

# TERMS AND CONDITIONS

## Terms and Conditions

This disclaimer details our obligations to you regarding our Website - [www.ohikitchens.co.uk](http://www.ohikitchens.co.uk). Please read this disclaimer in full before you use this Website.

Using the Website implies that you accept the terms of this disclaimer. We do occasionally update this disclaimer so please refer back to them in the future.

## PROMOTIONS

### OUR PRICES

All prices displayed on our website and within our literature are based on the offers at the time of publication and are subject to change, and where applicable have had OHI-multibuy discounts applied. OHI-Multibuy offers apply to all ranges of complete kitchen units (comprising carcass, doors and hinges) and does NOT apply to installation, appliances, worktops or accessories purchased with the units. You will save a % off the cost of the units purchased in the offer should you qualify for this offer. Any images are for illustrative purposes unless otherwise stated. The price includes the kitchen cabinets as well as handles (excluding Handleless ranges, end panels, plinths and trims). Installation is not included. Prices are correct at the time of publication. Every kitchen is unique so we always recommend getting your quotation from one of our designated expert designers that tailor each package to you, your needs, your choices. All prices are inclusive of VAT at the percentage at the time of publication.

### FINANCE

Finance is subject to application, financial circumstances and your borrowing history and minimum spend. Finance arranged via Online Home Improvements Ltd who act as the credit broker and not the lender. Online Home Improvements Ltd only offers products from reputable lenders.

#### **0% Interest-Free Credit**

Up to 5 years interest free credit. Minimum spend £3,000 with a £100 deposit. Spend £3,000 for 2 years Interest Free Credit, £6,000 for 3 years Interest Free Credit, £10,000 for 4 years Interest Free Credit and £15,000 for 5 years Interest Free Credit. Subject to application, financial circumstances and borrowing history. Finance offers vary and are subject to change.

**See our website and interest free credit offers for further information**

#### **Special Buy Promotion – Up to 25% Off**

Purchase 5 or more complete units (comprising carcass, doors and hinges) and save 25% off all selected kitchen ranges and colours.

This offer is only valid for use in relation to the designed kitchen and must be ordered before 30th November 2020. Discount cannot be applied retrospectively once an order has been completed. Discount has no cash value nor can it be exchanged for cash or an equivalent. Discount may not be used in conjunction with any other offer unless otherwise stated.

#### **Save 10% off appliances**

Design one kitchen with 6 or more complete units (comprising carcass, doors and hinges) and save 10% off all appliances. This offer is only valid for use in relation to the designed kitchen and must be ordered before 31<sup>st</sup> March 2021. Discount will not be applied retrospectively once an order has been completed and has no cash value nor

can it be exchanged for cash or an equivalent. Discount may not be used in conjunction with any other offer unless otherwise stated.

### **Online and distance selling of goods and services**

**What these terms cover.** These are the terms and conditions on which we supply products to you, whether these are goods or services, via online or distance selling.

**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.

### **Information about us and how to contact us**

**Who we are.** We are Online Home Improvements Limited a company registered in England and Wales. Our company registration number is 12126204 and our registered office is at 11 Rural Cottages, Eaton Constantine, Shrewsbury, Shropshire SY5 6RH. We trade as OHI Kitchens.

**How to contact us.** You can contact us by telephoning our customer service team on 0121 2855802 or by writing to us at Customer Service, Online Home Improvements Ltd, PO Box 2060975 or email [customerservice@onlinehomeimprovements.co.uk](mailto:customerservice@onlinehomeimprovements.co.uk)

**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.

**"Writing" includes emails.** When we use the words "writing" or "written" in these terms, this includes emails.

### **Our contract with you**

**How we will accept your order.** Our acceptance of your order will take place when we call or write or email you to accept it, at which point a contract will come into existence between you and us.

**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 of unexpected limits on our resources which we could not reasonably plan for, 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.

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

**We only sell to the UK (including Guernsey and the Isle of Man).** Our brochure and website is solely for the promotion of our products in the UK. Unfortunately, we do not accept orders from addresses outside the UK.

### **Our products**

**Products may vary slightly from their pictures.** The images of the products on our website and in our brochure are for illustrative purposes only. Although we have made every effort to display the colours accurately, we cannot guarantee that a picture in our brochure or on our website accurately reflects the colour of the products. Your product may vary slightly from those images. Products made from natural materials are likely to have variations of shade and grain. Some materials including woods and painted products will mellow with exposure to sunlight and age, therefore the original appearance and condition will alter subject to these conditions.

**Product packaging may vary.** The packaging of the product may vary from that shown in images on our website or in our brochure.

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

**If you have chosen our installation service through the Protect scheme and BIKBBI:** This service includes a pre-fit survey to ensure or further ensure all plan measurements are correct.

**(b) If you have not chosen our installation service.** You must ensure that your chosen fitter checks that the measurements, the planned layout, quantities and specification of the products are correct before the order is finalised. We cannot accept responsibility for any damage or any failure to comply with relevant gas, water or electricity regulations, caused by installation errors.

#### **Installation service**

**If you have chosen our installation service.** Full details of all work to be undertaken will be provided specifically within the Scope of Installation within the Contract you make with BIKBBI. No additional work will be undertaken without our written agreement, and you will bear the additional cost involved in any additional work. ALL references to installation and all and any work in relation to the installation is solely in the responsibility of the purchaser and BIKBBI. Online Home Improvements and OHI Kitchens take no responsibility for installations.

**Approved installers by BIKBBI:** We will accept no liability whatsoever for any works installation and installation is not within the Contract. The installation is a private arrangement between You and the BIKBBI Installer directly.

**Removal and disposal of materials.** We will only remove and dispose of materials where we have agreed to do so in writing. We cannot guarantee to remove existing installations without some damage to either them or their surroundings. It is your responsibility to remove present facilities unless otherwise agreed. However, we recommend you do not remove them until the goods arrive and a check has been carried out by you to ensure that all component parts of the goods are present. We do not accept liability for any costs, direct or indirect, nor for any inconvenience caused to you because of the early removal of existing facilities.

#### **Your rights to make changes**

If you wish to make a change to the product you have ordered please contact us. We will let you know if the change is possible. If it is possible we will let you know about any changes to the price of the product, 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 the clause, *Your rights to end the contract*).

Our rights to make changes

**Minor changes to the products.** We may change the product:

- (a)** to reflect changes in relevant laws and regulatory requirements; and
- (b)** to implement minor technical adjustments and improvements. These changes will not materially affect the appearance or performance of the product or the quality of the services.

**More significant changes to the products and these terms.** In addition, we may make the more significant changes to these terms or the product, but if we do so we will notify you and you may then contact us to end the contract before the changes take effect and receive a refund for any products paid for but not received.

#### **Providing the products**

**Delivery costs.** The costs of delivery will be as advised to you, over the telephone or advised to you in e email exchanges or set out in the contract or included within the price if stated or required. We provide UK Mainland delivery free of Charge, areas as postcodes within the dlivey section highlight the locations where deliveries are chargeable and will be pointed out to the purchaser at the point of contract.

**When we will provide the products.** During the order process we will let you know when we will provide the products to you.

**(a) If the products are goods.** If the products are goods we will deliver them to you as soon as reasonably possible and in any event we will contact you to agree a delivery date.

**(b) If the products are one-off services.** We will begin the services on the date agreed with you during the order process. The estimated completion date for the services is as advised to you during the order process.

**We are not responsible for delays outside our control.** If our supply 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.

**Delivery by us.** If you have asked us to deliver the products we will deliver the products to the location agreed in writing. You must inform us in advance of any potential delivery/installation problems in respect of restricted access, narrow roads, parking, long drives etc. We cannot accept responsibility for any damage or loss resulting from access problems of which we have no prior knowledge, other than as a result of our negligence.

**Collection by you.** We do not allow for a collection service. All products are via manufacturer delivery and at a pre-agreed time, date and location.

**If you are not at home when the product is delivered.** If no responsible person agreed by you is available at your address to take delivery of the products then we will we will leave you a note informing you of how to rearrange delivery. You will be charged for the costs of re-delivery at the required rate at time of delivery.

**If you do not re-arrange delivery.** If you do not collect the products from us as arranged or 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 additional clauses will apply.

**Your legal rights if we deliver goods late.** You have legal rights if we deliver any goods late. If we miss the delivery deadline for any goods then you may treat the contract as at an end straight away if any of the following apply:

- (a)** we have refused to deliver the goods; or
- (b)** delivery within the delivery deadline was essential (taking into account all the relevant circumstances).

**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.

**When you own goods.** You own a product which is goods once we have received payment in full.

**What will happen if you do not give required information to us.** We may need certain information from you so that we can supply the products to you. If so, this will have been told to you over the telephone, on our website or told to you in the course of email exchanges. We will contact you in writing 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 (additional clauses 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.

**Reasons we may suspend the supply of products to you.** We may have to suspend the supply of a product to:

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

**Your rights if we suspend the supply of products.** We will contact you in advance to tell you we will be suspending supply of the product unless the problem is urgent or an emergency. If we have to suspend the products we may adjust the price so that you do not pay for products while they are suspended. You may contact us to end the contract for a product if we suspend it, or tell you we are going to suspend it, in each case for a period of more than 30 days and we will refund any sums you have paid in advance for the product in respect of the period after you end the contract.

**We may also suspend supply of the products if you do not pay.** If you do not pay us for the products when you are supposed to and you still do not make payment within 7 days of us reminding you that payment is due, we may suspend supply of the products until you have paid us the outstanding amounts. We will contact you to tell you we are suspending supply of the products.

#### **Your rights to end the contract**

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

**(a) If what you have bought is faulty or misdescribed you may have a legal right to end the contract** (or to get the product repaired or replaced or a service re-performed or to get some or all of your money back), **see other clauses**

**(b) If you want to end the contract because of something we have done or have told you we are going to do, see other clauses;**

**(c) If you have just changed your mind about the product, see other clauses.** You may be able to get a refund if you are within the cooling-off period, but this may be subject to deductions and you will have to pay the costs of return of any goods; If a Kitchen has been bespoke built for you, under the contract no refund can be given due to the lack of ability to return the product to the manufacturer

**In all other cases (if we are not at fault and there is no right to change your mind), see other clauses. 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 (e) below the

contract will end immediately and we will refund you in full for any products which have not been provided or manufactured for you and you may also be entitled to compensation. The reasons are:

- (a) we have told you about an upcoming change to the product or these terms which you do not agree to (see clause 2);
- (b) we have told you about an error in the price or description of the product you have ordered and you do not wish to proceed;
- (c) there is a risk that supply of the products may be significantly delayed because of events outside our control;
- (d) we have suspended supply of the products for technical reasons, or notify you we are going to suspend them for technical reasons, in each case for a period of more than 30 days; or
- (e) you have a legal right to end the contract because of something we have done wrong.

**Exercising your right to change your mind (Consumer Contracts Regulations 2013).** For most products bought over the telephone or by exchange of emails you have a legal right to change your mind within 14 days and receive a refund, unless your purchase has been put into production with a delivery date within 30 days of the purchase. In this instance deductions for associated costs will be made prior to refunds given, ensuring that both OHI Kitchens and the manufacturer are not at loss of costs without profits. These rights, under the Consumer Contracts Regulations 2013, are explained in more detail in these terms.

**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) goods which are made to your specifications or are clearly personalised;
- (b) goods which you have used or which we consider to be damaged or non-reusable;
- (c) services, once these or any part of them have been completed, even if the cancellation period is still running;
- (d) products sealed for health protection or hygiene purposes, once these have been unsealed after you receive them; and
- (e) any products which become mixed inseparably with other items after their delivery.

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

**Have you bought goods (for example, furniture)?**, if so you have 14 days after the day you (or someone you nominate) receives the goods, **unless**:

**(i) Your goods are split into several deliveries over different days.** In this case you have until 14 days after the day you (or someone you nominate) receives the last delivery to change your mind about the goods.

**(ii) Your goods are for regular delivery over a set period.** In this case you have until 14 days after the day you (or someone you nominate) receives the first delivery of the goods.

**9.6 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 other clauses), you can still end the contract before it is completed, but you may have to pay us compensation. A contract for goods is completed when the product is delivered, and paid for. If you want to end a contract before it is completed where we are not at fault and you have not changed your mind, just contact us to let us know. The

contract will end immediately and we will refund any sums paid by you for products 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.

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

**Tell us you want to end the contract.** To end the contract with us, please let us know by doing one of the following:

**(a) Phone or email.** Call customer services on 0121 2855802 and or email us at [customerservice@onlinehomeimprovements.co.uk](mailto:customerservice@onlinehomeimprovements.co.uk) Please provide details of what you bought, when you ordered or received it, your name and address and order number.

**(b) By post.** Simply write to us at Customer Care, Online Home Improvements Ltd, 11 Rural Cottages, Eaton Constantine, Shrewsbury, Shropshire, SY5 6RH, including details of what you bought, when you ordered or received it, your name and address and order number.

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

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

(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.

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

**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.

**How we will refund you.** We will refund you the price you paid for the products including delivery costs where applicable, by the method you used for payment. If you purchased the products using finance arranged by us then any refund will in the first instance be made in accordance with the finance arrangement. However, we may make deductions from the price, as described below.

**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) The maximum refund for delivery costs will be the costs of delivery by the least expensive delivery method we offer. For example, if we offer delivery of a product within 3-5 days at one cost but you choose to have the product delivered within 24 hours at a higher cost, then we will only refund what you would have paid for the cheaper delivery option.

(c) 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.

**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 less any expenses incurred.

(b) In all other cases, your refund will be made within 14 days of your telling us you have changed your mind.

### **Our rights to end the contract**

**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:

(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, for example, measurements;

(c) you do not, within a reasonable time, allow us to deliver the products to you.

**You must compensate us if you break the contract.** If we end the contract in the situations set out in other clauses, 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.

**We may withdraw the product.** We may write to you to let you know that we are going to stop providing the product. We will let you know at least 7 days in advance of our stopping the supply of the product and will refund any sums you have paid in advance for products which will not be provided.

### **If there is a problem with the product**

**How to tell us about problems.** If you have any questions or complaints about the product, please contact us. You can telephone our customer service team on 0121 2855802 or write to us at [customerservice@onlinehomeimprovements.co.uk](mailto:customerservice@onlinehomeimprovements.co.uk) or Customer Care, Online Home Improvements Ltd., 11 Rural Cottages, Eaton Constantine, Shrewsbury, Shropshire, SY5 6RH.

**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.

**Your obligation to follow product care advice.** After delivery goods must be stored in a safe and dry place. You must follow any product after care and maintenance advice notified to you by us. Any damage to the goods must be notified to us within 7 days of delivery of the goods.

### **Price and payment**

**Where to find the price for the product.** The price of the product (which includes VAT) will be the price as told to you over the telephone or told to you in the course of email exchanges and will be set out in the contract. We take all reasonable care to ensure that the price of the product advised to you is correct. However please see other clauses for what happens if we discover an error in the price of the product you order. You should be aware that the price for any one product is dependent on the total number, type and price of products to be supplied to you and may change if changes or variations are made to the total number, type and price of the products that are being supplied to you.

**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 in full before the change in the rate of VAT takes effect.



**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 to you, we will contact you for your instructions before we accept your order. If we accept and process your order 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.

**When you must pay and how you must pay.** We will discuss and negotiate your chosen method of payment over the telephone or during the course of email exchanges. When you must pay depends on what product you are buying:

(a) For most **goods**, unless we agree otherwise in writing, we will require a minimum deposit of £100 payable on signature or written agreement of the contract. The balance must be paid at least 14 days prior to any agreed delivery date or prior subject to the agreement made on signing of contract. For the avoidance of doubt orders of £300.00 or less will be payable in full on signature or written agreement of the contract. We reserve the right to change the deposit rules.

(b) For **bespoke products** (being products specifically supplied, designed or made for you – we will require a minimum deposit of £100 payable on signature or written agreement of the contract. The balance must be paid at least 35 days prior to any agreed delivery date and at this point the order cannot be cancelled. We reserve the right to change the deposit rules. Once products have gone into production on your behalf, any and all costs relating to the purchase and production will be required should you wish to cancel the order. Any payments taken must cover this cost and where not, the debt will be required to be paid by the purchaser to Online Home Improvements Ltd.

(c) For **services** the full cost will need to be paid at least 14 days prior to the scheduled delivery date. For all bespoke orders to be paid at least 35 days prior to the scheduled delivery date.

**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.

#### **Our responsibility for loss or damage suffered by you**

**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 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 and put it in writing to us.

**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 as summarised in other clauses; and for defective products under the Consumer Protection Act 1987.

**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. Any damaged items on delivery must be notified to us in writing on arrival and inspection and photographic evidence will require providing.

**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.

#### **How we may use your personal information**

**How we may use your personal information.** We will only use your personal information as set out in our Privacy Policy. You can find our Privacy Policy in our stores or online at [www.onlinehomeimprovements.co.uk](http://www.onlinehomeimprovements.co.uk) and [ohikitchens.co.uk](http://ohikitchens.co.uk)

#### **Other important terms**

**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.

**You need our consent to transfer your rights to someone else (except that you can always transfer our guarantee).** You may only transfer your rights or your obligations under these terms to another person if we agree to this in writing. However, you may transfer our guarantee to a person who has acquired the product or, where the product is services, any item or property in respect of which we have provided the services. We may require the person to whom the guarantee is transferred to provide reasonable evidence that they are now the owner of the relevant item or property. In order for the guarantee to be effective the after-care instructions supplied by us to you must have been followed.

**Nobody else has any rights under this contract (except someone you pass your guarantee on to).** This contract is between you and us. No other person shall have any rights to enforce any of its terms.

**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.

**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.

#### **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.

**Dispute resolution.** In the unlikely event of a dispute that we are unable to resolve within four weeks in accordance with our written dispute handling process, which is available on request, then you may refer the matter to The Furniture Ombudsman, who

can be contacted at: The Furniture Ombudsman, Second Floor, 3 – 4 Viewpoint Office Village, Stevenage, SG1 2EW, Tel 0333 241 3209, email [info@thefurnitureombudsman.org](mailto:info@thefurnitureombudsman.org). We will abide by any decision made by The Furniture Ombudsman.

## **TERMS OF USE** **USE OF WEBSITE**

You are permitted to use our website for your own purposes and to print and download material from this Website provided that you do not modify any content without our consent. Material on this website must not be republished online or offline without our permission.

The copyright and other intellectual property rights in all material on this Website are owned by us or our licensors and must not be reproduced without our prior consent. Subject to other paragraphs, no part of this Website may be reproduced without our prior written permission.

## **VISITOR CONDUCT**

With the exception of personally identifiable information, the use of which is covered under our Privacy Policy, any material you send or post to this Website shall be considered non-proprietary and not confidential. Unless you advise to the contrary we will be free to copy, disclose, distribute, incorporate and otherwise use such material for any and all purposes.

When using this website you shall not post or send to or from this Website any material for which you have not obtained all necessary consents, is discriminatory, obscene, pornographic, defamatory, liable to incite racial hatred, in breach of confidentiality or privacy, which may cause annoyance or inconvenience to others, which encourages or constitutes conduct that would be deemed a criminal offence, give rise to a civil liability, or otherwise is contrary to the law in the United Kingdom;

## **SITE DOWNTIME**

We take all reasonable steps to ensure that this Website is available 24 hours every day, 365 days per year. However, websites do sometimes encounter downtime due to server and, other technical issues. Therefore we will not be liable if this website is unavailable at any time.

## **LINKS TO AND FROM OTHER WEBSITES**

Any links to third party websites located on this Website are provided for your convenience only. We have not reviewed each third party website and have no responsibility for such third party websites or their content. We will also include links to other company websites within the group for your convenience.

If you would like to link to this Website, you may only do so on the basis that you link to, but do not replicate, any page on this Website and you do not in any way imply that we are endorsing any services or products unless this has been specifically agreed with us.

If you choose to link to our website in breach of other Paragraphs you shall fully indemnify us for any loss or damage suffered as a result of your actions.

## **EXCLUSION OF LIABILITY**

We take all reasonable steps to ensure that the information on this Website is correct.

However, we do not guarantee the correctness or completeness of material on this Website. Neither we nor any other party (whether or not involved in producing, maintaining or delivering this Website), shall be liability or responsible for any kind of loss or damage that may result to you or a third party as a result of your or their use of

our website. This exclusion shall include servicing or repair costs and, without limitation, any other direct, indirect or consequential loss.

**LAW AND JURISDICTION**

This Legal Notice shall be governed by and construed in accordance with English law. Any dispute(s) arising in connection with this Legal Notice are subject to the exclusive jurisdiction of England and Wales.

**PRIVACY POLICY**

To view our Privacy Policy please click [here](#).