



## General Terms & Conditions for the supply of goods and services.

**ABOUT US:** We are MG Bathrooms and Kitchens Ltd registered in England 06110061. VAT No. 481166585. Registered office: 408-412 Buxton Road, Great Moor, SK2 7BY. (herein “we” or the “company”). Directors Malcolm Gosnay, David Taylor, Sam Taylor, Helen Whittaker.

We have tried to keep our Terms & Conditions as simple as possible. We rely on trusting relationships with our customers and our suppliers, and our aim is to provide the best experience possible for “You”, the ‘Customer’, with whom ‘We’, “The Company”, make this agreement, together as ‘The Parties’.

**‘SUPPLY ONLY’:** We will take all reasonable steps to avoid any loss, damage or destruction of the Goods supplied to the customer. Following safe delivery and receipt of cleared payment in full, the customer will own title to the Goods. Faulty or damaged Goods provided on a supply-only basis can only be returned unused in the original packaging within 5 working days from the date of delivery. We will exchange the product or provide a full refund. We reserve the right to inspect all returned products prior to agreeing to any part-refund, full refund or product exchange.

**‘SUPPLY ONLY’ CAD DESIGNS and TILES:** Cad designs are provided for guidance only and we cannot be held responsible for exact measurements, which are the responsibility of the customer and bathroom/kitchen fitter. Determining and checking the final tile measurements and the quantity of tiles to be ordered is the responsibility of the customer and the tile fitter. We cannot guarantee that we will be able to re-order the same batch of tiles in the event of a shortfall and cannot refund you for any over-ordering.

**DELIVERY:** Delivery within a 10-mile radius of MG Bathroom and Kitchens Ltd showroom at Great Moor is free of charge for orders over £250. We reserve the right to make a charge for delivery beyond this distance and will agree costs beforehand. Delivery will be made during a normal working day Monday to Friday, excluding bank Holidays and delivery times will be approximate. We will make every endeavor to deliver within reasonable and quoted approximate timescales. However, delivery dates will always be subject to change by suppliers, and we cannot be held responsible for any consequences of changed dates/times.

**QUOTES:** Quotes for Goods and labour provided by, or on behalf of, the company are valid for 2 months from the date shown, although in some circumstances may be subject to potential price increases which would be confirmed at the time of order. Prices and timescales are not binding, although we will make every effort to achieve what we outline. The order is binding once the customer pays a non-refundable deposit, which is taken as acceptance of our Terms and Conditions.



**CAD Designs:** Remain the property of The Company, are for illustrative purposes only and cannot be used as accurate measurements until surveyed by our installation team/Subcontractor. Upon acceptance of the design, we will carry out a technical site survey and confirm any changes that might be needed to complete the delivery of the plan. This may include (but is not limited to) adaptations to your existing cold and hot water supplies or electrical supplies during and after installation services. We will inform you of any such adaptations and you understand and agree that additional charges may be necessary, based on a revised quote.

**INSTALLATION AND PROJECT DELIVERY DATES:** We will do all we reasonably can to meet any dates agreed for delivery of goods and installation. There may be unforeseen circumstances which affect timescales (such as, but not limited to, supplier delays, dependencies on other stages of the project, human error, and other factors outside of our reasonable control) however we will endeavor to mitigate these where possible. If necessary, we will contact customers as soon as possible to discuss and agree alternatives, however we do reserve the right to alter installation dates after payments have taken place. We cannot be held responsible for any loss or damage suffered, howsoever caused, including any costs a customer may incur because of project timescales being longer than initially indicated.

**RIGHT to SUB-CONTRACT:** We are entitled to sub-contract all or any part of the work. In practice we enjoy longstanding relationships with all our subcontractors who are chosen with care. All work, whether undertaken in-house or via our sub-contractors, are ultimately project managed by MG Bathrooms and Kitchens; this might include on-site resources or may be managed through close contact between our management office and those that are on-site undertaking the project.

**PAYMENTS:** All prices include VAT at the prevailing rate in British pounds. We require:

- a £200 initial and non-refundable deposit to book a provisional installation date;
- a payment of 50% of the total job cost on confirmation of order of fixtures and fittings.
- a minimum payment of 35% of the total job cost within 3 days of the commencement of installation; and,
- the remaining balance within 3 days of completion – payment of which indicates satisfaction with the work, services, and products. Any issues should be identified in writing at this point and both parties agree to cooperate in good faith to resolve any issues within 14 days.

We understand that there are exceptional circumstances where payment cannot be paid within these time periods, so we aim to be flexible where possible. However, failure to make payment may mean that we cannot proceed with a job, and we also reserve the right to



charge interest on outstanding balances at a rate of 3% per annum above the base-lending rate of the Bank of England or the maximum rate allowed by law.

**CANCELLATION:** Once fixtures and fittings have been ordered the customer enters a binding contract with us and payments are non-refundable. If a request to cancel all, or part of, a project is received after work has commenced, we reserve the right to charge for the work undertaken at that point and for any fixtures or fittings already ordered.

**RETURN OF GOODS:** Goods returned due to a change of mind will be subject to a handling charge of up to a maximum of 20% for standard items, which will be deducted before any refund is provided to the customer. Special orders and bespoke goods/materials including but not limited to, Kitchen and Bathroom furniture, shower glass, worktops, will need to be paid for in full.

**WARRANTY:** We provide a 12-month guarantee to cover workmanship and installation defects. This is in addition to Manufacturer's warranty on the goods (and runs concurrently). In relation to goods and products which we are providing, if accidental damage occurs or items are faulty, we will arrange repair and replacement provided that these issues are reported during installation or at completion when the customer signs-off the completion of the project. This warranty shall not apply if the Goods are not used in accordance with manufacturers intended use and instructions or if Goods and/or Services have been modified or installed by anyone other than MG Bathrooms and Kitchens Ltd. Liability of MG Bathrooms and Kitchens Ltd (including its suppliers) for a breach of the above warranty shall be limited to repair or replacement of such Goods and the Company will have no liability for any associated installation or remedial repairs or costs.

**LIABILITY FOR EXISTING GOODS:** We cannot accept any liability for products not originally provided by or installed by, or on behalf of, the company, including any items required to be removed and refitted or any items remaining whilst installation takes place. We will exercise every care, however, cannot be held responsible for damage on removal or refitting.

**CUSTOMER OBLIGATIONS:** We ask customers to help us by arranging uninterrupted access to the property at dates/times agreed and by supplying such information as reasonably requested. The customer will also obtain any necessary permissions, licenses and consents. If you are providing tiles or any other goods you will be held responsible for the timely delivery, quantities and quality of such tiles. Unless otherwise agreed, you consent to the company displaying an advertising board at your property for the duration of the installation services. Prior to commencement of a delivery or an installation you agree to make all reasonable efforts to clear space for the Goods to be stored and /or for the skip to be placed. Please notify us at least 2 weeks before installation if you have any special requirements for skip placement. Skips are for the use of MG Bathrooms and Kitchens for the duration of the



project. We reserve the right to charge for extra skip or waste removal if customers fill the skip with their own rubbish.

**OUR OBLIGATIONS:** We will manage and perform the installation with reasonable skill and care and accept responsibility for the standard of workmanship and condition of tools and equipment. We have appropriate Commercial and Public Liability insurance. Bathroom and Kitchen installations involve considerable de-construction and re-construction and whilst we take the best care possible to contain all construction products and debris (including but not limited to dust, wood shavings and sawdust, tile cuttings, soot, plaster, grout, adhesives) and avoid any damage to customer property, we cannot be held responsible for damage caused to any fixtures, furnishings, or surfaces that could have been reasonably removed or covered ahead of us transporting tools and materials through and around the property – it is the customer's responsibility to move or cover any such items.

We will take all reasonable actions to leave the work area clean and tidy once the job is completed but we cannot accept liability or costs for any additional cleaning that the customer requires. Likewise, we do not accept liability for general wear-and-tear or for costs incurred by the customer if the job completion date is different from that initially indicated.

**DECORATION:** Unless otherwise agreed in writing, we will not be responsible for the removal of any wallpaper, decorating or refitting of carpets or other flooring. Our services do not include Decoration. If we carry out plastering the walls will be left ready for your final preparation to decorate. You may be required to fill in or rub down plaster on walls or ceilings and these are not covered in our warranty against cracks appearing due to drying out or structural movement.

**ADDITIONAL WORK & 'EXTRAS':** Please ensure that all work required is included in the quotation as this is the work that will be carried out. We can adjust and re-quote to meet exact requirements, however any additional works or amendments to the scope of the work required after the commencement of the installation will be quoted for and may result in a change to the quoted price.

**GOVERNING LAW & JURISDICTION:** These Terms and Conditions shall be governed by and construed exclusively in accordance with the law of England and relates to the supply of hardware and accessories (the "Goods" or "Fixtures and Fittings") and any services concerning the installation of the Goods (the "Services").

**DATA PROTECTION:** We respect your privacy and comply with the Data Protection Act 1998. We will not disclose or pass on personal details of customers to any third party. We would like to take and use photographs of completed projects for marketing purposes – please inform us if you would prefer that this doesn't happen.

*mg* BATHROOMS & KITCHENS



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