

# QUOTATION TERMS AND CONDITIONS

## 1. Application of these Terms and Conditions

1.1 We are quoting on the assumption that You are a "Consumer" as defined in Clause 3 below.

1.2 You may only accept the quotation if you are a "Consumer". If You are not, the quotation will not be valid. In that case, please let Us know and We will try to provide a quotation for You as a non-Consumer".

1.3 These Terms and Conditions apply to the purchase, as a Consumer, by the person named in the quotation ("You") of the goods detailed in the quotation ("Goods") from Dione Interiors Ltd a company registered in England & Wales under number 08963860 whose registered office is at The Old Coach House, Horsefair, Rugeley, Staffordshire WS15 2EL whose trading address is St Marys Industrial Estate, Dumfries DG1 1NA ("Us/We/Our"). No other terms and conditions will apply unless We and You agree in writing that they will apply.

## 2. Information

2.1 We are required by the Regulations (as defined in Clause 3 below) to ensure that certain information is given or made available to You as a Consumer before We make our contract with You (i.e. before You accept the quotation) except where that information is already apparent from the context of the transaction. We have either included the information itself either in the quotation or these Terms and Conditions for You to see now, or We will ensure that We have made it available to You before You accept the quotation.

2.2 All of that required information and any other information We give You about the Goods or Ourselves which You take into account when deciding to accept the quotation or when making any other decision about the Goods will, as required by the Regulations, be part of the terms of Our contract with You as a Consumer.

## 3. Interpretation

3.1 A "Consumer" means a consumer as defined in the Consumer Rights Act 2015, i.e. an individual who agrees to purchase and receives the Goods for their personal use and for purposes wholly or mainly outside the purposes of any Business.

3.2 A "Business" means any business, trade, craft, or profession carried on by You or any other person/organisation.

3.3 The "Regulations" means The Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013.

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

3.5 The headings in these Terms and Conditions are for convenience only and will not affect their interpretation.

3.6 Words signifying the singular will include the plural and vice-versa.

## 4. Cancellation under the Regulations

4.1 If the contract We make with You is not made on Our premises, the Regulations give You the right to cancel the contract for the Goods as follows and You will have that right in addition to the rights You have under the law and these terms and conditions.

4.2 The right to cancel given by the Regulations is a right to cancel the Goods, without reason, until the end of the 14 days period from when You come into possession of the Goods, but that period will be extended by the Regulations in certain circumstances set out in the Regulations.

4.3 If You cancel under the Regulations, You must confirm this to Us in any way convenient to You, and if You have already made any payment(s) to Us for the Goods or their delivery, We will refund the payment(s) to You as required by the Regulations.

4.4 If you order made to measure or bespoke products including paint to order these are non-refundable once your order has been sent to manufacturer. These bespoke items are made to measure and fit your requirements and cannot be sold on.

## 5. Goods

5.1 The description of the Goods is set out in Our product brochures or manufacturer brochures and confirmed in the quotation. All goods are subject to availability.

5.2 All of the following information will, as required by the Regulations, be part of the terms of Our contract with You as a Consumer:

5.2.1 the information that the Regulations require Us to give to You; and

5.2.2 any other information We give you about the Goods or Us which You take into account when deciding to accept the quotation or when making any other decision about the Goods (i.e. the information set out in the quotation and brochures as well as any other information We make available to You.

5.3 Any change to any such information shall only be effective if We and You agree it.

## 6. Price

6.1 The price ("Price") of the Goods shall be as set out in Our brochures or manufacturer brochures current at the date of Your enquiry or such other price as We and You may agree in writing. The Price is confirmed in the quotation.

6.2 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 reserve the right to increase the Price shown in Our brochures or that of Manufacturers Brochures in which case We have made clear in the quotation what the revised Price is and that it is an increase to the Price shown in Our brochure or Manufacturers brochure. That increased Price will apply if You agree it by accepting the quotation while the quotation is still valid for acceptance (see Clause 7 for validity).

6.3 The Price is exclusive of fees for packaging and transportation / delivery.

6.4 The Price is inclusive of any applicable VAT and other taxes or levies which are imposed or charged by any competent authority.

## 7. Quotation and Formation of contract

7.1 We offer a free survey/design consultation service which includes an onsite survey and design image, followed by one further consultation/design visit. Any additional works may be charged for at the discretion of a manager, any charges charged for will be applicable to additional time spent on behalf of your project.

7.2 Any enquiry, order or other communication from You will not be a contractual offer to purchase the Goods.

7.3 The quotation is not an acceptance by Us of any such enquiry, order or other communication from You.

7.4 The quotation is Our contractual offer to sell the Goods to You which You may accept in writing as follows

7.5 Your acceptance of the quotation will be Your confirmation that You are a Consumer. You may not accept the quotation if You are not a Consumer.

7.6 If You accept the quotation by communicating with Us in writing or by signing the Quotation to accept the terms while the quotation is still valid (see sub-Clause 7.6 for validity) there will then be a legally binding contract between You and Us for purchase of the Goods on these Terms and Conditions.

7.7 The quotation is valid for a period of 14 Days only from the date shown in the quotation unless We expressly withdraw the quotation before the end of that period in which case it will no longer be valid from the time We withdraw it. We cannot withdraw the quotation if You accepted it when it was still valid.

7.8 You may withdraw any enquiry or order at any time before You accept the valid quotation.

## 8. Payment

8.1 Following Your acceptance of the quotation, We shall invoice You for the Price either:

8.1.1 on or at any time after delivery of the Goods; or

8.1.2 where

a) We and You have agreed that You are to collect the Goods, but You fail to collect them although We have notified You that they are ready for collection within the time permitted by Clause 9; or

b) We are to deliver the Goods and We tender delivery of the Goods within the time permitted by Clause 9 and You fail to accept delivery of the Goods and in the case of "a" or "b" there are no circumstances entitling You to fail to collect or accept delivery of the Goods or to cancel under the Regulations, the Consumer Rights Act 2015, or any other consumer legislation.

8.2 You shall pay the Price in accordance with any payment terms agreed between Us and You.

8.3 You must make payment where We have properly invoiced You in accordance with Clause 8.1 even if delivery has not taken place and / or even though the ownership of the Goods does not pass to You until You have made full payment as set out in Clause 10.2.

8.4 We will only issue a receipt for payment if You request it.

8.5 All payments must be made in £ GB Pounds unless otherwise agreed in writing between Us and You.

## 9. Delivery

9.1 We shall arrange for the delivery of the Goods on the delivery date detailed in the quotation or as soon after that date as We are reasonably able. In any event, We will ensure that We deliver the Goods (or notify You of their readiness for collection if You are to collect the Goods) within no more than 30 days after the date of your acceptance of the quotation. For bespoke kitchens coming from Germany or the UK specific delivery dates will be detailed in the quotation and may take up to 8 weeks to arrive to us before delivery. Any delivery charges will be detailed in the quotation.

9.2 Delivery will be to the address specified in Your enquiry or to another location as agreed in writing between Us and You.

9.3 If no delivery address is specified by You, You shall collect the Goods from Our premises at any time after We have notified You that the Goods are ready for collection.

9.4 Subject to the specific terms of any special delivery service, delivery may take place at any time of the day and must be accepted at any time of the day.

## 10. Risk and Ownership

10.1 Risk of damage to or loss of the Goods shall pass to You either when We deliver the Goods to You or when You or Your nominated carrier collects the Goods.

10.2 Legal and beneficial ownership in the Goods will not pass to You until We have received, in cash or cleared funds, payment in full of the Price.

10.3 We reserve the right to repossess any Goods in which We retain legal and beneficial ownership if We do not receive full payment in accordance with Clause 8.

## 11. Liability and Consumer Rights

11.1 We will be responsible for any foreseeable loss or damage that You may suffer as a result of Our breach of these Terms and Conditions or as a result of Our negligence. Loss or damage is foreseeable if it is an obvious consequence of Our breach or negligence or if it is contemplated by You and Us when Our contract with You is created. We will not be responsible for any loss or damage that is not foreseeable. Any damages should be reported to us within 48 hours of delivery/collection we will not be responsible for any damages reported outside this timeframe.

11.2 We provide the Goods to You only for Your personal and private use/purposes. We make no warranty or representation that products, or other goods or materials that We provide to You are fit for commercial, business, industrial, trade, craft or professional purposes of any kind (including resale). We will not be liable to You for any loss of profit, loss of business, interruption to business or for any loss of business opportunity.

11.3 Cost and responsibility for fitting replacement parts under warranty or reinstalling any damaged equipment shall rest with the consumer.

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11.4 Nothing in these Terms and Conditions is intended to or will exclude or limit Our liability for death or personal injury caused by Our negligence (including that of Our employees, agents or sub-contractors) or for fraud or fraudulent misrepresentation.

11.5 Furthermore, if you are a Consumer as defined by the Consumer Rights Act 2015, or a consumer for the purposes of any other consumer protection legislation, nothing in these Terms and Conditions is intended to or will exclude, limit, prejudice, or otherwise affect any of Our duties or obligations to You, or Your rights or remedies, or Our liability to You under the Consumer Rights Act 2015, the Regulations, the Consumer Protection Act 1987, or any other consumer protection legislation, as that legislation is amended from time to time. This includes, without limitation, Your rights and remedies under all such legislation for any breach of any term of the contract (whether the terms is part of these Terms and Conditions or is a term implied by any such legislation) and for any non-conformity of the Goods with the contract. For more details of Your legal rights please refer to Your local Citizens Advice Bureau or Trading Standards Office.

## 12. Data Protection

All personal information that We may use will be collected, processed, and held in accordance with the provisions of EU Regulation 2016/679 General Data Protection Regulation ("GDPR") and Your rights under the GDPR. For complete details of Our collection, processing, storage, and retention of personal data including, but not limited to, the purpose(s) for which personal data is used, the legal basis or bases for using it, details of Your rights and how to exercise them, and personal data sharing (where applicable), please refer to Our Privacy Notice available from our website

## 13. Communications

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

13.2 Notices shall be deemed to have been duly given:

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

13.3 All notices under these Terms and Conditions shall be addressed to the most recent address, email address notified to the other party.

## 14. Force Majeure

Neither We nor You ("first party") will be liable to the other for any failure or delay in performing any obligations under the contract where the failure or delay is due to a cause beyond the first party's reasonable control ("Force Majeure"). In that case the failure or delay will not be a failure or delay contrary to these Terms and Conditions or other terms of the contract.

## 15. No Waiver

No failure or delay by Us or You in exercising any rights under these Terms and Conditions means that We or You have waived that right, and no waiver by Us or You of a breach of any provision of these Terms and Conditions means that We or You will waive any subsequent breach of the same or any other provision.

## 16. Severance

If any provision of these Terms and Conditions is held by any competent authority to be invalid or unenforceable in whole or in part the validity of the other provisions of these Terms and Conditions and the remainder of the provision in question shall not be affected.

## 17. Complaints

Whilst We use all reasonable endeavours to ensure that You are satisfied with the Goods and Your dealings with Us, We want to hear from You if you have any complaint about the Goods or any other complaint about Us or any of Our staff. Please raise any complaint with our Managing Director by phone or email or post.

## 18. Law and Jurisdiction

18.1 These Terms and Conditions, the Contract, and the relationship between you and Us (whether contractual or otherwise) shall be governed by, and construed in accordance with the law of Scotland.

18.2 As a consumer, you will benefit from any mandatory provisions of the law in your country of residence. Nothing in Sub-Clause 18.1 above takes away or reduces your rights as a consumer to rely on those provisions.

18.3 Any dispute, controversy, proceedings or claim between you and Us relating to these Terms and Conditions, the Contract, or the relationship between you and Us (whether contractual or otherwise) shall be subject to the jurisdiction of the courts of England, Wales, Scotland, or Northern Ireland, as determined by your residency.