

# RAG N BONE

C A B I N E T M A K E R S

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## STANDARD TERMS AND CONDITIONS FOR THE SALE OF GOODS (VERSION 3)

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### BACKGROUND:

These Terms and Conditions are the standard terms for the sale of goods by Rag N Bone Cabinet Makers Limited a Private Limited Company registered in England under number 14663756, whose registered address is 207 Knutsford Road Grappenhall Warrington, Cheshire, England, WA4 2QL.

### 1. Definitions and Interpretation

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

<b>“Business Day”</b>	means, any day other than a Saturday, Sunday or bank holiday;
<b>“Calendar Day”</b>	means any day of the year;
<b>“Commercial Unit”</b>	means a delivery of Goods, the character and/or value of which would be materially impaired if divided;
<b>“Contract”</b>	means the contract for the purchase and sale of Goods, as explained in Clause 3;
<b>“Goods”</b>	means the goods which are to be supplied by Us to you as specified in your Order (and confirmed in Our Order Acceptance);
<b>“Month”</b>	means a calendar month;
<b>“Price”</b>	means the price payable for the Goods;
<b>“Order”</b>	means your order for the Goods
<b>“Order Confirmation”</b>	means Our acceptance and confirmation of your Order as described in Clause 3;
<b>“We/Us/Our”</b>	means Rag N Bone Cabinet Makers Limited a Private Limited Company registered in England in England under number 14663756, whose registered address is 207 Knutsford Road Grappenhall Warrington, Cheshire, England, WA4 2QL.

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.

### 2. Information About Us

2.1 Rag N Bone Cabinet Makers Limited a Private Limited Company registered in England in England under number 14663756, whose registered address is

### **3. The Contract**

- 3.1 These Terms and Conditions govern the sale of goods by Us and will form the basis of the Contract between Us and you. Before making your Order, please ensure that you have read these Terms and Conditions carefully. If you are unsure about any part of these Terms and Conditions, please ask Us for clarification.
- 3.2 Please ensure all details shown on the Order and corresponding invoice are correct, including the delivery address if different to the billing address. Any delivery to incorrect addresses may result in additional delivery charges. The cost of the delivery will be as set out in the Order.
- 3.3 Nothing provided by Us including, but not limited to, sales and marketing literature, price lists and other documents constitutes a contractual offer capable of acceptance. Your Order constitutes a contractual offer that We may, at Our discretion, accept.
- 3.4 Initially, we will provide you with an itemised quote via email. At quotation stage, you are able to make as many changes as you wish. Once you are happy with your quote, you are required to confirm your Order by returning to us a signed and dated copy of the quote, along with a completed Delivery Checklist form, by email.
- 3.5 A legally binding contract between Us and you will be created upon Our acceptance of your Order, indicated by Our Order Confirmation. Order Confirmations will be provided in writing. From this point on, changes cannot be made to the order without incurring additional costs.
- 3.6 We shall ensure that the following information is given or made available to you prior to the formation of the Contract between Us and you, save for where such information is already apparent from the context of the transaction:
  - 3.6.1 The main characteristics and technical drawings of the Goods;
  - 3.6.2 Our identity (set out above in Clause 2) and contact details (set out below in Clause 11);
  - 3.6.3 The total Price for the Goods including taxes
  - 3.6.4 Delivery charges;
  - 3.6.5 Where applicable, the arrangements for payment and estimated delivery of the Goods;
  - 3.6.6 Our complaints handling policy;
  - 3.6.7 We shall ensure that you are aware of Our legal duty to supply goods that are in conformity with the Contract;

### **4. Description and Specification of Goods**

- 4.1 We have made every reasonable effort to ensure that the Goods conform to the technical drawings and samples provided in Our quote.
- 4.2 If you receive any Goods that do not conform to the technical drawings and samples under sub-Clause 4.1 you may return those Goods to Us as provided in Clause 8.

- 4.3 These Goods are bespoke manufactured from Us, We will provide the Goods to your specifications and requirements. A full design and technical specification will be provided for you in Our quotation for your acceptance.
- 4.4 It is important when ordering bespoke Goods that all information that you provide to Us is correct, accurate and complete. We cannot accept the return of any bespoke Goods if the return is due to incorrect information provided by you e.g. where the cabinetry does not fit your room dimensions. Please note that this does not affect your legal rights (including but not limited to those described in these terms and conditions).

## 5. Orders

- 5.1 All Orders for Goods made by you will be subject to these Terms and Conditions.
- 5.2 We will attempt to accommodate any changes requested after Order Confirmation but this will dependant on the stage that the cabinets are in during manufacture, in order to confirm the implications of any changes including delivery date and additional costs due to the cabinets being bespoke manufactured Goods.
- 5.3 If your Order is changed We will inform you of any change to the Price in writing.
- 5.4 We offer a `Money Back Guarantee` where you may cancel your Order at any time up to 14 days after the Goods have been delivered or collected the payment will be refunded to you within 14 days less a charge for collection equal to the delivery charge, subject to clause 4.4. If you request that your Order be cancelled, you must confirm this cancellation in writing via email to [customerservices@raqnbonecabinets.co.uk](mailto:customerservices@raqnbonecabinets.co.uk) within the 14days.
- 5.5 If the Goods are returned they must be returned in their entirety by the Customer to the Company in the same packaging (or similar appropriate packaging) and in the same condition as when they were received by the Customer e.g. not installed. Please note we recommend all Customers retain the packaging at the point of delivery if there are signs of damage or defect upon inspection.
- 5.6 We may cancel your Order at any time before We despatch the Goods in the following circumstances:
  - 5.6.1 An event outside of Our control continues for more than 30 days (please see Clause 11 for events outside of Our control).
- 5.7 If We cancel your Order under sub-Clause 5.5 and you have already paid for the Goods under Clause 6, the payment will be refunded to you within 5 days If We cancel your Order, the cancellation will be confirmed by Us in writing.

## 6. Price and Payment

- 6.1 The Price of the Goods will be that shown in Our quotation.
- 6.2 All Prices include VAT. If the rate of VAT changes between the date of your Order and the date of your payment, We will adjust the rate of VAT that you must pay. Changes in VAT will not affect any Prices where We have already received payment in full from you.
- 6.3 Our Prices detail separately the cost of delivery that is added on to the final

sum due.

- 6.4 All payments for Goods must be made in advance as detailed below
  - 6.4.1 Under certain circumstances a Design Fee may be charged circa £200 in order to commence concept drawings and is non-refundable if an Order Confirmation is not agreed.
  - 6.4.2 10% of Quotation value or a minimum £1,000 deposit paid to provide full technical drawings that is non-refundable if an Order Confirmation is not agreed.
  - 6.4.3 50% of Order value less deposit to be paid to start manufacture.
  - 6.4.4 Remaining 50% balance of Order value to be paid within 14 days prior to delivery.
  - 6.4.5 If a design fee is paid under clause 6.4.1 and an Order is placed, the design fee will be deducted from the remaining balance under clause 6.4.4
- 6.5 We accept the following methods of payment:
  - 6.5.1 BACS;
  - 6.5.2 Credit Card; subject to a 1.5% surcharge except when paying a deposit, American Express cards are not accepted.
- 6.6 If you do not make payment to Us by the due date in clause 6.6 as shown in the Order Confirmation We may charge you interest on the overdue sum at the rate of 4% per annum above the base lending rate of the Bank of England from time to time. Interest will accrue on a daily basis from the due date for payment until the actual date of payment of the overdue sum, whether before or after judgment. You must pay any interest due when paying an overdue sum.
- 6.7 The provisions of sub-Clause 6.10 will not apply if you have promptly contacted Us to dispute an invoice in good faith. No interest will accrue while such a dispute is on-going.

## 7. **Delivery**

- 7.1 Please note that delivery is currently only possible within mainland England, Wales and Scotland.
- 7.2 When We provide you with an Order Confirmation, We will provide an estimated delivery date. Please note that estimated delivery dates may vary due to circumstances beyond Our control.
- 7.3 Delivery will be deemed to have taken place when the Goods have been delivered to the delivery address indicated in your Order and you (or someone identified by you) have taken physical possession of the Goods.
- 7.4 If for any reason We are unable to deliver the Goods at your chosen delivery address, We will leave a note informing you that the Goods have been returned to Our premises, requesting that you contact Us to arrange re-delivery.
- 7.5 The responsibility (sometimes referred to as the “risk”) for the Goods remains with Us until delivery is complete as defined in sub-Clause 7.4 at which point it will pass to you.
- 7.6 You own the Goods once We have received payment in full for them.

- 7.7 You may only reject or cancel all of the Goods, not a portion of them.
- 7.8 we reserve the right to change an estimated delivery date during busy periods and will endeavour to provide 2 weeks-notice of any such changes.
- 7.9 As standard, deliveries are carried out by two members of staff. All deliveries are completed in Large Goods Vehicles. It is therefore necessary that you provide adequate information about delivery access to avoid any delays to your delivery. Please provide this information by completing the Delivery Checklist. We reserve the right to refuse delivery if the appropriate information is not supplied or is incorrect.
- 7.10 Failed Delivery Charges
- Our delivery team will keep you updated with as much information as possible when it comes to your deliveries. In the event that we arrive at the place of delivery and delivery is refused, we reserve the right to charge £200.00 excl. VAT, plus the additional delivery charge when the cabinetry is re-delivered. We reserve the right to charge for storage costs.
- 7.11 Split Delivery Policy
- Please be advised that in the event that a delivery is split into two drops to the same location (across different days), then a delivery charge will be made.
- Examples of this could include: A Customer makes a change to the Order
- 7.12 We will always advise you of the estimated lead-times at the point of order, and any changes to this will be communicated to you as soon as possible. We will endeavour to give you the shortest possible lead-times,.
- 7.13 Order Rescheduling
- Customers must notify Rag N Bone of any rescheduling requests prior to the week of delivery. We will endeavour to accommodate these requests subject to availability. However, requests made after the order has commenced production may result in additional charges. The feasibility of rescheduling depends on the production stage of the order and the availability of delivery slots. Also we reserve the right to charge for storage of the completed goods.
- Furthermore, please note that orders stored at the manufacturer after manufacture are at a higher risk of damage if delayed for extended periods due to operational constraints.
- If you wish to cancel or reschedule a delivery with less than one week's notice, or if the delivery cannot proceed due to outstanding balances, we reserve the right to charge a fee of £200.00 Ex VAT as a rescheduling and storage fee.
- 7.14 Waiting Time on Site
- Standard delivery time on site is set at 1.5 hours from the scheduled arrival time. In the event of poor access due to insufficient information provided on the delivery checklist, the delivery time on site may exceed the standard duration. Additional waiting time beyond the standard 1.5 hours will incur a charge of £80 per hour, billed in 15-minute increments. Charges for extended waiting time will be applicable to cover expenses related to the two men and truck involved in the delivery process. Customers are encouraged to ensure accurate and comprehensive information on the delivery checklist to minimise delays and additional charges.

## 7.15 Customer Responsibilities

It is the customer's responsibility to provide accurate and detailed information regarding access to the delivery site. Customers should ensure that the delivery path is clear and accessible for the delivery team to facilitate efficient delivery. Any changes in delivery requirements or site accessibility should be communicated to Ragn Bone at the earliest convenience to avoid delays and additional charges.

## 8. Faulty, Damaged or Incorrect Goods

8.1 By law, We must provide goods that are of satisfactory quality, fit for purpose and as per the Technical Drawings, samples and quotation. If any Goods you have purchased do not comply and, for example, have faults or are damaged when you receive them, or if you receive incorrect Goods, please contact Us as soon as reasonably possible to inform us of the fault, damage or error, and to arrange for a repair or replacement. Please note that if the Goods are incorrect as a result of your provision of incorrect information, rather than them not matching Our description, as explained in sub-Clause 4.4, you will not be able to return those Goods.

### 8.2 Faulty Items

- For the replacement of items with manufacturing faults, we must be notified in writing, by fax or email, within the warranty period. To return a faulty item:
- Report the fault via email to [customerservices@ragnbonecabinets.co.uk](mailto:customerservices@ragnbonecabinets.co.uk), including the order number, item code, description of fault and an image of the fault.
- Once we have received notification from yourselves, we will send you a collection note and order a replacement. The collection note should be attached to the faulty item.
- The item will be collected by one of our drivers when they are next in the area. If we are not visiting the area, the item will need to be returned by the customer at the customer's expense.
- The replacement item will be invoiced and then credited upon return of the original item, provided the following criteria are met:
- The fault has been reported within the applicable warranty period.
- The fault report includes an image.
- The fault is proven to be a manufacturing fault.
- PLEASE NOTE: Please do not return items without a collection note. Items cannot be credited without this paperwork and our drivers will not collect goods unless a collection note is attached.

As per all manufacturer warranties, we will replace any item proven to have a manufacturing defect, however we are not liable for fitting costs

8.3 Beginning on the day that you receive the Goods (and ownership of them) you have a 30 Calendar Day right to reject the Goods and to receive a full refund if they do not conform as stated above. If you do not wish to reject the Goods, or if the 30 Calendar Day period has expired, you may request that the Goods are repaired or replaced. Within the first six months after you have received the Goods, you are entitled to a repair or replacement

unless We can prove that the defect was not present at the time you bought the Goods. After the first six months, you must prove to Us that the defect was present at the time of purchase in order to qualify for a repair or replacement. We will bear any associated costs and will carry out the repair or replacement within a reasonable time and without significant inconvenience to you. If you request a repair or replacement during the first 30 Calendar Day period, that period will be suspended while We carry out the repair or replacement and will resume on the day that you receive the replacement or repaired Goods. If less than 7 Calendar Days remain out of the original period, it will be extended to 7 Calendar Days.

- a) If, after a repair or replacement, the Goods still do not conform (or if We cannot repair or replace them, as described above, or have failed to act within a reasonable time and/or without causing you significant inconvenience), you may have the right either to keep the Goods at a reduced price, or to reject them in exchange for a refund.
  - b) If you exercise this final right to reject the Goods more than six months after you receive them (and ownership of them), we may reduce any refund to reflect the use you have had of the Goods.
  - c) Within a period of six years after you receive the Goods (and ownership of them), if a defect occurs, please notify us and we fix the defect in a reasonable time period. Please remember that after six months have passed since you received the Goods, the burden of proof will be on you to prove that the defect or non-conformity existed prior to delivery.
- 8.4 To return Goods to Us You will need to request that We collect the Goods from you, this will incur a charge to be confirmed dependant on location, to be paid before the collection. Please ensure that the Goods are ready for collection at the agreed time and location. We are solely responsible for collecting the Goods in this case, however We may appoint a third-party carrier to collect them in which case We will provide you with all relevant details.
- 8.5 Refunds (whether full or partial, including reductions in price) under this Clause 8 will be issued within 14 Calendar Days of the day on which We agree that you are entitled to the refund.
- 8.6 Any and all refunds issued under this Clause 8 will include all delivery costs paid by you when the Goods were originally purchased.

## 9. **Our Liability**

- 9.1 Nothing in these terms shall limit or exclude our liability for:
- death or personal injury caused by our negligence;
  - fraud or fraudulent misrepresentation;
  - breach of your legal rights in relation to the goods, including the right to receive goods which are as described, of satisfactory quality, and fit for purpose;
  - defective products under the Consumer Protection Act 1987
- 9.1 To the fullest extent permitted by law, Rag N Bone Cabinet Makers Ltd shall not be liable for any indirect, incidental, special, or consequential loss or damage, including but not limited to loss of profit, loss of business, or loss of

data, arising out of or in connection with the use of our website or the purchase of goods via distance selling.

- 9.2 We shall not be held responsible for any failure or delay in performing our obligations under these terms where such failure or delay results from any event beyond our reasonable control.
- 9.3 While we take reasonable care to ensure the accuracy of product descriptions and content on our website, we do not guarantee that the content is free from errors or omissions. Product images are for illustrative purposes only.
- 9.4 This clause does not affect your statutory rights under the Consumer Rights Act 2015 or the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013.

## 10. **Events Outside of Our Control (Force Majeure)**

- 10.1 We will not be liable for any failure or delay in performing Our obligations where that failure or delay results from any cause that is beyond Our reasonable control. Such causes include, but are not limited to: power failure, internet service provider failure, strikes, lock-outs or other industrial action by third parties, riots and other civil unrest, fire, explosion, flood, storms, earthquakes, subsidence, acts of terrorism (threatened or actual), acts of war (declared, undeclared, threatened, actual or preparations for war), epidemic or other natural disaster, or any other event that is beyond Our reasonable control.
- 10.2 If any event described under this Clause 10 occurs that is likely to adversely affect Our performance of any of Our obligations under these Terms and Conditions:
  - 10.2.1 We will inform you as soon as is reasonably possible;
  - 10.2.2 Our obligations under these Terms and Conditions will be suspended and any time limits that We are bound by will be extended accordingly;
  - 10.2.3 We will inform you when the event outside of Our control is over and provide details of any new dates, times or availability of Goods as necessary;
  - 10.2.4 If the event outside of Our control continues for more than 30 days We will cancel the Contract and inform you of the cancellation. Any refunds due to you as a result of that cancellation will be paid to you as soon as is reasonably possible;
  - 10.2.5 If an event outside of Our control occurs and you wish to cancel the Contract, you may do so in accordance with your right to cancel under sub-Clause 5.4 above.

## 11. **Communication and Contact Details**

- 11.1 If you wish to contact Us, you may do so by telephone at 0151 559 4848 or by email to [customerservices@ragnbonecabinets.co.uk](mailto:customerservices@ragnbonecabinets.co.uk).
- 11.2 In certain circumstances you must contact Us in writing (when cancelling an Order, for example). When contacting Us in writing you may use the following methods:
  - 11.2.1 Contact Us by email at [customerservices@ragnbonecabinets.co.uk](mailto:customerservices@ragnbonecabinets.co.uk) or

11.2.2 Contact Us by pre-paid post to 14a Turnstone Business Park, Mulberry Avenue, Widnes, WA80WN, Please send recorded delivery with receipt.

## 12. **Complaints and Feedback**

12.1 We always welcome feedback from Our customers and, whilst We always use all reasonable endeavours to ensure that your experience as a customer of Ours is a positive one, We nevertheless want to hear from you if you have any cause for complaint.

12.2 All complaints are handled in accordance with Our complaints handling policy and procedure, available from [www.ragnbonecabinets.co.uk](http://www.ragnbonecabinets.co.uk) and see Contact Us footer.

12.3 If you wish to complain about any aspect of your dealings with Us, please contact Us in one of the following ways:

12.3.1 In writing, addressed to Rag n Bone Cabinet Makers, 14a Turnstone Business Park, Mulberry Avenue, Widnes, WA80WN

12.3.2 By email, addressed to [customerservices@ragnbonecabinets.co.uk](mailto:customerservices@ragnbonecabinets.co.uk)

12.3.3 Using Our complaints form, following the instructions included with the form;

12.3.4 By contacting Us on 0151 559 4848

## 13. **How We Use Your Personal Information (Data Protection)**

We will only use your personal information as set out in Our Privacy Policy available from our website [www.ragnbonecabinets.co.uk](http://www.ragnbonecabinets.co.uk) see Contact Us footer.

## 14. **Other Important Terms**

14.1 The Contract is between you and Us. It is not intended to benefit any other person or third party in any way and no such person or party will be entitled to enforce any provision of these Terms and Conditions (except the benefit of the extended return period (guarantee) in Clause 8).

14.2 If any of the provisions of these Terms and Conditions are found to be unlawful, invalid or otherwise unenforceable by any court or other authority, that / those provision(s) shall be deemed severed from the remainder of these Terms and Conditions. The remainder of these Terms and Conditions shall be valid and enforceable.

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

## 15. **Governing Law and Jurisdiction**

15.1 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 England & Wales

15.2 As a consumer, you will benefit from any mandatory provisions of the law in

your country of residence. Nothing in Sub-Clause 15.1 above takes away or reduces your rights as a consumer to rely on those provisions.

- 15.3 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.

## 16. **Customer Obligations for Testimonial and Publicity Materials**

- 16.1 **Obligation to Provide Testimonial and Publicity Materials:** As a condition of the agreed price and completion of this sale, you agree to provide Rag n Bone with a written or recorded testimonial within 90 days or date to be agreed, after finalising the installation of the Rag N Bone Cabinetry and your living space. The testimonial shall reflect your honest experience and feedback.
- 16.2 **Provision of Publicity Materials:** You also agree to allow Rag n Bone to take professional photos or videos of the installed cabinetry, along with any additional content reasonably requested by Ragn Bone to support promotional efforts.
- 16.3 **License and Permission to Use Materials:** By providing these materials, you grant Rag n Bone a non-exclusive, royalty-free, worldwide, and irrevocable license to use, reproduce, edit, and publish the testimonial and materials across various media, including but not limited to Rag n Bone`s website, social media platforms, advertising, and other promotional materials.
- 16.4 **No Additional Compensation:** The provision of the testimonial and publicity materials is included in the agreed price of the sale. You acknowledge that no additional compensation, royalties, or other financial benefits will be provided for this obligation.

**Please advise us if do not wish to provide a Testimonial or Publicity Materials**