

## **The Main Company standard terms and conditions for the sale of goods and supply of services to consumers**

These terms and conditions apply to the sale of our goods, including:

- fitted kitchen furniture and other fitted furniture (both bespoke and non-bespoke);
- bespoke furniture that is not fitted furniture;
- other furniture that is not bespoke or fitted; and
- flooring, cladding and doors,

and our supply of installation services to consumers only. A consumer is an individual who when purchasing our goods or otherwise interacting with us is acting for purposes which are wholly or mainly outside that individual's trade, business, craft or profession.

For our terms and conditions relating to the sale of goods and services to businesses, please refer to our business-to-business terms and conditions at: <https://maincompany.co.uk/wp-content/uploads/2020/04/Business-to-Business.pdf>

Please note that additional terms apply in relation to the sale of flooring, cladding and doors. To view these additional terms, please refer to the flooring terms at <https://maincompany.co.uk/wp-content/uploads/2024/02/flooring-guidance-and-additional-terms-14122023.pdf> , cladding terms at <https://maincompany.co.uk/wp-content/uploads/2024/02/cladding-guidance-and-additional-terms-02022024.pdf> and door terms at <https://maincompany.co.uk/wp-content/uploads/2024/02/sliding-barn-doors-guidance-and-additional-terms-31012024.pdf>, as applicable.

### **Where to find information about us, our goods and our services**

You can find everything you need to know about us, The Main Company (York) Ltd, and our goods and services on our website at: <https://maincompany.co.uk/>, in our brochures or from our sales staff before you order. Where you don't receive the goods immediately at our store, we also confirm the key information to you in writing before and/or after you order (as the case may be) either by email or on paper.

### **Placing an order with us and our process for providing our goods and/or services to you**

The process for placing an order with us depends on the goods and services you are ordering. Please refer to the information below for details of each of the order processes that might apply to your purchase.

**Placing an order with us for bespoke fitted kitchen furniture or other bespoke fitted furniture.** If you are looking to purchase bespoke fitted kitchen furniture or other bespoke fitted furniture from us, then the following order process will apply.

1. You will need to provide us with some basic information about the space the furniture is to be fitted into, for instance basic room measurements, pictures, basic outline drawing or an architect's drawing of the space.
2. Once we have an understanding of what you might like and your budget we will prepare a basic plan of the proposed fitted furniture and how it will look and fit into the space along with a basic provisional quotation. We retain ownership of any rights (including copyright and design rights) in our designs meaning that you cannot do certain things with our designs without our permission, including copying our designs, altering our designs, making and fitting furniture to our design, or providing our designs to someone else for them to do so. However, see the section headed "Rights in our designs" for when we give you permission to use our designs in certain ways.
3. If you like the design, we will provide you with a 2D elevation plan and updated detailed "**Quotation Document**" reflecting the further detail we have and any amendments made to the design, containing our costs estimate for supplying the fitted furniture and providing our services to install the fitted furniture. The Quotation Document will also contain a payment schedule. The Quotation Document is valid for a period of 30 days from the date we provide this document to you. During this 30-day period, if you would like to proceed with your purchase, you can place an order with us for the goods and/or services outlined in the Quotation Document. Your order constitutes an offer to purchase the goods and/or services on the basis of the terms set out in the Quotation Document together with these terms and conditions. We reserve the right to update the Quotation Document in accordance with paragraph 6(iii) below.
4. When you place your order you will be required to make an advance payment which will be up to 30% of the overall estimate amount and will be clearly stated in your Quotation Document.

5. We will either accept or reject your order and confirm this in writing. If we reject your order, we will return any advance payment you have made to us in full. If we accept your order, a contract will be formed between you and us on the basis of the terms set out in your Quotation Document together with these terms and conditions. We will then use our reasonable endeavours to arrange a suitable time with you to visit your home for the purpose of conducting a basic survey of the space that the fitted furniture will be fitted into and to take measurements required for the purpose of fulfilling our obligations under this agreement.
6. We will then provide you with our “**Design Service**”, which will include us:
  - i. arranging a suitable time with you to visit your home for the purpose of conducting a survey of the space that the fitted furniture will be fitted into and to take detailed measurements required for the purpose of fulfilling our obligations under this agreement;
  - ii. producing a detailed design using our CAD software which will be materially based on the basic design we provided to you with your Quotation Document but with revisions based on your desired specification, your more detailed instructions, our measurements of the space and our survey of the space; and
  - iii. providing you with an updated Quotation Document which contains updated costs information and other revised information (as required) in relation to the goods and/or services to be provided based on the detailed design we produce as part of our Design Service.
7. Once you have reviewed your updated Quotation Document, you have a choice whether to proceed with your purchase or not.
  - i. **If you would still like to proceed with your purchase on the basis of the information contained in your updated Quotation Document.** If you notify us that you wish to proceed with your purchase, we will use our reasonable endeavours to arrange a suitable time with you to deliver your goods and/or provide our services (including our installation services as the case may be). The scheduling of delivery of your goods and supply of our services will be subject to availability of our staff and/or third party contractors. Any dates we provide are estimates only and may be subject to change.

- ii. **If, once you receive our updated Quotation Document, you no longer wish to proceed with your purchase.** If you wish to cancel your purchase in these circumstances, you must let us know and confirm this to us in writing. Your order will be cancelled and, where you have made an advance payment, we will look to return this to you. However, your advance payment may be subject to deductions as follows. If you cancel your order, we will charge you for our Design Service which you may have received in full or part. The charge for our Design Service will include, where applicable, our costs incurred for travelling to your home to complete the survey and take measurements which will be accounted for at the actual cost to us and our standard fee for taking your instructions and producing a detailed design using our CAD software which is between £350 - £650 plus applicable VAT for fitted kitchen furniture designs and between £100 - £300 plus applicable VAT for any other fitted furniture designs depending on the size and complexity of design. If you cancel your order before we have provided our Design Service in full, you will only be charged a proportional amount of the charges set out above for the services provided up until the date you cancel. Charges for the Design Service will be deducted from any advance payment you might have made before we return this to you and where you have not made an advance payment we will provide you with an invoice in respect of the charges which you must pay within 14 days from the date of the invoice.

**Placing an order with us for bespoke goods that is not fitted furniture.** If you are looking to purchase bespoke goods from us (that is not fitted furniture), then the following order process will apply.

1. You will need to provide us with some basic information about the goods that you would like us to design and manufacture. This might include a basic drawing or a description of what it is you want us to make for you.
2. We will review the information you have provided to us and issue you with a **“Quotation Document”** containing our proposed specification for the goods and a fixed costs quote for producing a detailed design of the goods using CAD software, making the goods to the design and specification provided and, where required, delivering the goods to you.

3. The Quotation Document is valid for a period of 30 days from the date we provide this document to you. During this 30 day period, if you would like to proceed with your purchase, you can place an order with us for the goods and/or services outlined in the Quotation Document. Your order constitutes an offer to purchase the goods and/or services on the basis of the terms set out in the Quotation Document together with these terms and conditions.
4. When you place your order you will be required to make an advance payment which will be up to 30% of the overall estimate amount and will be clearly stated in your Quotation Document.
5. We will then either accept or reject your order and confirm this in writing. If we reject your order, we will return any advance payment you have made to us in full. If we accept your order, a contract will be formed between you and us on the basis of the terms set out in your Quotation Document together with these terms and conditions.
6. We will then provide you with our “**Design Service**”, which will include us:
  - i. if required, using our reasonable endeavours to arrange a suitable time with you to visit your home take detailed measurements or perform any other task which might be necessary for us to perform our obligations under this agreement;
  - ii. producing a detailed design of the goods using our CAD software which will be materially based on the specification contained in the Quotation Document; and
  - iii. providing you with an updated Quotation Document which contains revised information (including the specification) in relation to the goods and/or services to be provided based on the detailed design we produce as part of our Design Service.
7. Once you have reviewed your updated Quotation Document, you have a choice whether to proceed with your purchase or not.
  - i. **If you would still like to proceed with your purchase on the basis of the information contained in your updated Quotation Document.** If you notify us that you wish to proceed with your purchase, we will use our reasonable

endeavours to arrange a suitable time with you to deliver your goods. We may deliver this ourselves or we may sub-contract delivery to a third party (who will be a business selected by us based on the level of service they provide). We will contact you once your goods are ready for delivery and/or collection from our premises to arrange a delivery and/or collection date, as the case may be. Unless stated otherwise, the delivery date and/or collection date provided will be an estimate only.

- ii. **If, once you receive our updated Quotation Document, you no longer wish to proceed with your purchase.** If you wish to cancel your purchase in these circumstances, you must let us know and confirm this to us in writing. Your order will be cancelled and, where you have made an advance payment, we will look to return this to you. However, your advance payment may be subject to deductions as follows. If you cancel your order, we will charge you for our Design Service which you may have received in full or part. The charge for our Design Service will include, where applicable, our costs incurred for travelling to your home to take measurements (or complete any other tasks required, as referred to above) which will be accounted for at the actual cost to us and our standard fee for taking your instructions and producing a detailed design using our CAD software which is £100 plus applicable VAT. If you cancel your order before we have provided our Design Service in full, you will only be charged a proportional amount of the charges set out above for the services provided up until the date you cancel. Charges for the Design Service will be deducted from any advance payment you might have made before we return this to you and where you have not made an advance payment we will provide you with an invoice in respect of the charges which you must pay within 14 days from the date of the invoice.

**Placing an order with us for goods that are not fitted furniture or bespoke, and/or for ex-display goods whether fitted or not.** If you are looking to purchase from us goods that are ex-display (whether fitted or not) and/or other goods which are neither fitted nor bespoke, then the following order process will apply. This section does not apply to flooring, cladding or doors.

1. When you have selected goods you would like to purchase, you must place an order with us or if you are making your purchase in-store, you must make an offer to purchase the goods to a member of our staff.
2. Your order constitutes an offer to purchase the goods and/or services on the basis of the details accompanying the goods where they are on sale together with these terms and conditions.
3. When you place your order (or otherwise offer to purchase the goods) you will be required to make payment as set out under the section headed "When we charge you - We charge you when you order goods that are not fitted furniture or bespoke and/or goods that are ex-display whether fitted or not".
4. We will then either accept or reject your order and confirm this in writing or, if you are making your purchase in store, by taking payment for the goods. If we reject your order, we will return any monies you have paid to us in full. If we accept your order, a contract will be formed between you and us on the basis of the terms set out in these terms and conditions.
5. Goods are available for collection or delivery. If you notify us that you would like us to deliver your goods to you, we will use our reasonable endeavours to arrange a suitable time with you to deliver your goods. We may deliver this ourselves or we may sub-contract delivery to a third party. We will contact you once your goods are ready for delivery to arrange a delivery date, which unless stated otherwise will be an estimate only. If you notify us that you would like to collect your goods from one of our showrooms, we will use our reasonable endeavours to arrange a suitable time with you for you to collect the goods.

**Placing an order for flooring, cladding or doors (except sliding barn doors).** If you are looking to purchase from us flooring, cladding or doors (except sliding barn doors), then the following order process will apply.

1. You, or a third party instructed by you to assist in your purchase, will need to provide us with detailed and accurate information required by us, including information about the space the flooring, cladding or doors (except sliding barn doors), as applicable, is to be fitted into, for instance accurate room measurements, pictures, basic outline drawing or an architect's drawing of the space.

2. We will review the information you have provided to us and issue you with a “**Quotation Document**” containing our proposed specification for the goods and costs for supplying the goods and providing our services to install the goods, if required. The Quotation Document will also contain a payment schedule. The Quotation Document is valid for a period of 30 days from the date we provide this document to you. During this 30-day period, if you would like to proceed with your purchase, you can place an order with us for the goods and/or services outlined in the Quotation Document. Your order constitutes an offer to purchase the goods and/or services on the basis of the terms set out in the Quotation Document together with these terms and conditions. We reserve the right to update the Quotation Document in accordance with paragraph 5 below.
3. When you place your order, you will be required to make an advance payment which will be up to 30% of the overall amount and will be clearly stated in your Quotation Document.
4. We will either accept or reject your order and confirm this in writing. If we reject your order, we will return any advance payment you have made to us in full. If we accept your order, a contract will be formed between you and us on the basis of the terms set out in your Quotation Document together with these terms and conditions as well as those other terms contained in our guidance and terms for flooring, cladding and/or doors, as applicable, which can be found here: <https://maincompany.co.uk/terms-and-conditions/>
5. In relation to doors only (excluding sliding barn doors), we will provide you with a simple design drawing which will be materially based on the specification contained in the Quotation Document. We reserve the right to update the Quotation Document as required to respond to any changes in the specification required and/or any applicable price adjustments. Once you have reviewed the design and/or updated Quotation Document, you have a choice whether to proceed with your purchase or not.
  - i. **If you would still like to proceed with your purchase on the basis of the design drawing and/or updated Quotation Document provided.** If you notify us that you wish to proceed with your purchase, the terms of paragraph 6 (below) will apply.

- ii. **If you no longer wish to proceed with your purchase on the basis of the design drawing and/or updated Quotation Document provided.** If you wish to cancel your purchase in these circumstances, you must let us know and confirm this to us in writing. Your order will be cancelled and, where you have made an advance payment, we will look to return this to you.
6. If we accept your order (and, where applicable, you have agreed to the design drawing provided pursuant to paragraph 5 above), we will use our reasonable endeavours to arrange a suitable time with you to deliver your goods. We may deliver this ourselves or we may sub-contract delivery to a third party (who will be a business selected by us based on the level of service they provide). Where possible, we will provide you with options in relation to delivery, including palletised delivery or delivery by courier. We will contact you once your goods are ready for delivery and/or collection from our premises to arrange a delivery and/or collection date, as the case may be. Unless stated otherwise, the delivery date and/or collection date provided will be an estimate only.
  7. Unless we agree otherwise in writing with you, you will be responsible for unloading the goods when they are delivered to you. It is your responsibility to ensure that suitable persons are available at the time of delivery to unload the goods in a timely manner and/or have hire the use of a forklift truck (if desired) to assist you in unloading the goods.

**Placing an order with us for sliding barn doors and sliding barn door rails.** If you are looking to purchase sliding barn doors from us, then the following order process will apply.

1. When you have selected goods you would like to purchase, you must place an order with us or, if you are making your purchase in-store, you must make an offer to purchase the goods to a member of our staff. You will need to provide us with accurate information in relation to the goods, including measurements for the sliding barn door and/or sliding barn door rail.
2. We will provide you with a fixed cost for the goods based on the information you have provided, including your chosen specification for the goods and estimate delivery costs, if delivery is required.

3. Your order constitutes an offer to purchase the goods on the basis of the details accompanying the goods where they are on sale and the information you have provided to us in relation to the goods (including measurements and selected specification) together with these terms and conditions as well as those other terms contained in our guidance and terms for sliding barn doors and sliding barn door rails, which can be found here: <https://maincompany.co.uk/wp-content/uploads/2024/02/sliding-barn-doors-guidance-and-additional-terms-31012024.pdf>
4. When you place your order (or otherwise offer to purchase the goods) you will be required to make payment as set out under the section headed “When we charge you - We charge you when you order goods that are sliding barn doors and sliding barn door rails”.
5. We will then either accept or reject your order and confirm this in writing or, if you are making your purchase in store, by taking payment for the goods. If we reject your order, we will return any monies you have paid to us in full. If we accept your order, a contract will be formed between you and us on the basis of the terms set out in these terms and conditions as well as those other terms contained in our guidance and terms for sliding barn doors and sliding barn door rails, which can be found here: <https://maincompany.co.uk/wp-content/uploads/2024/02/sliding-barn-doors-guidance-and-additional-terms-31012024.pdf>
6. Goods are available for collection or delivery. If you notify us that you would like us to deliver your goods to you, we will use our reasonable endeavours to arrange a suitable time with you to deliver your goods. We may deliver this ourselves or we may subcontract delivery to a third party. We will contact you once your goods are ready for delivery to arrange and/or notify you of a delivery date, which unless stated otherwise will be an estimate only. If you notify us that you would like to collect your goods from one of our showrooms, we will use our reasonable endeavours to arrange a suitable time with you for you to collect the goods.

### **Sometimes we reject orders**

Sometimes we reject orders, for example, because the goods may be unexpectedly out of stock, or because we are unable to source certain materials or because you are located outside the UK or our delivery areas as stated on our website and in our marketing, or because the goods and/or services

were mispriced by us. When this happens, we let you know as soon as possible and refund any sums you have paid.

### **When we charge you**

**We charge you when we supply and/or install your fitted kitchen furniture or other fitted furniture.** We require an advance payment from you as outlined in the section headed “Placing an order with us and our process for providing our goods and/or services to you”. We then take payments at regular intervals, as explained to you during the order process and set out in your payment schedule. The balance of any amount owing to us must be paid when we have completed installation of your goods in accordance with our terms and conditions.

**We charge you when we deliver your bespoke goods (which is not fitted furniture), flooring, doors (excluding sliding barn doors) and cladding.** We require an advance payment from you as outlined in the relevant part of the section headed “Placing an order with us and our process for providing our goods and/or services to you”. The balance of any amount owing to us must be paid before we deliver the goods to you.

**We charge you when you order goods that are not fitted furniture or bespoke and/or goods that are ex-display whether fitted or not.** We take payment from you in full when you place your order with us for ex-display goods (whether fitted or not), other goods which are not bespoke goods or fitted furniture. We must receive payment in full before we deliver the goods to you. This paragraph does not apply to flooring, cladding or doors.

**We charge you when you order goods that are sliding barn doors and sliding barn door rails.** We take payment from you in full when you place your order with us for sliding barn doors and sliding barn door rails. We must receive payment in full before we deliver the goods to you.

You will own the goods we have supplied once we have received payment of all outstanding amounts in full.

### **We charge interest on late payments**

If we're unable to collect any payment you owe us we charge interest on the overdue amount at the rate of 3% a year above the Bank of England base rate from time to time. This interest accrues on a daily basis from the due date until the date of actual payment of the overdue amount, whether before or after judgment. You pay us the interest together with any overdue amount.

## **We pass on increases in VAT**

If the rate of VAT changes between your order date and the date we supply the product, we adjust the rate of VAT that you pay, unless you have already paid in full before the change in the rate of VAT takes effect.

## **Rights in our designs**

We retain ownership of any rights (including copyright and design rights) in our designs meaning that our permission is needed for you to do certain things with those designs. Following our receipt of payment in full for our Design Service (whether this is if you do not wish to proceed with your purchase following an updated Quotation Document or otherwise) we permit you to use our designs for your goods the purposes of you or somebody appointed by you making and fitting furniture to those designs (including any alteration you make to them) provided that the furniture is for your own domestic use. This does not prevent us from using those designs ourselves or granting a similar permission to other customers.

## **Your input in our designs**

Where you provide ideas, materials and/or other input for the design of your furniture, you must make sure that they have not been copied from anybody else's work unless you have all necessary permissions. You permit us to use the ideas, materials and input for the purposes of creating your design and goods. If our use of your ideas, materials and/or input causes us to infringe the rights of anybody else when supplying your furniture (for example the owner of a design which has been copied) you must reimburse us any losses, costs and expenses we reasonably incur as a result.

## **We're not responsible for delays outside our control**

If our supply of your goods and/or services is delayed by an event outside our control, such as delays caused by supply issues, government restrictions, war or a pandemic, we contact you as soon as possible to let you know and do what we can to reduce the delay. As long as we do this, we won't compensate you for the delay, but if the delay is likely to be substantial you can contact our customer service team: <https://maincompany.co.uk/contact/> to end the contract and receive a refund for any goods and/or services you have paid for in advance, but not received, less reasonable costs we have already incurred including costs for design services we have provided.

## **Goods can vary slightly from their pictures or samples provided to you**

The true colour of goods may not exactly match that shown on your device, in our showroom, in our marketing, or in any sample provided to you, or their packaging may be slightly different. Most of our goods are handmade, meaning that all sizes, weights, capacities, dimensions and measurements indicated by us can be out by up to 2%. Due to the nature of some of our goods, including those made using reclaimed wood, the exact appearance of the goods may vary based on the individual characteristics of the raw materials used.

**You're responsible for making sure your measurements are accurate**

If we've asked you for measurements relating to the goods and/or services, you're responsible for making sure those measurements are correct. Find information and tips on how to measure on our website, including in our published guidance in relation to the goods as amended from time to time, or contact our customer service team: <https://maincompany.co.uk/contact/>

**We charge you if you don't give us information we need or do preparatory work as agreed with us or if further work is required**

We charge you additional sums if you don't give us information we've asked for about how we can access your property for delivery, installation or to provide services or if you don't do preparatory work for installation, as agreed with us. For example, we might need to reschedule the services.

We may also charge you if additional work is required which is not set out in your Quotation Document. For example, if we arrive on site to install flooring and there is substandard substrate which requires work which was not anticipated to correct prior to installing the flooring.

**In relation to flooring, cladding and doors, you're responsible for compliance with the guidance (including installation guidance) and additional terms contained in our guidance documentation relating to each of the aforementioned goods as published on our website and amended from time to time.**

We cannot be held responsible for damage or defects caused to goods installed or maintained otherwise than in accordance with our guidance and terms published on our website from time to time in relation to each of the outlined above goods, which can be viewed here:

<https://maincompany.co.uk/terms-and-conditions/>

**If you have bought goods online, by mail order or over the phone you may have a legal right to change your mind**

**When you can't change your mind.** You can't change your mind about an order for:

1. bespoke fitted goods or other bespoke goods. If you have placed an order for bespoke fitted goods or other bespoke goods, you do not have a legal right to change your mind about the order (except where expressly stated otherwise in these terms and conditions);
2. goods which become mixed inseparably with other items after their delivery. For instance, if your fitted furniture has been installed or otherwise fitted together, you may not be able to change your mind about your order;
3. services if we have provided the service (and you must pay for any services provided up until the time you cancel); or
4. goods which you purchase in our store.

**Our goodwill guarantee.** We offer our customers a goodwill guarantee for certain goods purchased in our store, which is more generous than your legal rights. This means that we allow you to change your mind in relation to certain goods which were purchased in-store if you return the goods to our store within 14 days from the date of purchase. We will only provide you with a refund if the goods are in a new and unused condition and wherever possible in the original packaging. This goodwill guarantee does not apply to bespoke goods, fitted goods, ex-display goods, goods which have become mixed inseparably with other items after delivery, or goods sold with a fault or defect which you were aware of at the time of the purchase or would have been made aware of upon a reasonable inspection of the goods. Where applicable, if tags have been removed, we may be unable to provide you with a refund. To exercise your rights under this goodwill guarantee, when you bring the goods to our store you will need to bring with you the receipt and the card you paid with (if you paid by card). Unless the goods were sold with a fault or defect which you were aware of at the time of the purchase or would have been made aware of upon a reasonable inspection of the goods, this goodwill guarantee does not affect your legal rights if there is something wrong with your goods (please refer to the section below titled "You have rights if there is something wrong with your goods or our services" in this regard).

**You may have a legal right to change your mind about an order for non-bespoke furniture (including ex-display furniture).** If you order furniture which is not bespoke or otherwise made to your specification (including ex-display furniture), and do so online, by mail order or

over the phone, then you may have a legal right to change your mind. This is subject to some conditions including the following:

1. if you change your mind about the goods, you must let us know no later than 14 days after the day we deliver your goods. If the goods are split into several deliveries over different days, the period runs from the day after the last delivery; and
2. we will arrange for collection of the goods (either by us or a third party) and you will be responsible for payment of all applicable charges for collecting the goods. The collection charge will be equal to the amount you paid for delivery of the goods (unless our cost incurred in collecting the goods is actually cheaper than the amount you paid for delivery in which case you will only be responsible for payment of the lesser amount).

**How to let us know.** To let us know you want to change your mind, contact our customer service team: <https://maincompany.co.uk/contact/> or call us on 014230330451.

**We only refund standard delivery costs.** We don't refund any extra you have paid for express delivery or delivery at a particular time.

**You have to pay for services you received before you change your mind.** If you bought a service (such as our installation service) we don't refund you for the time you were receiving it before you told us you'd changed your mind.

**We reduce your refund if you have used or damaged the goods.** If you handle the goods in a way which would not be acceptable in-store or is not in accordance with our guidance (or the manufacturer's guidance) which may be provided to you or published on our website as updated from time to time, we reduce your refund to compensate us for its reduced value. For example, we reduce your refund if the good's condition is not as delivered, the packaging is damaged or accessories are missing. In some cases, because of the way you have treated the goods, no refund may be due.

**When and how we refund you.** If your product is a service, digital content or goods that haven't been delivered or that we're collecting from you, we refund you as soon as possible and within 14 days of you telling us you've changed your mind. We refund you by the method you used for payment. We don't charge a fee for the refund.

## You have rights if there is something wrong with your goods or our services

If you think there is something wrong with the goods and/or services we have provided, you must contact our customer service team: <https://maincompany.co.uk/contact/> Your legal rights are summarised below. These are subject to certain exceptions. For detailed information please visit the Citizens Advice website [www.citizensadvice.org.uk](http://www.citizensadvice.org.uk).

### Summary of your key legal rights

If your product is **goods**, for example furniture, the Consumer Rights Act 2015 says goods must be as described, fit for purpose and of satisfactory quality. During the expected lifespan of your product your legal rights entitle you to the following:

- up to 30 days: if your goods are faulty, then you may be entitled to a refund;
- up to six months: if your goods can't be repaired or replaced, then you're entitled to a full refund, in most cases; and
- up to six years: if your goods do not last a reasonable length of time you may be entitled to some money back.

If your product is **digital content**, for example design drawings you have paid for, the Consumer Rights Act 2015 says digital content must be as described, fit for purpose and of satisfactory quality:

- if your digital content is faulty, you're entitled to a repair or a replacement;
- if the fault can't be fixed, or if it hasn't been fixed within a reasonable time and without significant inconvenience, you can get some or all of your money back; and
- if you can show the fault has damaged your device and we haven't used reasonable care and skill, you may be entitled to a repair or compensation.

If your product is **services**, for example design and installation services, the Consumer Rights Act 2015 says:

- you can ask us to repeat or fix a service if it's not carried out with reasonable care and skill, or get some money back if we can't fix it;

- if a price hasn't been agreed upfront, what you're asked to pay must be reasonable; and
- if a time hasn't been agreed upfront, it must be carried out within a reasonable time.

## **We can change goods, services and these terms**

**Changes we can always make.** We can always change any of our goods and/or services:

1. to reflect changes in relevant laws and regulatory requirements, for instance in relation to health and safety;
2. to make minor technical adjustments and improvements. These are changes that don't affect your use of the goods; and
3. to update digital content, provided that the digital content always matches the description of it that we provided to you before you bought it. We might ask you to install or use these updates.

**Changes we can only make if we give you notice and an option to terminate.** We can also make the following types of change to the goods, services or these terms, but if we do so we'll notify you and you can then contact our customer service team:

<https://maincompany.co.uk/contact/> to end the contract before the change takes effect and receive a refund for anything you've paid for in advance, but not received:

1. where you have purchased specific goods and we are not able to provide what you have purchased as a result of matters beyond our control (such as unavailability from our suppliers) we will notify you of this and where possible offer substituted or replacement goods. If you do not wish to accept the substituted or replacement goods you can end the contract as referred to above; or
2. where you have purchased bespoke goods and we need to make material changes to the specification and/or design of the goods as a result of matters beyond our control or to address practical issues with the specification and/or design we will notify you of this and where possible offer a revised or amended specification and/or design for the goods. If you do not wish to accept the revised or amended specification and/or design for the goods you can end the contract as referred to above.

## **We can suspend supply (and you have rights if we do)**

**We can suspend the supply of goods and/or services. We do this to:**

1. deal with technical problems or make minor technical changes;
2. deal with matters of supply that are beyond our control;
3. update the goods and/or services to reflect changes in relevant laws and regulatory requirements;
4. make changes to the goods and/or services; or
5. cancel or postpone the supply of services where this is reasonably necessary either:
  - i. as a result of any national or local event such as a pandemic and/or the regulations and/or guidance imposed upon us in response to it; or
  - ii. for any other reason beyond our reasonable control (for example, illness or unavailability of key staff affecting us or our suppliers, unavailability of specific goods, strikes, natural events such as extreme weather conditions, national emergencies and other events beyond our reasonable control).

**We let you know, may adjust the price and may allow you to terminate.** We contact you in advance to tell you we're suspending supply, unless the problem is urgent or an emergency. If we suspend supply, or tell you we're going to suspend supply, for more than 6 months you can contact our customer service team: <https://maincompany.co.uk/contact/> to end the contract and (save in the case of the supply of services which is postponed for any of the reasons referred to in the previous section) we'll refund any sums you've paid in advance for goods and/or services you won't receive.

## **We can end our contract with you**

We can end our contract with you and claim any compensation due to us if:

1. you don't make any payment to us when it's due, including any advance payment required, and you still don't make payment within 7 days of our reminding you that payment is due;

2. you don't, within a reasonable time of us asking for it, provide us with information, cooperation or access that we need to provide the goods and/or services, for example you do not cooperate with us to arrange a suitable date or time for us to attend your property (as may be required) to take necessary measurements and/or conduct a survey;
3. you provide us with information which is materially incorrect as a result of which we cannot reasonably proceed with the contract;
4. you don't, within a reasonable time, either allow us to deliver the product to you or collect it from us; or
5. we reasonably consider that our use of your ideas, materials or other input to design and supply your goods would infringe the rights of somebody else (including copyright and design rights).

### **We don't compensate you for all losses caused by us or our goods**

We're responsible for losses you suffer caused by us breaking this contract unless the loss is:

1. **unexpected.** It was not obvious that it would happen and nothing you said to us before we accepted your order meant we should have expected it (so, in the law, the loss was unforeseeable) Losses are unforeseeable where they could not be contemplated by you and us at the time the order was completed. We are not responsible for indirect losses which happen as a side effect of the main loss or damage and which are not foreseeable by you and us;
2. **caused by a delaying event outside our control.** As long as we have taken the steps set out in the section headed "We're not responsible for delays outside our control";
3. **avoidable.** Something you could have avoided by taking reasonable action; or
4. **a business loss.** These terms and conditions apply to the supply of goods to consumers only. However, if you use our goods partially in relation to your trade, business, craft or profession, our liability for any loss you suffer in this regard (including loss of profits, loss of business, business interruption or loss of business opportunity) is limited, as described in our business terms and conditions <https://maincompany.co.uk/wp-content/uploads/2020/04/Business-to-Business.pdf>.

### **Other important terms apply to our contract**

## **We use your personal data as set out in our privacy notice**

How we use any personal data you give us is set out in our privacy notice:

<https://maincompany.co.uk/wp-content/uploads/2018/04/Data-Protection-Policy-2018.pdf>

## **You have several options for resolving disputes with us**

1. **Our complaints policy.** Our customer service team <https://maincompany.co.uk/contact/> will do their best to resolve any problems you have with us or our products as per our complaints policy: <https://maincompany.co.uk/wp-content/uploads/2024/01/Complaints-Procedure-2024.pdf>.
2. **Resolving disputes without going to court.** Alternative dispute resolution is an optional process where an independent body considers the facts of a dispute and seeks to resolve it, without you having to go to court. If you're not satisfied with the outcome, you can still go to court.
3. **You can go to court.** These terms are governed by English law and wherever you live you can bring claims against us in the English courts. If you live in Wales, Scotland or Northern Ireland, you can also bring claims against us in the courts of the country you live in. We can claim against you in the courts of the country you live in.

**We can transfer our contract with you, so that a different organisation is responsible for supplying your goods.** We'll tell you in writing if this happens and we'll ensure that the transfer won't affect your rights under the contract.

**You can only transfer your contract with us to someone else if we agree to this.** Our consent is not to be unreasonably withheld.

**Nobody else has any rights under this contract.** Except where we have transferred our contract with you, as permitted by these terms and conditions, this contract is between you and us. Nobody else can enforce it and neither of us will need to ask anybody else to sign off on ending or changing it.

**If a court invalidates some of this contract, the rest of it will still apply.** If a court or other authority decides that some of these terms are unlawful, the rest will continue to apply.

**Even if we delay in enforcing this contract, we can still enforce it later.** We might not immediately chase you for not doing something (like paying) or for doing something you're not allowed to, but that doesn't mean we can't do it later.