (unless the goods are faulty or not as described).

5.6 Inaccurate measurements by you. Please make sure any measurements you supply to your Selected Branch are correct and accurate. Unfortunately, they cannot accept the return of any made-to-measure goods if you provided them with incorrect measurements, unless the goods are faulty or not as described, or they failed to exercise reasonable skill and care (for example during any survey provided).

6. BATHROOM AND KITCHEN DESIGN PLANS

A bathroom or kitchen design plan is an electronic design plan created by your Selected Branch for you using their bathroom or kitchen design software either in-branch or remotely to provide you with an estimate or quotation, based on either:

- (a) details obtained by them during a survey; or
- (b) measurements and descriptions provided you.

6.2 Purpose and limitations of a bathroom or kitchen design plan. Where your Selected Branch produce a bathroom or kitchen design plan for you, this is for the sole purpose of providing you with a price estimate or a quotation and is intended for illustration purposes only. That plan is based upon a basic physical inspection or measurement obtained via a survey or is based upon measurements and information you have provided to your Selected Branch, and is not suitable for use for architectural, building or other purposes. Your Selected Branch will not be liable for the accuracy and suitability of the bathroom or kitchen design plan and you should not rely on it. Your Selected Branch recommend that you have a survey, whether carried out by them or a third party, before carrying out any installation work or otherwise relying on the bathroom or kitchen design plan.

6.3 Ownership and use of a bathroom or kitchen design plan. All bathroom and kitchen design plans your Selected Branch produce for you (and all intellectual property rights, including copyright, in the bathroom or kitchen design plan) will be owned by us or your Selected Branch, and you may use them only in connection with an estimate, quotation or order for goods and/or services from your Selected Branch. You are not permitted to use any bathroom or kitchen design plan we or your Selected Branch or any other branch provide in your dealings with other bathroom or kitchen suppliers.

7. ENDING THE CONTRACT

7.1 **Your Selected Branch may end the contract if you break it.** In addition to its rights set out in the Terms, your Selected Branch may end the contract at any time by writing to you if:

- (a) you do not make any payment to your Selected Branch when it is due and you still do not make payment within seven days of them reminding you (using the contact information they have for you) that payment is due;
- (b) you do not, within a reasonable time of your Selected Branch asking for it, provide them with information that they request in writing from you which is necessary for them to provide any bathroom or kitchen goods or services ordered by you;
- (c) you do not, within a reasonable time, allow your Selected Branch to deliver to you the bathroom or kitchen goods ordered by you or you fail collect them from your Selected Branch after being notified they are ready for collection;
- (d) if, despite your Selected Branch's reasonable efforts, due to your fault they are unable to provide the services; or
- (e) if you do not agree to have any necessary Ancillary Works completed.

7.2 **You must compensate your Selected Branch if you break the contract.** If your Selected Branch end the contract for any of the situations set out in paragraph 7.1 of this annex or otherwise for your fault in accordance with the Terms, your Selected Branch will refund any sums paid by you for bathroom or kitchen goods and services not provided, but they may, to the fullest extent permitted by applicable law, deduct from that refund (or, if the amount you have paid in advance is insufficient, charge you and additional sum to cover) reasonable compensation for the net costs they will incur as a result of your breaking the contract. You should note that any bathroom or kitchen goods which are made specifically to your requirements (such as made-to-measure worktops and built units) are unlikely to be capable of resale to anyone else and you will be charged for them if the manufacture of such items has been started (whether they have been delivered or collected by you).

7.3 **Your Selected Branch will not make good your property if they end the contract.** To the fullest extent permitted by applicable law, your Selected Branch will not be responsible for 'making good' any damage or disruption caused to your property prior to cancellation, or for putting the property where the services are to be provided back in the condition it was in prior to them providing the services, unless they have agreed to do so or they have failed to exercise reasonable skill and care. Your Selected Branch will however try to limit the amount of damage and disruption caused to you and your property.

7.4 **Your Selected Branch may withdraw any goods.** Your Selected Branch may write to you to let you know that they are going to stop providing any bathroom or kitchen goods. Your Selected Branch will let you know in advance of them stopping the supply of the relevant goods and will refund any sums you have paid in advance for goods which will not be provided.

8. RESPONSIBILITY FOR LOSS OR DAMAGE SUFFERED BY YOU

8.1 **When your Selected Branch are liable for damage to your property.** If your Selected Branch are providing services in your property, they will make good any damage or faults to the goods supplied and/or your property caused by them while doing so (except where paragraph 7.3 of this annex applies). However, your Selected Branch are not responsible for the cost of repairing any pre-existing faults or damage to your property that they discover while providing the services.

8.2 **What your Selected Branch are not responsible for.** Except where your Selected Branch agree in writing with you otherwise, or except where this is caused by their negligence (or the negligence of any of their sub-contractors), the services do not include, and they shall not be responsible for, the correction of:

- (a) faults or failures in water, electricity, gas, drainage or other services to your property, or relevant connections to your property; or
- (b) accidental or wilful damage or defective works caused by other persons in relation to your property.
- (c) accidental damage to personal belongings and/or items not included as part of the agreed services that you do not remove from the work area prior to the commencement of the agreed services.

9. WARRANTY

9.1 **When your selected branch provide installation.** When your selected branch is providing installation services, they warrant that the services will be performed in a professional manner and in accordance with industry standards. A workmanship guarantee of 24 months will be provided on all installations completed by an approved MKM installer.