FairFit Kitchens

Customer Terms

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FairFit Kitchens Ltd · Registered in England and Wales, company no. 17471106 · Registered office: 71a Station Street, Donington, Spalding PE11 4UJ · sales@fairfit.co.uk

These terms form part of your Customer Agreement with FairFit Kitchens. Please read them before you sign, and keep a copy. If anything is unclear, ask us before signing. Nothing in these terms affects your legal rights as a consumer.

1. Definitions and interpretation

1.1 In these terms, the following words have these meanings:

- **We, us, our, the Company:** FairFit Kitchens Ltd, a company registered in England and Wales under number 17471106, registered office 71a Station Street, Donington, Spalding PE11 4UJ. Contact: sales@fairfit.co.uk, or the phone number on your Customer Agreement.
- **Installer:** the installer named on your Customer Agreement who carries out the Installation, including any Additional Works. This may be FairFit Kitchens Ltd or an independent installer.
- **You, your, the Customer:** the person or people named on the Customer Agreement who are buying for their own household and not for a business. If more than one person signs, each of you is responsible for the whole contract.
- **Contract:** the Customer Agreement, the approved Design, the Scope of Works, any signed Change Orders and these terms. If they conflict, they take priority in that order, except that nothing overrides your legal rights.
- **Customer Agreement:** the signed form that records what you are buying, the price, the payment schedule, the agreed dates and the Made-to-Order Goods.
- **Goods:** everything we sell you under Part A. This includes cabinets, doors, drawer fronts, panels, plinths, cornice, pelmet, fillers, handles, worktops (including laminate, solid timber, quartz, granite and other stone), upstands, sinks, taps, appliances and accessories, as listed on the Customer Agreement.
- **Made-to-Order Goods:** Goods made to your specifications or clearly personalised for you, as described in clause 9.9 and listed on the Customer Agreement. The 14-day right to cancel does not apply to them.
- **Services:** the work we do for you, which may include **Design** (planning your layout, including through the FairFit Design Studio), **Survey** (measuring your room), **Delivery**, and **Installation** (fitting the Goods as set out in the Scope of Works).
- **Scope of Works:** the written list of Installation tasks included in the price. Anything not on it is not included.
- **Additional Works:** related trades such as electrical, gas, plumbing, plastering, tiling and flooring. They are only included if listed in the Scope of Works, and are then part of the Installation price.
- **Specialist Contractor:** a qualified third party we use for part of the work, such as a worktop fabricator who templates and fits stone or quartz, a Gas Safe registered engineer or a registered electrician.
- **Property:** the address where the Goods are delivered and the work is done.
- **Practical Completion:** has the meaning in clause 8.1.
- **Snag:** a minor defect or unfinished item that does not stop you using the kitchen (clause 8.2).
- **Change Order:** a written agreement to change the Design, Goods or Scope of Works (clause 7).
- **Working Day:** Monday to Friday, excluding bank holidays in England.
- **In writing:** includes email and text messages.

1.2 Headings are for convenience only. "Including" means "including but not limited to". A reference to a law includes that law as amended or replaced.

1.3 These terms are for consumers. If you are buying for a business, letting or development, we will use separate trade terms.

1.4 Nothing in this Contract removes or reduces your legal rights as a consumer. Where a clause appears to do so, your legal rights win.

2. Survey and design responsibility

2.1 We always measure. We survey and measure your room ourselves before we order, whether you buy supply only or supply and installation. We do not order from measurements supplied by you or anyone else. If the Goods do not fit because of a mistake in our measurements, we will put it right at our cost.

2.2 Final check before ordering. Before you sign, we will give you the final Design and Customer Agreement. Please check the layout, sizes, door and colour choices, appliance models and quantities carefully. Once you sign, we order exactly what they show. If any part of the Design is finalised after you sign, we will only order it once you approve it in writing. If you are buying supply only, ask your fitter to check it too.

2.3 The Survey is visual. Our Survey looks at what can be seen and measured without opening up walls, floors or ceilings, moving heavy items or testing services. We are not responsible for conditions we could not reasonably have seen. Clause 6 explains how we deal with them.

2.4 Changes to the room after the Survey. If anything in the room changes after the Survey (for example a radiator, window, door, soil pipe or wall is moved, or the room is plastered), tell us in writing straight away. We may need to re-measure and change the Design under clause 7.

2.5 Design advice. We design kitchens, not buildings. We do not give structural, architectural or building-control advice. If your plans involve removing walls or other structural work, you will need a suitably qualified professional and any required approvals before we start.

2.6 Your own appliances and items. If you supply your own appliances, sink or other items, you must make sure they match the sizes and fitting requirements in the Design and arrive at the Property before Installation starts.

2.7 Tolerances: walls, floors and ceilings. Few rooms are perfectly square, level or plumb. We fit to the following standards, and you agree that results within them are not defects:

- Cabinets are fitted level to within 2mm per metre run, using adjustable legs, packing and fixings as needed.
- Where walls are out of line by more than 5mm over 2m, or floors out of level by more than 10mm across a run, we will use scribing, fillers, panels or packing to hide the difference.

This may leave fillers or panels wider than shown on the Design.

- Gaps of up to 3mm between worktops, upstands or panels and an uneven wall or ceiling may be filled with colour-matched sealant.
- Doors and drawer fronts are aligned on the day to within 2mm. Hinges and runners settle with use and may need small adjustments (see clause 9.6).
- If a room is so far out that these methods will not give a good result, we will tell you before fitting and agree a solution, such as wall straightening, under clause 7.

2.8 Natural and engineered materials. Some materials vary by nature, and these variations are not defects:

- **Granite, marble and other natural stone:** colour, veining, flecks, pits and fissures vary from slab to slab and from any sample or photo.
- **Quartz and other engineered stone:** colour and pattern can vary between batches and from a sample. Veins will not match across joins or around corners.
- **Joins in worktops:** stone and quartz joins are visible as a fine line. Their position is set by the fabricator at templating, based on slab size, strength and access.
- **Solid timber:** grain, knots and colour vary. Timber moves with humidity and needs regular oiling, as set out in the care guide.
- **Painted and wood-effect finishes:** shade can vary slightly between batches and changes over time with light.

2.9 Stone and quartz worktops. These are templated by a Specialist Contractor once the base cabinets are fitted. You, or an adult you authorise in writing, must attend templating to approve the layout, join positions, edge details and cut-outs. The fabricator's approved template then forms part of the Design. Fitting usually follows 10 to 15 Working Days after templating, and the kitchen may be usable with temporary tops in the meantime if agreed.

3. Scope of works: supply and installation

3.1 Two separate parts. This Contract has two parts. **Part A** covers the supply of Goods by us. **Part B** covers Installation by the Installer (clause 3.10). The Customer Agreement shows which parts you have bought and prices each part separately. Keeping them separate means a fault in a product is dealt with as a product issue, and a fault in the fitting is dealt with as a workmanship issue, each with its own guarantee (clause 9).

Part A: Supply of Goods

3.2 What we supply. We will supply the Goods listed on the Customer Agreement, matching the approved Design and their description. Goods will be new, of satisfactory quality and fit for their usual purpose and any purpose you told us about before signing.

3.3 Supply only. If you have not bought Part B:

1. You choose and appoint your own fitter. We have not recommended them, and they work for you, not us.
2. We are not responsible for the fitting, for any damage the fitting causes, or for whether the work meets gas, electrical, water or building regulations. That is between you and your fitter.
3. A problem caused by poor fitting is not a product defect. Fitting the Goods against the manufacturer's instructions may affect the manufacturer's guarantee.
4. You remain fully protected for faults in the Goods themselves under clause 9.
5. If you buy a stone or quartz worktop from us on a supply-only basis, our price includes templating and fitting of that worktop by our Specialist Contractor, and clause 2.9 applies. Your fitter must have the base cabinets fitted, level and secure before templating.

Part B: Installation Services

3.4 What we do. If you have bought Part B, we will install the Goods as set out in the Scope of Works, with reasonable care and skill, in a good and workmanlike way, and in line with the manufacturers' instructions and relevant regulations. Unless the Scope of Works says otherwise, Installation includes:

- assembling and fixing cabinets, panels, plinths, cornice, pelmet and fillers;
- fitting doors, drawers and handles;
- fitting laminate and timber worktops and upstands, and arranging templating and fitting of stone or quartz worktops by our Specialist Contractor;
- fitting the sink and taps and connecting them to existing water and waste points within 600mm;
- fitting appliances and connecting them to existing, safe and compliant electrical and gas supply points within 600mm (gas connections by a Gas Safe registered engineer);
- removing our packaging from the Property.

3.5 Not included unless listed. The following are only included if the Scope of Works lists them with a price: removing and disposing of your old kitchen; new or moved electrical circuits, sockets or lighting; new or moved gas or water pipework; plastering, tiling, flooring and decorating; building or structural work; fitting appliances or items you supply yourself.

3.6 Additional Works. Where Additional Works are included, they will be carried out by suitably qualified people (a registered electrician for notifiable electrical work and a Gas Safe registered engineer for gas work). We will give you the relevant certificates and arrange any building control notifications through their competent person scheme.

3.7 The Installer's team. The Installer carries out Installation with its own team and any Specialist Contractors it uses, pays them, and remains responsible to you for their work as if it were its own.

3.8 Work arranged directly with a tradesperson. If you agree any extra work directly with one of our fitters or contractors that is not in a signed Change Order, it is a private arrangement between you and them, and we are not responsible for it. Please ask us to add it to the Contract instead.

3.9 Health and safety. For domestic projects, the law transfers the client's health and safety duties to the contractor. We accept those duties for the work in this Contract. We hold public liability insurance and will show you the certificate on request.

3.10 Who provides Installation. Installation, including any Additional Works, is a separate contract between you and the Installer, priced and paid separately from the Goods. Part B, and clauses 6, 7, 8 and 9.5 to 9.7 so far as they concern Installation, apply to that contract, and in them "we" means the Installer. The Installer is responsible to you for the Installation. We are responsible to you for the Goods. If FairFit Kitchens Ltd is named as the Installer, we carry out the Installation ourselves.

4. Price and payments

4.1 The price. The price is on the Customer Agreement, split into the Goods (Part A, paid to us) and the Installation including all Additional Works (Part B, paid to the Installer). It includes VAT where it applies and delivery unless shown otherwise. Once you sign, the price is fixed. It can only change through a Change Order (clause 7), a hidden condition (clause 6), or a delay or extra cost you cause (clauses 5 and 6).

4.2 Quotes. A written quote is valid for 30 days. Prices in the FairFit Design Studio or the website instant estimate are guides only, not offers. The price becomes binding when we both sign the Customer Agreement.

4.3 Payment schedule. Unless the Customer Agreement says otherwise, you pay as follows. Supply-only orders pay the Goods price only.

Payment	Paid to	Amount	When it is due
Goods	FairFit Kitchens Ltd	The full Goods price	When you sign the Customer Agreement. We then order your Goods
Installation, first half	The Installer	50% of the Installation price, including all Additional Works	On the first day of Installation
Installation, second half	The Installer	The remaining 50%	Within 3 Working Days of Practical Completion (clause 8)

Where a stone or quartz worktop is fitted after the rest of the kitchen, the second Installation payment is due at Practical Completion of the worktop.

4.4 If you cancel within your 14-day cancellation period under clause 9.8, payments for the Goods and Services that right covers will be refunded as set out there. Made-to-Order Goods are not covered and are ordered as soon as you sign (clause 9.9).

4.5 How to pay. Pay each amount to the bank account shown for that payee on your Customer Agreement, or by debit or credit card where offered. We will never ask you to change bank details by email or phone. If you receive such a message, call us on our usual number before paying.

4.6 Finance. We do not currently arrange credit.

4.7 If a payment is late. This applies to payments due to us and to the Installer.

1. We will remind you in writing and give you 7 days to pay.
2. If it is still unpaid, we may pause delivery or work until it is paid. The agreed dates will then move, and we will agree new dates with you as soon as we can.
3. We may charge interest on the overdue amount at 4% a year above the Bank of England base rate, calculated daily from the due date until paid.
4. If an amount remains unpaid for 30 days after our reminder, we may end the Contract under clause 9.14.
5. If you dispute part of an invoice in good faith, tell us in writing. You must pay the undisputed part, and no interest is charged on the disputed part while we resolve it.

4.8 Ownership. Goods remain our property until we have received full payment for them, even after delivery. Risk passes earlier, as set out in clause 5. Until you own them, please do not sell or give them away. Once fitted, we will not remove them without a court order or your agreement.

5. Delivery, risk and storage

5.1 Dates. We will agree a delivery date and, for Installation, a start date and an estimated finish date. We will confirm the delivery date 7 days before and give you a time window the day before. If we cannot meet an agreed date, we will tell you as soon as we know and agree a new one. If we cause a delay that is within our control, clause 9.12 explains what you can claim.

5.2 Where we deliver. We deliver to the room or dry, secure space at the Property agreed on the Customer Agreement, such as the kitchen, a garage or a spare room. Please make sure it is clear, clean, dry and large enough. A kitchen takes up more space than most people expect: allow roughly one single garage for an average kitchen.

5.3 Access. Tell us before delivery about anything that could affect it, such as narrow roads, parking limits, steep drives, steps or upstairs rooms. If we cannot deliver safely because of access problems we were not told about, we may have to rearrange, and clause 5.7 applies.

5.4 Checking the delivery. Please check the number of boxes against the delivery note when the Goods arrive and note any visibly damaged packaging. Then, within 7 days, or before Installation starts if sooner, tell us in writing about anything missing, wrong or damaged. Where we are installing, our fitters will also check the Goods before fitting. Reporting quickly helps us replace items without delaying your job. It does not reduce your legal rights if a fault is found later.

5.5 When risk passes. The Goods are our responsibility until they are delivered to the Property and handed to you or someone you nominate. From then on, you are responsible for loss or damage to them, except loss or damage caused by us, our fitters or our contractors. Please check that your home insurance covers Goods stored at the Property.

5.6 Leave the old kitchen in place. Do not remove your existing kitchen, or let anyone else remove it, until all the Goods have arrived and been checked. We are not responsible for the cost or inconvenience of being without a kitchen if it is taken out early.

5.7 If you are not ready. If you ask to delay delivery, or the Property is not ready or accessible on the agreed date:

1. We will hold your Goods free of charge for 14 days after the original delivery date.
2. After that, we may charge for storage at a weekly rate we will tell you in advance, which reflects our actual storage and handling cost.
3. If delivery is attempted but cannot be made for reasons within your control, we may charge the reasonable cost of rearranging it, which we will tell you in advance.
4. If you delay the start of Installation, the Installer may charge any reasonable costs this causes, which it will tell you about in advance.
5. If the Goods have not been delivered within 12 weeks of the original date, we may ask you to agree a delivery date within the following 4 weeks. If you cannot, we may treat the Contract as ended under clause 9.14.

5.8 Partial deliveries. Some items, such as stone or quartz worktops, special-order appliances or replacement parts, may arrive separately. We will tell you in advance where possible.

6. Access, utilities and unforeseen site conditions

6.1 What you provide. For the duration of the Installation you agree to provide, free of charge:

- safe, clear access to the Property and the kitchen during 8am to 6pm on Working Days;
- a working electricity supply and running water;
- use of a toilet and hand-washing facilities;
- a parking space for a van as close to the Property as reasonably possible, or tell us in advance if only paid parking is available;
- an empty room, with appliances disconnected and removed, cupboards emptied, and fragile or valuable items moved away from the work area, unless the Scope of Works includes this.

6.2 Pets, children and other trades. Please keep pets and children away from the work area for their safety. If other trades you have hired are working at the same time, you are responsible

for coordinating them, and we are not responsible for delays or damage they cause.

6.3 Dust and disturbance. Fitting a kitchen involves noise and some dust. We will use dust sheets, keep the work area tidy, clean up at the end of each day and take reasonable care of your home.

6.4 What counts as a hidden condition. A hidden condition is a problem that our visual Survey could not reasonably have found, because it is behind walls, under floors, above ceilings or inside existing services. Examples include:

- unsafe, outdated or non-compliant wiring, or a consumer unit that will not support the new appliances;
- loose, hollow or crumbling plaster that comes away when the old kitchen is removed;
- rotten, damaged or undersized floor joists, or uneven or damaged floors;
- lead, corroded or leaking water pipes, or gas pipework that does not meet current standards;
- damp, rot, woodworm or vermin damage;
- structural defects, such as cracked lintels or unsupported walls.

6.5 What we will do. If we find a hidden condition:

1. We will stop the affected part of the work if continuing would be unsafe or would cover up the problem.
2. We will tell you straight away, show you the problem and explain the options.
3. We will give you a written price and time impact for putting it right. You may choose another contractor to do that work.
4. Only work you agree to in a Change Order (clause 7) will be charged. We will not add costs without your agreement, except emergency steps to make things safe (clause 6.6).
5. If the problem is not fixed, we may be unable to complete part of the Installation, for example connecting an appliance to an unsafe supply. We will complete what we safely can, and the price will be adjusted fairly for any work we cannot do.

6.6 Making things safe. If we find something dangerous, such as exposed live wiring or a gas leak, we may take immediate steps to make it safe, such as isolating the supply. We will charge only the reasonable cost of those steps. Where required, we will report a gas danger to the gas emergency service.

6.7 Asbestos. Homes built before 2000 may contain asbestos, for example in textured ceiling coatings, floor tiles or old panels. If we suspect asbestos, we will stop work in that area. It must be tested, and removed if needed, by a licensed specialist before we continue. The cost of testing and removal is yours, and the delay is not our responsibility.

6.8 Making good. Removing an old kitchen and fitting a new one can mark or damage surrounding decoration, plaster and tiles. We will take care to keep this to a minimum and fill fixing holes we make. Redecoration is not included unless it is in the Scope of Works. If we damage your property through our own carelessness, we will repair it at our cost.

6.9 Contingency. For older properties, we may suggest a contingency sum on the Customer Agreement. It is only spent with your written agreement under clause 7, and any unused amount is not charged.

7. Alterations and change orders

7.1 Changes must be in writing. After you sign, the Design, Goods and Scope of Works can only change through a Change Order agreed in writing by both of us. This protects you from surprise charges and protects us from misunderstandings. Verbal requests to our fitters are not changes until they are written up.

7.2 What a Change Order shows. Each Change Order will set out the change, the effect on the price (up or down), the effect on the timetable, and when any extra payment is due. Small changes can be confirmed by email or text message and still count as a Change Order.

7.3 Changes you ask for.

1. **Before we order your Goods:** you can change the Design without a charge, other than the difference in price of the Goods and work. A full redesign may carry a design fee, which we will agree with you first.
2. **After we have ordered your Goods:** we will try to accommodate changes. You pay the price of any new items and the reasonable cost of returning or restocking items no longer needed. Made-to-Order Goods that have been made or cut cannot be returned, so their full cost remains payable. New items may arrive after the rest of the order.

7.4 Changes we need to make. We may need to propose a change because of a hidden condition (clause 6), something found at the Survey or templating, or a product becoming unavailable. If a product is discontinued, we will offer an equivalent of the same or better quality at no extra cost, or agree an alternative with you. We will not make a significant change without your agreement. If you do not accept a change we need to make, and we cannot complete the work without it, either of us may end the affected part of the Contract and you will pay only for Goods supplied and work done.

7.5 Minor product updates. Manufacturers sometimes make small changes to products, such as a different hinge model. We may supply the updated version if it does not affect appearance, size, function or quality in a way that matters to you.

7.6 Payment for changes. Extra amounts are added to the next payment stage. If a change needs new Goods to be ordered, we may ask for their cost before ordering. Credits are taken off the next payment, or refunded within 14 days if no further payments are due.

8. Practical completion and snagging

8.1 Practical Completion is reached when the Installation in the Scope of Works is finished so that the kitchen can be used safely for its normal purpose. In practice this means the cabinets, doors and worktops are fitted, the sink and taps work without leaks, and the appliances we were asked to connect are connected and working. A kitchen can reach Practical Completion even if Snags remain. Where a stone or quartz worktop is fitted later, the kitchen reaches Practical Completion in two stages: the main fit, then the worktop.

8.2 Snags are minor defects or unfinished items that do not stop you using the kitchen. Examples are a door needing adjustment, a scratched panel awaiting replacement, a missing plinth clip or sealant needing touching up.

8.3 Handover. When we believe Practical Completion is reached, we will walk round the kitchen with you, show you how things work and give you the care guide, appliance manuals and any certificates. Together we will complete a Handover Certificate, listing any Snags. Please take your time and note anything you are unhappy with. Signing the certificate confirms Practical Completion. It does not mean you accept any defect, and it does not affect your legal rights.

8.4 If you disagree. If you do not agree that Practical Completion has been reached, tell us why in writing within 3 Working Days. We will look at it promptly and either fix the issue or explain our view. If you do not respond within that time and are using the kitchen, Practical Completion is treated as reached on the handover date.

8.5 Fixing Snags. We will fix listed Snags within 15 Working Days, or as soon as replacement parts arrive if longer. We will keep you informed. Please give us reasonable access to do so.

8.6 The second Installation payment and Snags. The second Installation payment is due at Practical Completion (clause 4.3). If Snags are outstanding:

1. You may hold back a fair amount until they are fixed. A fair amount is a sum that reasonably reflects the cost of putting them right, and the Handover Certificate will record it. As a guide, we suggest twice our reasonable estimate of the cost of the remedial work.
2. You must pay the rest of that payment on time.
3. Once the Snags are fixed, the amount held back is due within 3 Working Days.
4. If you believe the problem is more than a Snag, for example the kitchen is not usable, raise it in writing and clause 10 applies. Your legal rights to hold back payment where we have not done what we agreed are not affected.

8.7 Problems found after handover. If you discover a problem after handover, tell us in writing as soon as you reasonably can. Prompt reporting stops small problems such as a slow leak from becoming bigger ones. Problems are then dealt with under the guarantees in clause 9.

9. Guarantees, liability and cancellation rights

Your legal rights

9.1 Goods. The law (the Consumer Rights Act 2015) says Goods must be of satisfactory quality, fit for purpose, as described, and match any sample you were shown. Where we install them, they must also be installed correctly. If they are not:

- within 30 days of delivery, you can reject faulty Goods for a refund;
- after that, or if you prefer, you can ask us to repair or replace them;
- if a repair or replacement is not possible or does not work, you can ask for a price reduction or, in some cases, a refund;
- a fault that appears within 6 months of delivery is presumed to have been there at delivery unless we show otherwise;
- you can bring a claim for up to 6 years after the problem arises.

9.2 Services. The law says our Services must be carried out with reasonable care and skill, within a reasonable time, and in line with anything important we told you about them. If they are not, you can ask us to redo the work at no cost. If that is not possible or not done within a reasonable time and without significant inconvenience, you can ask for a fair price reduction.

9.3 Our guarantees below are in addition to these legal rights and do not replace them.

Our guarantees

9.4 Product guarantees. Cabinets carry the manufacturer's guarantee against manufacturing defects for the period shown on your Customer Agreement. Appliances, sinks and taps carry their manufacturers' guarantees, which we pass on to you. Some appliance guarantees need registering with the manufacturer within a set time; we will remind you at handover. Product claims come to us first, and we deal with the manufacturer.

9.5 Workmanship guarantee. Where we install, we guarantee our workmanship for **2 years from Practical Completion**. If something fails during that time because of how it was fitted, we will fix it, or pay the reasonable cost of having it fixed if we cannot. The guarantee:

- transfers to a new owner of the Property for the rest of the 2 years, if they give us proof of ownership;
- covers repair work for the rest of the original 2 years;
- covers work by our Specialist Contractors as if it were ours;

9.6 What our guarantees do not cover. Normal wear and tear; accidental damage, misuse or neglect; damage from not following the care guide (for example water left standing on worktop joins, or steam directed at door edges); alterations or repairs by anyone else; natural variation in materials (clause 2.8); results within our tolerances (clause 2.7); use for business purposes; and routine maintenance. Routine maintenance includes adjusting hinges, drawers and doors as they settle, and renewing sealant, which should be checked regularly. **We will make one free adjustment visit within 3 months of Practical Completion** to set doors and drawers once they have settled.

9.7 How to claim. Contact us in writing with a description, photos and your order number. We will reply within 5 Working Days and, where needed, arrange a visit. If you need to arrange an urgent repair yourself, such as stopping a leak, please keep receipts and let us know as soon as possible.

Your right to cancel within 14 days

9.8 When the right applies. If you sign this Contract at your home or anywhere other than our business premises, or online, by email or by phone, the law gives you the right to cancel within 14 days without giving a reason. **This right does not cover Made-to-Order Goods (clause 9.9).** It covers the other Goods (usually appliances, sinks, taps, handles and accessories) and the Services. The 14 days run as follows:

What the right covers	Cancellation period ends
Goods that are not Made-to-Order, whether bought alone or with Installation	14 days after the day those Goods are delivered to you. If they arrive in several deliveries, 14 days after the last one
Installation (your separate contract with the Installer)	14 days after the day you sign the Customer Agreement
Made-to-Order Goods	No right to cancel (clause 9.9)

To cancel, tell us clearly in writing, for example by email to sales@fairfit.co.uk. You can use the cancellation form on your Customer Agreement, but you do not have to. Your message only needs to be sent before the period ends.

What happens next. We will refund all payments, including standard delivery charges, within 14 days of receiving your notice, using the same payment method. For Goods that have been delivered, we may wait until we have collected them or you show they have been sent back. You pay the cost of returning Goods. Because of their size and weight they cannot be posted, so we can collect them and charge our reasonable collection cost. We may deduct an amount for any reduction in value caused by handling the Goods more than needed to inspect them, such as unpacking, connecting or using an appliance.

9.9 Goods made to your specification. Your kitchen is designed for your room and made to your choices and to the measurements we take. The law says the right to cancel does not apply to goods made to the consumer's specifications or clearly personalised, and this applies from the moment you sign, even before manufacture starts. The Goods we make or have made for you are listed as Made-to-Order Goods on the Customer Agreement, and you confirm this when you sign. They usually include:

- cabinets built to order to your design, sizes, colours and layout;
- doors, drawer fronts and panels made in your chosen style and finish;
- worktops, end panels, fillers, plinths, cornice and pelmet made or cut to your measurements;
- special-order items made or ordered just for you.

We order Made-to-Order Goods straight after you sign and pay for the Goods. If you then want to end the Contract, clause 9.10 applies to them, and you will pay for them in full once they have been made or cannot be cancelled with our supplier.

9.9A Starting the rest early. We will not order your other Goods or start the Services during your cancellation period unless you ask us to in writing (you can do this on your Customer Agreement). If you do, and then cancel:

1. you pay a fair amount for the Services we have provided up to the time you tell us, in proportion to the full price;
2. for other Goods, you pay the cost of return and any reduction in value as set out in clause 9.8;
3. Made-to-Order Goods stay payable in full, because the right to cancel never covered them.

Other ways the Contract can end

9.10 If you want to cancel later. You can end the Contract at any time before Practical Completion by telling us in writing. You will then pay: the price of Goods already delivered or that we cannot cancel or return; any return or restocking charges our suppliers make; the price of work done to date; and any other reasonable costs we have directly incurred. We will send you a breakdown and refund anything you have paid above that within 14 days. We do not keep payments automatically.

9.11 Our responsibility for loss or damage. If we break this Contract or are careless, we are responsible for loss or damage you suffer that was a foreseeable result. We are not responsible for loss that was not foreseeable, or for business losses such as lost profit or lost business opportunity. Nothing in this Contract limits our liability for death or personal injury caused by our negligence, for fraud, or for breach of your legal rights described in clauses 9.1 and 9.2.

9.12 Delays we cause. If we cause a delay that is within our control, we will cover reasonable extra costs you incur as a direct result, such as extending a hired appliance, provided you tell us about them in advance where possible, keep them as low as reasonably possible and give us receipts. If we are more than 4 weeks late against the agreed date for reasons within our control, you may end the Contract and receive a refund for anything not supplied, without losing any other rights.

9.13 Events outside our control. We are not responsible for delays caused by events outside our reasonable control, such as extreme weather, supplier failure, transport disruption, serious illness or national emergencies. We will tell you promptly and do everything reasonable to keep the delay short. If the delay lasts more than 8 weeks, either of us may end the Contract, and we will refund anything you have paid for Goods and Services not yet provided.

9.14 When we can end the Contract. We may end the Contract by writing to you if: a payment remains unpaid as described in clause 4.7; you repeatedly prevent us from accessing the Property; you do not take delivery as described in clause 5.7; or our team is threatened or abused, or asked to work in unsafe conditions you will not put right. You will then pay for Goods supplied, work done and our reasonable direct losses, as in clause 9.10, and we will refund anything you have paid above that.

10. Governing law, disputes and general terms

10.1 Talk to us first. If you are unhappy, please tell us in writing (email or letter). We will acknowledge your complaint within 3 Working Days and aim to resolve it within 4 weeks. A director will review it if you are not satisfied with our first answer.

10.2 Independent help. If we cannot agree, you can refer the dispute to an independent alternative dispute resolution scheme. We are not obliged to use an alternative dispute resolution scheme. If we cannot resolve your complaint, we will tell you in writing whether we are willing to use one and give you its details. Using a scheme is your choice and does not stop you going to court.

10.3 Governing law and courts. This Contract is governed by the law of England and Wales, and disputes may be brought in the courts of England and Wales. If you live in Scotland or Northern Ireland, you may also bring proceedings in your local courts.

10.4 Your personal information. We use your personal information to carry out this Contract and to provide our guarantees, as explained in our privacy notice at www.fairfit.co.uk/privacy.html. We share it only with the people who need it to do your job, such as our suppliers, delivery company, Specialist Contractors.

10.5 Photos. With your permission, which you can withdraw at any time, we may photograph your finished kitchen for our website and social media. We will never show your address or anything that identifies you.

10.6 Transfer. We may use Specialist Contractors as set out in clause 3.7, but we remain responsible to you. We will only transfer the Contract to another business with your agreement, or if it does not reduce your rights.

10.7 Third parties. Only you and we can enforce this Contract, except that a later owner of the Property may claim under the workmanship guarantee as set out in clause 9.5.

10.8 Severance. If a court decides any part of this Contract is invalid, the rest remains in force.

10.9 Waiver. If we or you do not insist on a right straight away, that right is not given up and can still be enforced later.

10.10 Entire agreement. The Contract documents listed in clause 1.1 are the whole agreement between us. Anything important that we told you before signing and that you relied on also forms part of it, as the law provides. Please ask us to write in anything you are relying on that is not already included.