

Terms of supply to a consumer

We charge you when you order

Your order will not be accepted by us unless and until payment has been received in full. You will own your product once we have received payment in full and it has been delivered to you.

Products can vary slightly from their pictures

A product's true colour may not exactly match that shown in the images shown to you or its packaging may be slightly different. Because our products are bespoke, all sizes, weights, capacities, dimensions and measurements indicated in advance can differ in the finished product.

Many of the products we use are natural and will, therefore, have variations which are to be expected in products of this type, including natural colour variances, pitting, veining and small fissures.

You're responsible for making sure your measurements are accurate

You are always responsible for making sure relevant measurements are correct. We will have no liability if measurements given to us are incorrect.

We charge you if you don't give us information we need

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. For example, we might need to re-deliver on another vehicle or with extra manpower or reschedule installation, and you will be responsible for any additional cost we need to incur as a result.

There is no right to cancel after you have made payment

All of our products are made to your specification and cannot be resold by us to a third party. We are therefore unable to offer any right to cancel after you have paid for the goods.

If you change your mind, please contact us as soon as possible. We will act reasonably to contact manufacturers to ask them to cease production and delivery. If we are able to get any kind of refund from the manufacturers, we may be able to pass at least some

of that saving on to you. We are, however, unable to give any kind of guarantee in that regard.

You have rights if there is something wrong with your product

If you think there is something wrong with your product, you can contact us at diamondkitchensnorfolk@gmail.com to let us know. You must tell us about any issues within three (3) working days.

We will need to see photographs and a full description so that we can identify any issue, and we may ask you for further information or evidence. We will endeavour to contact you within a reasonable time to make an inspection.

We honour our legal duty to provide you with products that are as described to you and that meet all the requirements imposed by law. 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.

Summary of your key legal rights

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 can get 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.
- Up to six years: if your goods do not last a reasonable length of time you may be entitled to some money back.

We are not responsible for installation. We will have no obligation to you if our products are damaged during installation or if they are installed incorrectly.

We will provide a limited additional warranty beyond the normal six year period

If we are given a warranty or guarantee by a manufacturer that is for a period of time beyond six years (which can be between 10 and 25 years), and we tell you about that warranty or guarantee, then we will pass on to you the same rights that we have against the manufacturer. Such rights will be more limited than our legal duties imposed by law, and those more limited rights will be applicable after the normal six year limitation



period has expired (your rights during the first six years will not be affected). A copy of any manufacturer's warranty or guarantee is available upon reasonable request.

We don't compensate you for all losses caused by us or our products

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

- **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).
- **Caused by a delaying event outside our control.** As long as we have taken the steps set out in this document.
- **Avoidable.** Something you could have avoided by taking reasonable action, including following our reasonable instructions for use. We will not be responsible in any circumstances for damage caused by accident, misuse, general wear & tear, water damage or heat damage after delivery.
- **A business loss.** It relates to your use of a product for the purposes of your trade, business, craft or profession.

Our overall liability to you is limited to a maximum of £1,000,000, which reflects the insurance cover we are able to obtain.

Privacy and data use notice

We will collect and process your personal data when you purchase products or services from us. We are the controller responsible for your personal data.

We will only use your personal data for the purpose for which we collected it, which includes to register you as a new customer, to process and deliver your order, to manage your relationship with us or to improve our website, products or services.

We may share your personal data with external third parties such as our suppliers and we may transfer, store and process your personal data outside the UK.

If you have any questions about this privacy notice or our data protection practices, our contact details are in the footer of these terms.

Other important terms apply to our contract

You can only transfer your contract with us to someone else if we agree to this. We are only likely to agree if the transfer is to a new owner of the product. We can require the



new owner to prove you transferred the product to them, for example by providing a land registry title entry to show they are the new owners of the property at which the products have been installed.