

## B2C TERMS AND CONDITIONS OF SALE

These business to consumer terms and conditions are split into two sections for ease of understanding. If placing an order for any kitchen furniture including cabinets, doors, panels, worktops then you will need to consult our 'Terms and Conditions of Kitchen Sales' document.

### [Section A](#)

Relating to engineer bookings, specifically but not limited to, appliance engineers, electricians, gas engineers or any field service / engineer work

### [Section B](#)

Relating to the purchasing of kitchens, appliances, spare parts or any other tangible good. Where there is a conflict, the section relating to that purchase will take precedent.

## Section A

Section A; relating to engineer bookings, specifically but not limited to, appliance engineers, electricians, gas engineers or any field service / engineer work.

### Application and entire agreement

1. These Terms and Conditions will apply to booking of an engineer or service call by the buyer (**you**) from Garrett Appliances Limited a company registered in England and Wales under number 8585642 whose registered office is at Unit 1 Sutton Business Park, Restmor Way, Surrey, SM6 7AH (**we** or **us**).
2. These Terms and Conditions will be deemed to have been accepted by you when you make a card payment to secure the booking and will constitute the entire agreement between us and you.
3. These Terms and Conditions apply to the booking of an engineer between us and you, to the exclusion of any other terms that you try to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.

### Interpretation

4. A "business day" means any day other than a Saturday, Sunday or bank holiday.
5. The headings in these Terms and Conditions are for convenience only and will not affect their interpretation.
6. Words imparting the singular number include the plural and vice-versa.

## Appliance Repair Bookings

7. The appliance repair fee is a term we use to describe a fixed cost for a number of services.
8. The services included with the appliance repair fee are:
  - a. the initial call out
  - b. diagnosis, up to one hour
  - c. one return visit to fit spare parts, if required, also capped at a maximum time of one hour
9. Please note: we do not carry out compressor changes or re-gassing on refrigeration appliances; these are deemed beyond economic repair. There is no refund on the repair fee should your appliance require a compressor change or re-gas.
10. If more time is required to complete your repair, we will provide a quotation at the first visit. This is applicable to tub changes and some longer, more complex repairs.
11. Parts are **not included** in our repair fee and will be quoted for separately before fitting them, if required.
12. We will not fit any parts supplied by the customer.
13. Parts are sometimes available online for less than we pay for them; unfortunately our price includes a standard company mark-up.
14. Our repair fee is dependent on the type of appliance; tier 1, 2, 3.
  - a. Refer to our website for up to date pricing.
  - b. We increased our prices on 1<sup>st</sup> January 2021.
15. There is no refund or discount available on the repair fee if the repair is completed in one visit, or if the appliance cannot be repaired for whatever reason.
16. Our appliance repair fee is payable to secure a booking and is non-refundable unless cancelled by midday one or more business days before the scheduled appointment.
17. If cancelled at least one business day before your appointment, we will issue a full refund for the call out charge or repair fee (depending on which engineer has been booked).
18. At certain times we may offer a discount towards a new appliance if we are unable to repair your appliance, or it is deemed beyond economic repair. From 8<sup>th</sup> August 2016 we will offer a discount of £24 off the cost of a new appliance listed on [www.gadirect.co.uk](http://www.gadirect.co.uk) if you have paid a repair fee, but we are unable to repair your appliance or you decided not to go ahead with the repair. You must purchase a new appliance within 30 days of your engineer visit.
19. Appointments are scheduled at the time of booking; it will be a morning, 8:00 till 13:00, or afternoon slot, 12:00 – 17:00.



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- a. We may offer a 1<sup>st</sup> Call appointment where we will endeavour to arrive between 08:00 – 09:00 but timings are subject to booking areas and traffic conditions, which are out of our control.
  - b. No discount or refund will be given for any late appointments
  - c. If we are unable to attend for whatever reason, we will offer to reschedule your appointment or offer a full refund.
20. Missed appointments or failed call outs are charged at £45 + VAT (£54). This will need to be paid on the phone before we will rebook your appointment. Alternatively we will issue a part refund which is calculated by taking the cost of the repair fee and deducting £54.
21. We suggest all customers make their appliance easily accessible before we arrive.
- a. If the appliance has not been removed for our engineer to work on, we will attempt to remove it at your request, but should any damage occur we will not be liable.
22. If the engineer is unable to remove the appliance or unable to work on the appliance, for example if it is in use or is hot due to recent use, you will not receive a refund of the repair fee.
- a. Instead, we will give the option of an additional payment of £54 for us to return on another day to begin the repair process, at which point we would expect you to have removed the appliance ready for the engineer to work on.
  - b. Alternatively if you do not want us to re-attend, we will issue a part refund of the repair fee. This is calculated by taking the cost of the repair fee and deducting £54 to cover the engineer's time.
23. In some cases a two man team is required to repair an appliance; if this is the case we will quote you for the additional costs on the first visit. If you decide not to go ahead, we will issue a part refund of your repair fee, less £54.

### **Cancellation and alteration**

24. You have 14 days to cancel the 'contract' between us, unless your booking occurs within this timescale.
25. If your booking occurs within 14 days you must cancel by midday one or more business days before the scheduled appointment and we will issue a full refund back onto your card.
26. If your booking occurs outside of the 14 days, we will still cancel your appointment for a full refund provided it is cancelled before midday one or more business days before the scheduled appointment.

### **Electrical Engineers, Plumbing and Gas Engineers, all other engineer bookings**

27. The following engineers are charged by time;
- a. Electricians (Electrical Engineers)

- b. Gas Engineers (Plumbers come under this bracket)
  - c. General Maintenance / Handyman
  - d. Roofing Engineer
  - e. Painter and decorator
28. The call out and the first hour's labour is taken in advance to secure a booking, and is non-refundable unless cancelled by midday one or more business days before the scheduled appointment.
29. This booking fee, currently £65 + VAT, covers the engineer's call out and first hours labour on site, after which additional charges apply.
30. After the first hour on site, time is charged in half hour blocks at £32.50 + VAT.
31. If the work requires us to return on another day; the engineer will provide a full quotation for the works. Note that the original fee is not refunded.
32. All of our gas engineers are gas safe registered.
33. All of our electricians are NIC EIC accredited.
34. We may use sub-contractors, so they may not be directly employed by the company, but we have an ongoing relationship with them.
35. We monitor sub-contractors work on a regular basis to ensure high quality of workmanship.
36. We also monitor health and safety very carefully; we are proud members of the Safe Contractor scheme.

## **Communications**

37. All notices under these Terms and Conditions must be in writing and signed by, or on behalf of, the party giving notice (or a duly authorised officer of that party).
38. Notices will be deemed to have been duly given:
- a. when delivered, if delivered by courier or other messenger (including registered mail) during the normal business hours of the recipient;
  - b. when sent, if transmitted by fax or email and a successful transmission report or return receipt is generated;
  - c. on the fifth business day following mailing, if mailed by national ordinary mail; or
  - d. on the tenth business day following mailing, if mailed by airmail.
39. All notices under these Terms and Conditions must be addressed to the most recent address, email address or fax number notified to the other party.



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## Circumstances beyond the control of either party

40. Neither party shall be liable for any failure or delay in performing their obligations where such failure or delay results from any cause that is beyond the reasonable control of that party. Such causes include, but are not limited to: power failure, internet service provider failure, industrial action, civil unrest, fire, flood, storms, earthquakes, acts of terrorism, acts of war, governmental action or any other event that is beyond the control of the party in question.

## No Waiver

41. No waiver by us of any breach of these Terms and Conditions by you shall be considered as a waiver of any subsequent breach of the same or any other provision.

## Severance

42. If one or more of these Terms and Conditions is found to be unlawful, invalid or otherwise unenforceable, that / those provisions shall be deemed severed from the remainder of these Terms and Conditions (which will remain valid and enforceable).

## Law and jurisdiction

43. These Terms and Conditions are governed by and interpreted according to English law. All disputes arising under these Terms and Conditions are subject to the exclusive jurisdiction of the English courts.

# Section B

## Application and entire agreement

1. These Terms and Conditions will apply to the purchase of the goods detailed in our quotation, on the phone or by email (**Goods**) by the buyer (**you**) from Garrett Appliances Limited a company registered in England and Wales under number 8585642 whose registered office is at Unit 1 Sutton Business Park, Restmor Way, Surrey, SM6 7AH (**we** or **us**).
2. These Terms and Conditions will be deemed to have been accepted by you when you accept them or the quotation or from the date of any delivery of the Goods (whichever happens earlier) and will constitute the entire agreement between us and you.
3. These Terms and Conditions and the quotation (together, the Contract) apply to the purchase and sale of any Goods between us and you, to the exclusion of any other terms that you try to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.

## Interpretation

4. A "business day" means any day other than a Saturday, Sunday or bank holiday.



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5. The headings in these Terms and Conditions are for convenience only and will not affect their interpretation.
6. Words imparting the singular number include the plural and vice-versa.

## **Goods**

7. The description of the Goods is set out in our sales documentation, unless expressly changed in our quotation. In accepting the quotation you acknowledge that you have not relied upon any statement, promise or other representations about the Goods by us. Descriptions of the Goods set out in our sales documentation, online, by email or on the phone are intended as a guide only.
8. We can make any changes to the specification of the Goods which are required to conform to any applicable safety or other statutory or regulatory requirements.

## **Price**

9. The price (Price) of the Goods is set out in our quotation current at the date of your order or such other price as we may agree in writing.
10. If the cost of the Goods to us increases due to any factor beyond our control including, but not limited to, material costs, labour costs, alteration of exchange rates or duties, or changes to delivery rates, we can increase the Price prior to delivery.
11. Any increase in the Price under the clause above will only take place after we have told you about it.
12. You may be entitled to discounts. Any and all discounts will be at our discretion.
13. The Price is exclusive of fees for packaging and transportation / delivery.
14. The Price is exclusive of any applicable VAT and other taxes or levies which are imposed or charged by any competent authority.

## **Cancellation and alteration**

15. Details of the Goods as described in the clause above (Goods) and set out in our sales documentation are subject to alteration without notice and are not a contractual offer to sell the Goods which is capable of acceptance.
16. The quotation (including any non-standard price negotiated in accordance with the clause on Price (above) is valid for a period of 15 days only from the date shown in it unless expressly withdrawn by us at an earlier time.
17. Either of us can cancel the order for any reason prior to your acceptance (or rejection) of the quotation.
18. Our kitchens are made to order and therefore cannot be cancelled once we have processed your payment, as this will signal the start of the manufacturing process. This takes precedent of all of

mentions in this document.

19. Any stock door lines may be cancelled after processing your payment, subject to a restocking fee of 35%.
20. If any stock products have been delivered, they must be returned to us at your cost, in their original packaging for any kind of refund.
21. Non-stock items cannot be returned for any reason once we have processed your order or taken payment; whichever is first.
22. Any made to measure doors cannot be cancelled once we have processed your payment, as this will signal the start of the manufacturing process.
- 23.

## **Payment**

24. For non account customers, all payments will be taken in advance by one of the following methods;
  - a. On the phone by credit or debit card subject to our security checks.
  - b. At our premises, by cash, credit or debit card.
  - c. By online transfer, directly into our account.
  - d. Credit cards will incur an additional fee of 1.5% of the original order value.
25. Account customers, we will invoice you for the Price either:
  - a. on or at any time after delivery of the Goods; or
  - b. where the Goods are to be collected by you or where you wrongfully do not take delivery of the Goods, at any time after we have notified you that the Goods are ready for collection or we have tried to deliver them.
26. You must pay the Price within 30 days of the date of our invoice or otherwise according to any credit terms agreed between us.
27. You must make payment even if delivery has not have taken place and / or that the title in the Goods has not passed to you.
28. If you do not pay within the period set out above, we will suspend any further deliveries to you and without limiting any of our other rights or remedies for statutory interest, charge you interest at the rate of 8% per annum above the base rate of the Bank of England from time to time on the amount outstanding until you pay in full. We also reserve the right to charge a late payment fee on all overdue invoices.
29. Time for payment will be of the essence of the Contract between us and you.



30. All payments must be made in British Pounds unless otherwise agreed in writing between us **GARRETT**

31. Both parties must pay all amounts due under these Terms and Conditions in full without any deduction or withholding except as required by law and neither party is entitled to assert any credit, set-off or counterclaim against the other in order to justify withholding payment of any such amount in whole or in part.

## **Delivery**

32. We will arrange for the delivery of the Goods to the address specified in the quotation, or your order or to another location we agree in writing.

33. If you do not specify a delivery address or if we both agree, you must collect the Goods from our premises.

34. Subject to the specific terms of any special delivery service, delivery can take place at any time of the day and must be accepted at any time between 8 am to 8 pm.

35. If you do not take delivery of the Goods we may, at our discretion and without prejudice to any other rights:

- a. store or arrange for the storage of the Goods and will charge you for all associated costs and expenses including, but not limited to, transportation, storage and insurance; and / or
- b. make arrangements for the redelivery of the Goods and will charge you for the costs of such redelivery; and/or
- c. after 10 business days, resell or otherwise dispose of part or all of the Goods and charge you for any shortfall below the price of the Goods.

36. If redelivery is not possible as set out above, you must collect the Goods from our premises and will be notified of this. We can charge you for all associated costs including, but not limited to, storage and insurance.

37. Any dates quoted for delivery are approximate only, and the time of delivery is not of the essence. We will not be liable for any delay in delivery of the Goods that is caused by a circumstance beyond our control or your failure to provide us with adequate delivery instructions or any other instructions that are relevant to the supply of the Goods.

38. We can deliver the Goods by instalments, which will be invoiced and paid for separately. Each instalment is a separate contract. Any delay in delivery or defect in an instalment will not entitle you to cancel any other instalment.

## **Inspection and acceptance of Goods**

39. You must inspect the Goods on delivery or collection.

40. If you identify any damages or shortages, you must inform us in writing within 2 days of delivery, providing details.



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41. Other than by agreement, we will only accept returned Goods if we are satisfied that those Goods are defective and if required, have carried out an inspection.
42. Subject to your compliance with this clause and/or our agreement, you may return the Goods and we will, as appropriate, repair, or replace, or refund the Goods or part of them.
43. We will be under no liability or further obligation in relation to the Goods if:
  - a. if you fail to provide notice as set above; and/or
  - b. you make any further use of such Goods after giving notice under the clause above relating to damages and shortages; and/or
  - c. the defect arises because you did not follow our oral or written instructions about the storage, commissioning, installation, use and maintenance of the Goods; and/or
  - d. the defect arises from normal wear and tear of the Goods; and/or
  - e. the defect arises from misuse or alteration of the Goods, negligence, wilful damage or any other act by you, your employees or agents or any third parties.
44. You bear the risk and cost of returning the Goods.
45. Acceptance of the Goods will be deemed to be upon inspection of them by you and in any event within 1 day after delivery.

### **Risk and title**

46. The risk in the Goods will pass to you on completion of delivery.
47. Title to the Goods will not pass to you until we have received payment in full (in cash or cleared funds) for: (a) the Goods and/or (b) any other goods or services that we have supplied to you in respect of which payment has become due.
48. Until title to the Goods has passed to you, you must (a) hold the Goods on a fiduciary basis as our bailee; and/or (b) store the goods separately and not remove, deface or obscure any identifying mark or packaging on or relating to the Goods; and/or (c) keep the Goods in satisfactory condition and keep them insured against all risks for their full price from the date of delivery.
49. As long as the Goods have not been resold, or irreversibly incorporated into another product, and without limiting any other right or remedy we may have, we can at any time ask you to deliver up the Goods and, if you fail to do so promptly, enter any of your premises or of any third party where the Goods are stored in order to recover them.

### **Termination**

50. We can terminate the sale of Goods under the Contract where:
  - a. you commit a material breach of your obligations under these Terms and Conditions;



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- b. you are or become or, in our reasonable opinion, are about to become the subject of a bankruptcy order or take advantage of any other statutory provision for the relief of insolvent debtors;
- c. you enter into a voluntary arrangement under Part 1 of the Insolvency Act 1986, or any other scheme or arrangement is made with your creditors; or
- d. you convene any meeting of your creditors, enter into voluntary or compulsory liquidation, have a receiver, manager, administrator or administrative receiver appointed in respect of your assets or undertakings or any part thereof, any documents are filed with the court for the appointment of an administrator, notice of intention to appoint an administrator is given by you or any of your directors or by a qualifying floating charge holder (as defined in para. 14 of Schedule B1 of the Insolvency Act 1986), a resolution is passed or petition presented to any court for the winding up of your affairs or for the granting of an administration order, or any proceedings are commenced relating to your insolvency or possible insolvency.

### **Limitation of liability**

- 51. Our liability under the Contract, and in breach of statutory duty, and in tort, misrepresentation or otherwise will be limited to this clause.
- 52. Subject to the clauses above on **Inspection and Acceptance** and **Risk and Title**, all warranties, conditions or other terms implied by statute or common law (save for those implied by Section 12 of the Sale of Goods Act 1979) are excluded to the fullest extent permitted by law.
- 53. If we do not deliver the Goods, our liability is limited, subject to the clause below, to the costs and expenses incurred by you in obtaining replacement goods of similar description and quality in the cheapest market available, less the price of the Goods.
- 54. Our total liability will not, in any circumstances, exceed the total amount of the Price payable by you.
- 55. We will not be liable (whether caused by our employees, agents or otherwise) in connection with the Goods, for:
  - a. any indirect, special or consequential loss, damage, costs, or expenses; and/or
  - b. any loss of profits; loss of anticipated profits; loss of business; loss of data; loss of reputation or goodwill; business interruption; or, other third party claims; and/or
  - c. any failure to perform any of our obligations if such delay or failure is due to any cause beyond our reasonable control; and/or
  - d. any losses caused directly or indirectly by any failure or breach by you in relation to your obligations; and/or
  - e. any loss relating to the choice of the Goods and how they will meet your purpose or the use by you of the Goods supplied.
- 56. The exclusions of liability contained within this clause will not exclude or limit our liability for



death or personal injury caused by our negligence; or for any matter for which it would be illegal for us to exclude or limit our liability; and for fraud or fraudulent misrepresentation.

## **Communications**

57. All notices under these Terms and Conditions must be in writing and signed by, or on behalf of, the party giving notice (or a duly authorised officer of that party).

58. Notices will be deemed to have been duly given:

- a. when delivered, if delivered by courier or other messenger (including registered mail) during the normal business hours of the recipient;
- b. when sent, if transmitted by fax or email and a successful transmission report or return receipt is generated;
- c. on the fifth business day following mailing, if mailed by national ordinary mail; or
- d. on the tenth business day following mailing, if mailed by airmail.

59. All notices under these Terms and Conditions must be addressed to the most recent address, email address or fax number notified to the other party.

## **Circumstances beyond the control of either party**

60. Neither party shall be liable for any failure or delay in performing their obligations where such failure or delay results from any cause that is beyond the reasonable control of that party. Such causes include, but are not limited to: power failure, internet service provider failure, industrial action, civil unrest, fire, flood, storms, earthquakes, acts of terrorism, acts of war, governmental action or any other event that is beyond the control of the party in question.

## **No Waiver**

61. No waiver by us of any breach of these Terms and Conditions by you shall be considered as a waiver of any subsequent breach of the same or any other provision.

## **Severance**

62. If one or more of these Terms and Conditions is found to be unlawful, invalid or otherwise unenforceable, that / those provisions shall be deemed severed from the remainder of these Terms and Conditions (which will remain valid and enforceable).

## **Law and jurisdiction**

63. These Terms and Conditions are governed by and interpreted according to English law. All disputes arising under these Terms and Conditions are subject to the exclusive jurisdiction of the English courts.