INTERIOR DESIGN, FITTING AND SUPPLY SERVICES TERMS AND CONDITIONS (

BACKGROUND:

These Terms and Conditions are the standard terms which apply to the provision by Kobb Interiors Ltd ("the Supplier") of Interior design or fitting or supply services to customers who require any such services to be provided at their home. These Terms and Conditions apply where the customer is a "Consumer" as defined below.

1. Definitions and Interpretation

1.1 In these Terms and Conditions, unless the context otherwise requires, the following expressions have the following meanings:

- "Agreement" means the formal agreement between You and Us in the form attached as Schedule 4 which will incorporate and be subject to these Terms and Conditions;
- "Agreed Times" means the times which You and We agree for Us to have access to the Property to carry out and complete the Services [as specified in the Agreement];
- "Business" means any business, trade, craft or profession carried on by You or any other person/organization;
- "Consumer" means a "consumer" as defined by the Consumer Rights Act 2015, and in relation to these Terms and Conditions means an individual customer of the Supplier who receives any Services for their personal use and for purposes wholly or mainly outside the purposes of any Business;
- "Design Services" means the details of Interior design services to be provided as set out in an attachment to the Agreement;
- "Design Terms and Conditions" means the terms set out in Schedule 1 that will apply in addition to those set out in Clauses 1- [21] where We are to provide Design Services;
- "Fitting Services" means the details of Furniture fitting services to be provided as set out in an attachment to the Agreement;
- "Fitting Terms and Conditions" means the terms set out in Schedule 2 that will apply in addition to those set out in Clauses 1- [21] where We are to provide Fitting Services;
- "Inseparably Mixed Goods" means Products that have become mixed inseparably (according to their nature) with other Products or other items after delivery;
- "Area of work" means the location (at the Property) which is the subject of the Services;
- "Model Cancellation Form" means the model cancellation form attached as Schedule 5;

- "Order" means Your initial request for Us to provide a Quotation for any of the Services;
- "Our Premises" means Our "business premises" as that expression is defined in the Regulations;
- "Personalized Goods" means Products that are made to Your specifications or are clearly personalized;
- "Price" means the total sum (as shown on invoices issued in accordance with Clause 6 of these Terms and Conditions) that You must pay for the Services under the Agreement;
- "Price for the Products" means, the price We charge You for the Products that We use when We provide any Supply Services, being part or all of the Price payable for Supply Services;
- "Products" means the products, materials and other items We supply which are required for Supply Services as such items are specified in the Agreement;
- "Project" means the project (if any) within which We will be providing the Services to You, and the project may include supply or products, materials, work, or services (including design) additional to any Services We are to provide;
- "Property" means Your home (as detailed in the Order and the Agreement) in which the area of work is located;
- "Quotation" means the quotation We give to You in accordance with Clause 4 detailing the services We will provide to You and the Price, we will charge You for, in each case, Design Services, Fitting Services or Supply Services;
- "Quoted Price" means the Price set out in the Quotation for Design Services, Fitting Services or Supply Services;
- "Regulations" means The Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013;
- "Services" means the Design Services and/or Fitting Services and/or Supply Services that We are to provide as specified in a copy of an accepted Quotation attached to the Agreement;
- "Start Date" means the date You and We agree on for Us to start providing the Services as specified in the Agreement;
- "Supply Services" means the details of Product and other supply services to be provided as set out in an attachment to the Agreement;
- "Supply Terms and Conditions" means the terms set out in Schedule 3 that will apply in addition to those set out in Clauses 1-22 where We are to provide Supply Services;
- "Third Party Contractor" means any other contractor or consultant working on the Project;
- "Visit" means any occasion, scheduled or otherwise, on which We visit the Property to provide any of the Services;
- "We/Us/Our" means the Supplier and includes all employees, agents and subcontractors of the Supplier;
- "You/Your" means a Consumer who is a customer of the Supplier.

1.2 Each reference in these Terms and Conditions to "writing", and any similar expression, includes electronic communications whether sent by e-mail, [text message,] or other means. 1.3 Each reference to a statute or provision of a statute is a reference to that statute or provision as amended or reenacted at the relevant time. 1.4 Each reference to "these Terms and Conditions" is a reference to these Terms and Conditions including the Schedules to it. 1.5 Each reference to a Schedule is a reference to a schedule to these Terms and Conditions. 1.6 The headings used in these Terms and Conditions are for convenience only and do not affect the interpretation of these Terms and Conditions. 1.7 Words signifying the singular number will include the plural and vice versa. 1.8 References to any gender will include the other gender. 1.9 References to persons, unless the context otherwise requires, include corporations.

2. Information About Us

2.1 We are a Limited Company. 2.2 [We trade under the name.] 2.3 [We are registered in United Kingdom under number 12754515.] 2.4 [Our registered office 1 Fairways close, Harrogate HG27EJ.] 2.5 [Our main trading address is 1 Fairways close, Harrogate HG27EJ.] 2.6 [Our VAT number is 356134701.] 2.7 Our showroom address is: Unit 3, Rear of 49-59, Ash Road, Harrogate, HG2 8EG.

3. Communication and Contact Details

3.1 If You wish to contact Us with questions or complaints, You may contact Us by telephone at 01423 740989 or by email at info@kobbinteriors.co.uk. 3.2 In certain circumstances You must contact Us in writing (as stated in various Clauses throughout these Terms and Conditions). When contacting Us in writing You may use the following methods: 3.2.1 contact Us by email at info@kobbinteriors.co.uk. 3.2.2 contact Us by pre-paid post a Kobb interiors Ltd, 1 Fairways close, Harrogate HG27EJ.

4. Order, Quotation and Acceptance of Quotation

4.1 You may submit an Order to Us for any of the Services on an Order form which We will provide to You. [The Order form will contain prompts for all required information.] 4.2 The required information to be inserted in the Order form will include the type of Services You require, the location and size of the Property, and the location and size of the kitchen/furniture. 4.3 Once You have completed the Order and submitted it to Us, and We have discussed Your requirements with You, and obtained any necessary further detail and clarification of any matters from you, We will prepare and sign a Quotation in duplicate and send it to You either by email or first class post. 4.4 Where Your Order requests Us to provide a Quotation for more than one type of Services, We will issue a separate Quotation for each type of Services (i.e. Design, Fitting, or Supply) and We will issue

a separate Agreement to govern each such separate Quotation that You accept. 4.5 The Quotation will set out the amount of the Quoted Price and the required Deposit as a percentage of the Quoted Price. The Deposit will be shown on invoice. (see Clauses 5 and 6). 4.6 You may accept a Quotation by signing and dating one copy of it and returning it to Us within 31 days after the date We issue the Quotation. 4.7 When (but not before): 4.7.1 You have returned that copy Quotation signed and dated by You; 4.7.2 You have paid the Deposit; a legally binding contract between You and Us will be created for You to pay the Quoted Price and for Us to carry out the particular Services (as the case may be either Design Services or Fitting Services or Supply Services) which are the subject of the Quotation. We will then attach the signed duplicate to the Agreement and complete any blanks (including the Quoted Price) in the Agreement in accordance with the Quotation. 4.8 Where We provide Design Services, We will only provide a Quotation for Supply Services or Fitting Services once You have approved the Final Design referred to in Schedule 1.

5. Deposit

5.1 You must pay Us the Deposit not more than 7 days after You accept the Quotation. 5.2 Acceptance of a Quotation will be of no effect until We receive the Deposit in full. 5.3 The Deposit is non-refundable except as set out in Clauses 13, 14 and 15.

1. **Deposit**:

a. A non-refundable deposit of 30% of the Quoted Price is required within 7 days of accepting the Quotation.

2. Interim Payment:

a. 50% of the Quoted Price is due 7 days prior to the delivery date.

3. Final Payment:

- a. The remaining 20% of the Quoted Price is due upon satisfactory completion of the work.
- b. If there are any outstanding works due to damages or mis orders that do not prevent the use of the furniture, the final payment must still be made in full. The outstanding work will be scheduled and completed as soon as possible.

6. Payment of Price and VAT

6.1 The Quoted Price

Exclusive Offer Summary

- **Non-Combining Offers**: Offers provided by Kobb Interiors Ltd cannot be used in conjunction with any other offer. Each offer is standalone and must be applied individually.
- Validity Period: Offers are only valid within the dates set by Kobb Interiors Ltd.
- **Free Installation Offer**: The free installation offer includes the installation of units only. It excludes any supplementary works such as:
 - o Installation of appliances
 - Worktops
 - Doors
 - Internals
 - Plumbing works
 - Electrical works
 - Unit alterations

Take advantage of these exclusive offers within the specified dates to enjoy the best value from Kobb Interiors Ltd!