



## **General Consumer Terms & Conditions**

## Contents

1.	Introduction	2
2.	Information we give you	2
3.	Your privacy and personal information	3
4.	Quotation and ordering process	4
1.	Payment	5
5.	Your legal right to change your mind (subject to cancellation exclusions)	6
6.	Effects of cancellation (subject to cancellation exclusions)	7
1.	When you can't change your mind (Return Exclusions)	8
2.	Delivery	8
7.	Nature of the goods	9
8.	Faulty goods	9
9.	End of the contract	10
10.	Limitation on our liability	10
11.	No third party rights	11
12.	Transfer of rights	11
13.	Disputes	11
14.	Other important terms	11

**Please read the following terms and conditions before you order any product and/or services from us. Carefully check that they contain everything you want and nothing that you are not willing to agree to, as this contract sets out important information about your and our rights and obligations.**

This contract sets out:

- your legal rights and responsibilities;
- our legal rights and responsibilities; and
- certain key information required by law.

In this contract:

- 'we', 'us' or 'our' means Daia Limited; and
- 'you' or 'your' means the person buying goods from us.

If you have any questions about this contract or any orders you have placed, please speak with us in store or contact us by:

- sending an email to [orders@daia.uk](mailto:orders@daia.uk); or
- calling us on 020 3633 3309 (our telephone lines are open Tuesday to Saturday: 9 am to 5 pm).

### **Do you need extra help?**

If you would like this contract in another format (for example: audio, large print, braille) please contact us using the contact details at the top of this contract.

### **Who are we?**

We are Daia Limited (trading as Daia Kitchens, a company registered in England and Wales under company number: 10229651.

Our registered office is at: Unit 2 Banbury Park, 152 Billet Road, London, England, E17 5DL.

You can find everything you need to know about us, and our products on our website, in our catalogue, or from our sales staff before you order.

## 1. Introduction

- 1.1. If you buy goods from us you agree to be legally bound by this contract. If you do not agree with any of the terms in this contract, you will not be allowed to buy any goods from us.
- 1.2. These terms and conditions apply only if you are buying goods from us as a consumer (ie for purposes outside of your business, craft or profession). If you are buying goods from us in the course of business, our business terms and conditions apply to such purchases. For a copy of such terms, please speak to us using the contact details at the top of this contract.
- 1.3. This contract is only available in English. No other languages will apply to this contract.
- 1.4. When buying any goods from us you also agree to be legally bound by:
  - 1.4.1. extra terms which may add to, or replace some of, this contract. This may happen due to eg, legal reasons, special orders, requests outside the scope of this contract or if we refer you to an independent contractor. We will contact you to let you know if we intend to do this by giving you one month notice; and
  - 1.4.2. specific terms which apply to certain goods and/or order.

All of the above documents form part of this contract as though set out in full here.

## 2. Information we give you

- 2.1. By law, the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 say that we must give you certain key information before a legally binding contract between you and us is made (see the summary box below).

*We will give you information on:*

*the main characteristics of the goods you want to buy*

*who we are, where we are based and how you can contact us*

*the total price of the goods including any taxes (or where this cannot reasonably be worked out in advance, the manner in which we will work out the price)*

*all additional delivery charges (or where this cannot reasonably be worked out in advance, the fact that such additional charges may be payable)*

*the arrangements for payment, delivery, performance, and the time by which we will deliver the goods*

*our complaint handling policy*

*the fact that we are under a legal duty to supply goods that are in conformity with the contract*

*our after-sales services*

*our commercial guarantees*

*how long the contract is for and how to end it.*

1.1.

1.2. We will give you this information in a clear and understandable way. Typically, we will do this either in store or by email before we accept your order. Some of this information is likely to be obvious from the context. Some of this information is also set out in this contract, such as information on **when you lost cancellation rights** (see clause 8).

1.3. The key information we give you by law forms part of this contract (as though it is set out in full here).

1.4. We may make changes to these terms at any time. However, the terms which apply to your order will be those in force at the time you submitted your order to us.

1.5. If we have to change any key information once a legally binding contract between you and us is made, we can only do this if you agree to it.

1.6. Please print out or save a copy of these terms and any emails from us for your records, as we will not save or file a copy for you. These terms are only available in English.

### **3. Your privacy and personal information**

3.1. Our Privacy Policy is attached to this contract and available at [www.daiakitchenslondon.co.uk](http://www.daiakitchenslondon.co.uk)

1.1. Your privacy and personal information are important to us. Any personal information that you provide to us will be dealt with in line with our Privacy Policy, which explains what personal information we collect from you, how and why we collect, store, use and share such information, your rights in relation to your personal information and how to contact us and supervisory authorities if you have a query or complaint about the use of your personal information.

### **4. Quotation and ordering process**

1.1. Below, we set out how a legally binding contract between you and us is made.

1.2. We shall arrange an appointment with you to take measurements and prepare a quotation. It is your responsibility to inform us if there is a change to your property after we have taken the measurements.

1.3. Before our representative attend your property, you agree to make sure that the property will be free from all obstructions and hazards, and our representative will be able to complete all measurements without any delay.

- 1.4. Any damage to the property allegedly caused by our representative must be immediately notified to our representative before (s)he leaves your property. We will not be liable for any alleged damage caused to your property if not notified in accordance with this clause 4.3.
- 1.5. Unless otherwise stated, we will send you a quotation within 5 working days of visiting your property or inviting you to our showroom (if applicable) to review the quotation in detail and decide whether or not to purchase the goods and/or services.
- 1.6. Any quotation given by us before you make an order for goods and/or services is not a binding offer by us to supply such goods and/or services.
- 1.7. If you decide to proceed with the order, you will need to sign an order form.
- 1.8. Please read and check your order carefully before submitting it. If we're making or supplying the product to measurements you provide, you're responsible for making sure those measurements are correct. Find information and tips on how to measure in our brochure or contact us using the the contact details at the top of this contract.
- 1.9. Your order is an offer to buy goods and/or services from us on these terms and when you decide to place an order, this is when you offer to buy such goods or services from us.
- 1.10. When you place your order with us, we will acknowledge it in store or by email. This acknowledgement does not, however, mean that your order has been accepted by us.
- 1.11. We may contact you to say that we do not accept your order. We have the right to reject any order for any reason but this is typically for the following reasons:
  - 1.11.1. the products are unavailable;
  - 1.11.2. we cannot authorise your payment;
  - 1.11.3. there has been a mistake on the pricing or description of the goods; or
  - 1.11.4. other reasons as applicable to individual orders such as if you are not allowed to buy the goods from us due to legal restrictions.
- 1.12. When this happens, we let you know as soon as possible and refund any sums you have paid.
- 1.13. We will only accept your order when we confirm this by issuing an **Order Confirmation** in store or by email. At this point:
  - 1.13.1. a legally binding contract will be in place between you and us; and
  - 1.13.2. we will dispatch the goods to you or deliver is as pre-agreed.
- 1.14. Unless otherwise agreed in writing, each party acknowledges that these terms and conditions, together with the latest quotation we provided you and your final order form,

constitute the entire agreement between you and us and supersedes all previous agreements, understandings, arrangements, and other terms appearing in our whether in writing or oral, in respect of its subject matter.

- 1.15. Fitting (other than Dry Fitting), plumbing, tiling, electrical and building works are not included in the Contract and must be separately agreed.
- 1.16. If you are under the age of 18 you may not buy any goods from us. You may not be able to buy certain goods because you are too young.

## **1. Payment**

- 1.1. The price charged will be that price indicated on the Order Form or the Order Confirmation issued by us for the Goods and will be subject to Value Added Tax and any other applicable Government duty or tax at the rate on the date of the Confirmation of Order.
- 1.2. Unless otherwise marked on the Order Form or Confirmation of Order, the Price shall include Dry Fitting of cabinets and appliances only.
- 1.3. Except as expressly set out in this agreement, you must pay all sums that it owes to us under this Agreement free and clear without any set-off, counterclaim, deduction or withholding of any kind, save as may be required by law.
- 1.4. All other work required to place the Goods in "working order" is the responsibility of the Customer. The Company is able to recommend an installer to complete any additional works to place the Goods in working order, but the Customer is under no obligation to use the installer recommended by the Company. The Company shall, in any event, not be a party to any contract between the Customer and any installer, and the Company shall in no way be liable for any of the work performed by the installer, whether recommended by the Company or otherwise.
- 1.5. Payments can be made to the account set out on the Order Form. We accept bank transfer and the credit cards and debit cards listed on the Order Form. We do not accept cash or cheques.
- 1.6. All prices are in pounds sterling (£)(GBP) and include VAT at the applicable rate, but exclude delivery charges. For information on delivery options and costs, speak to us.
- 1.7. No deviation from an agreed payment terms is permissible without express permission of the Company. If you delay your delivery, the payment will still be due, unless otherwise agreed in writing by a director of the Company. The Company reserves the right to charge interest on any outstanding or overdue payments at 4% above the current Bank of England base rate, which will be calculated on a daily basis. In the event of late or non-payment and without affecting any other rights or remedies of the Company, the Company shall be entitled to either suspend delivery of the Goods and the installation without notice and charge interest until all amounts owing (including accrued interest) have been paid in full or terminate the contract by notice to you in writing.
- 1.8. The Company shall not be bound to give up possession of the Goods until we receive payment in full of all sums due under the Contract. If the Company allows provisional

credit in respect of any part of the Goods, it shall be without prejudice to its right to refuse to give up possession of any other part of the Goods except against payment.

- 1.9. We will do all that we reasonably can to ensure that all of the information you give us when paying for the goods is secure by using an encrypted secure payment mechanism. However, in the absence of negligence on our part, any failure by us to comply with this contract or our Privacy Policy or breach by us of our duties under applicable laws, we 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.

## **5. Your legal right to change your mind (subject to cancellation exclusions)**

- 1.17. For some of our products, you have a legal right to change your mind about your purchase and receive a refund of what you paid for it. **However, in certain circumstances you may not have or lose the right to cancel an order. This is further explained in clause 8 below.**
- 1.18. Subject to clause 8, you have the right to cancel this contract within 14 days without giving any reason.
- 1.19. Where applicable, the cancellation period will expire after 14 days from the day on which you acquire, or a third party other than the carrier and indicated by you acquires, physical possession of the goods or the last lot or piece of the goods.
- 1.20. To exercise the right to cancel or change your mind, you must inform us of your decision to cancel this contract by a clear statement (eg a letter sent by post or email) using the contact details at the top of this contract. You may use the model cancellation form available here [*insert link to model cancellation form*], but it is not obligatory.
- 1.21. To meet the cancellation deadline, it is sufficient for you to send your communication concerning your exercise of the right to cancel before the cancellation period has expired.

## **2. Effects of cancellation (subject to cancellation exclusions)**

- 2.1. Subject to clause 8, If you cancel this contract, we will reimburse you all payments received from you, including the costs of delivery (except for the supplementary costs arising if you chose a type of delivery other than the least expensive type of standard delivery offered by us).
- 2.2. If your order is eligible for return, you will bear the direct cost of returning the goods to us unless otherwise stated or if the item is faulty.
- 2.3. Where applicable, products must be returned to us in a new and unused condition and, to the extent possible, in their original packaging.
- 2.4. We may make a deduction from the refund amount, if you have handled the product in a way that has diminished the value of the product or any goods supplied, if such handling was beyond what is necessary to establish the nature, characteristics and functioning of the products. You are responsible for the products while they are in your possession.



- 2.5. We will make the reimbursement without undue delay, and not later than:
  - 1.1.1. 14 days after the day we received back from you any goods supplied; or
  - 1.1.2. (if earlier) 14 days after the day you provide evidence that you have returned the goods; or
  - 1.1.3. if there were no goods supplied, 14 days after the day on which we are informed about your decision to cancel this contract.
- 1.2. We will make the reimbursement using the same means of payment as you used for the initial transaction, unless you have expressly agreed otherwise; in any event, you will not incur any fees as a result of the reimbursement.
- 1.3. We may withhold reimbursement until we have received the goods back or you have supplied evidence of having sent back the goods, whichever is the earliest.
- 1.4. If you have received goods:
  - 1.4.1. you shall send back the goods or hand them over to us, *where applicable*, without undue delay and in any event not later than 14 days from the day on which you communicate your cancellation from this contract to us. The deadline is met if you send back the goods before the period of 14 days has expired;
  - 1.4.2. you will have to bear the direct cost of returning the goods to us; and
  - 1.4.3. you are only liable for any diminished value of the goods resulting from the handling other than what is necessary to establish the nature, characteristics and functioning of the goods.

## **YOUR ATTENTION IS PARTICULARLY DRAWN TO THIS CLAUSE 8**

### **1. When you can't change your mind (Return Exclusions)**

- 1.1. You can't change your mind or cancel an order for:
  - 1.1.1. services, once these have been completed;
  - 1.1.2. products that are sealed for protection, e.g once these have been unsealed after you receive them;
  - 1.1.3. goods that are specially ordered, made to your specifications or are clearly personalised or bespoke; and
  - 1.1.4. goods which become mixed inseparably with other items after their delivery.

## **2. Delivery**

- 2.1. If we need to deliver goods to you or you ask that we do so, we will let you know the service provider to ensure you receive the goods on time. Information on delivery options and costs will be provided to you before you place your order. You will be able to choose your preferred delivery option when you place your order.
  - 1.1. We will let you know in store or in the Confirmation Email (see clause 4.7) the estimated date and time window for delivery of the goods.
  - 1.2. If something happens which is outside of our control and affects the estimated date of delivery, we will provide you with a revised estimated date for delivery.
    - 1.1. Delivery will take place at the address specified by you when you placed your order with us.
  - 1.3. We cannot deliver the goods if we are unable to properly identify you. Please provide our driver with a form of ID (passport or photocard driving licence).
  - 1.4. Unless you and we agree otherwise, if we cannot deliver your goods within 120 days of the date of your Confirmation Email, we will:
    - 1.4.4. let you know;
    - 1.4.5. cancel your order; and
    - 1.4.6. give you a refund.
  - 1.5. If nobody is available to take delivery, please contact us using the contact details at the top of this contract.
  - 1.6. We may deliver your goods in instalments. We will let you know by email if your goods may be delivered in this way.
  - 1.7. We may charge you additional sums if you failed to take delivery or you don't give us information we've asked for about how we can access your property for delivery, installation or to provide services or if you don't do preparatory work for installation, as agreed with us. For example, we might need to re-deliver on another vehicle or with extra manpower, reschedule services.
  - 1.8. You are advised to examine the Goods properly on collection from our premises or on delivery to your premises. Any Goods incomplete or damaged or not in accordance with the Contract must be referred to the Company. The delivery drivers are instructed not to accept delivery notes marked "unexamined". You shall be deemed to have accepted the Goods if a written complaint is not delivered to us within 7 days of delivery detailing the alleged defect.
  - 1.8. You are responsible for the goods once they have been delivered to the address specified by you when you placed your order with us. In other words, the risk in the goods passes to you when you take, or a third party notified by you takes, possession of the goods.

- 1.9. In the event that the Customer cancels or delays any agreed start date for the fitting or installation of any items comprised in the Goods for any reason without first giving at least 10 working day's notice of such cancellation and delay and any proposed new start date for such fitting out or installation the Company reserves the right to make a rescheduling charge to cover any losses or expenses the Company may thereby incur.

## **6. Nature of the goods**

- 2.6. The Consumer Rights Act 2015 gives you certain legal rights (also known as 'statutory rights'). The goods that we provide to you must be as described, fit for purpose and of satisfactory quality.
- 2.7. We are under a legal duty to supply you with goods that are in conformity with this contract.
- 2.8. The packaging of the goods may be different from that shown in store. A product's true colour or packaging may not exactly match that shown in our showroom, on your device or in our marketing materials.
- 1.1. While we try to make sure that all weights, sizes and measurements set out on our website or in store are as accurate as possible, there may be a small tolerance of up to 2% in such weights, sizes and measurements as most of our products are handmade.

## **7. Faulty goods**

- 1.2. We honour our legal duty to provide you with products that are as described to you and that meet the requirements imposed by law.
- 1.3. For more detailed information on your rights and what you should expect from us, please:
- 1.3.1. speak with us in store and ask for our information sheet: *Our promises to you if things go wrong*;
  - 1.3.2. visit our website: [www.daia.uk](http://www.daia.uk);
  - 1.3.3. contact us using the contact details at the top of this contract; or
  - 1.3.4. visit the Citizens Advice website [www.citizensadvice.org.uk](http://www.citizensadvice.org.uk) or call 0808 223 1133.
- 1.4. Your legal rights are summarised below subject to certain exceptions:
- 1.1.1. If your product is goods, the Consumer Rights Act 2015 says goods must be as described, fit for purpose and of satisfactory quality. During the expected lifespan of your product your legal rights entitle you to the following:
    - (a) Up to 30 days: if your goods are faulty, then you can get a refund.
    - (b) Up to six months: if your goods can't be repaired or replaced, then you're entitled to a full refund, in most cases.
    - (c) Up to six years: if your goods do not last a reasonable length of time you may be entitled to some money back.

- 1.5. Nothing in this contract affects your legal rights under the Consumer Rights Act 2015 (also known as 'statutory rights'). Remember that you have several options for resolving disputes with us.
- 1.6. If your goods are faulty, please contact us as soon as reasonably possible using the contact details at the top of this contract.
- 1.7. In all cases where you notified us of defects or shortages, we are not liable for such defects or shortages, unless you allow an opportunity to inspect the Goods before you use or make any alteration or modification. You are responsible for the goods while they are in your possession.

## **2. End of the contract**

If this contract is ended it will not affect our right to receive any money which you owe to us under this contract.

## **8. Limitation on our liability**

- 2.9. Except for any legal responsibility that we cannot exclude in law (such as for death or personal injury) or arising under applicable laws relating to the protection of your personal information, we are not legally responsible for any:
  - 2.9.1. losses that were not foreseeable to you and us when the contract was formed;
  - 2.9.2. losses that were not caused by any breach on our part;
  - 2.9.3. business losses; or
  - 2.9.4. losses to non-consumers.

## **9. No third party rights**

No one other than us or you has any right to enforce any term of this contract. However, if a person acquires the goods lawfully from you, you may transfer our guarantee to that person. This also applies where we have provided services in respect of an item you have transferred.

## **10. Transfer of rights**

- 10.1. You are not allowed to transfer your rights under these terms to anyone without our prior written consent.
- 10.2. We may transfer our rights under these terms to another business without your consent, but we will notify you of the transfer and make sure that your rights are not adversely affected as a result.

## 11. Disputes

- 11.1. We will try to resolve any disputes with you quickly and efficiently. If you are unhappy with the goods you purchased, our service to you or any other matter, please contact us as soon as possible using the contact details set out at the top of this contract.
- 11.2. Our **Complaint Handling Policy** can be accessed on our website at [www.daiakitchenslondon.co.uk](http://www.daiakitchenslondon.co.uk) or in store.
- 11.3. If a dispute cannot be resolved in accordance with our Complaint Handling Policy or you are unhappy with the outcome, you may want to use alternative dispute resolution (ADR). ADR is a process for resolving disputes between you and us that does not involve going to court.
- 11.4. If you do not wish to use ADR or are unhappy with the outcome of ADR, you can still bring court proceedings.
- 1.6. The laws of England and Wales apply to this contract, although if you are resident elsewhere you will retain the benefit of any mandatory protections given to you by the laws of that country.
- 1.2. Any disputes will be subject to the non-exclusive jurisdiction of the courts of England and Wales. This means that you can choose whether to bring a claim in the courts of England and Wales or in the courts of another part of the UK in which you live.

## 2. Other important terms

- 2.1. If any provision of these terms (or part of any provision) is or becomes illegal, invalid or unenforceable, the legality, validity and enforceability of any other provision of these terms will not be affected.
- 2.2. If you breach these terms and we take no action, we will still be entitled to use our rights and remedies in any other situation where you breach these terms.

Signed by <i>[insert your name or other authorised signatory]</i> for and on behalf of Daia Ltd	..... <i>[signature of director or other authorised signatory]</i> <b>[Director OR Authorised signatory]</b>
Signed by <i>[insert name of individual]</i>	..... <i>[signature of individual]</i>