TERMS & CONDITIONS

Please read these terms carefully before you sign the Contract of Sale. These terms tell you who we are, how we provide services to you, how you and we may change or end the contract, what to do if there is a problem and other important information. If you think that there is a mistake in these terms, please contact us to discuss.

1. INFORMATION ABOUT THE COMPANY AND HOW TO CONTACT US

You can contact us by email: info@nispero.co.uk, phone: +442034575859, or by writing to us at our address above. Please quote your Order Number in all subsequent correspondence and communication with us about your Order.

Nispero Kitchens is a trading name of Grabex Windows Ltd, registered in England and Wales under company number 6322670, with registered address at Grabex Business Centre, Murray Road, Orpington BR5 3QY, which is also a correspondence address. The Company VAT is 886165973.

2. GENERAL TERMS

2.1. Nothing in these Terms and Conditions shall affect the Customer's statutory right as a Consumer.

2.2. Definitions:
"Nispero" "We" "Us" "Our" "Company" means Nispero Kitchens
"Customer" "You" "Your" means the person or a company who purchases the Goods and/or Services from Us and who signed the Contract with us;
"Consumer" means an individual acting for purposes which are wholly or mainly outside that individual's trade, business, craft or profession;
"Contract" means the signed contract between Us and the Customer for the supply of Goods and/or Services in accordance with this Terms;
"Ex-Display" means typically end of line products, products that had been manufactured for marketing or showroom display purposes, or products that might have been cancelled;
"Goods" means any product (or any part of it) which We are to supply under the Contract upon these Terms
"Lead Time" means the estimated time for completion of the installation services or delivery of the Goods sold under these Terms;
"Materials" means any materials, goods, parts or items we need to purchase in order to perform the Services and manufacture Goods;
"Order" means the Customer's order for the Goods and/or Services, as set out in the Contract or Order Acknowledgement;
"Price" means the price for Goods and/or Services, as agreed in Contract;
"Specification" means manufacturing data for the Goods, including any relevant plans or drawings, that are agreed by the Customer and Us;
"Terms" means these Terms and Conditions of Sale;
"writing" or "written" include emails.

2.3. We always make every effort to deliver and/or install goods within the lead time indicated at the time the order was placed. Please note that any dates quoted for the delivery, collection or installation are approximate only and they are not of the essence of this Contract. The date of your installation, delivery or collection is only estimated and we reserve the right to change this date at any moment before the scheduled appointment. We will not accept any liability if your order is delivered outside any previously agreed time or date.

2.4. Lead Time is estimated only, excludes public holidays and Christmas shut down, and is given subject to:
(a) all details required for manufacturing being confirmed, and where Survey is required, Specification is confirmed on the day the Company receives final Survey signed by the Customer, or final Variation of Contract, whichever is required to finalise details for manufacturing), and
(b) our suppliers' delivery time, and
(c) any further confirmation or changes required to be signed by the Customer.

2.5. Colours or panel surfaces, shading, hand painted finishes and material may vary batch to batch. Therefore, we cannot guarantee a complete match when supplying additional furniture or replacement parts.

2.6. For the avoidance of doubt Quotation and Contract do not include the final connections of electrical appliances and water supplies to appliances. Plumbing, tiling, electrical and building work are also not included in the contract.

2.7. Illustrations, photographs or descriptions, whether in sales literature, price lists and other documentation advertised by Us are intended as a guide only and any discrepancies shall not be binding on Us.

2.8. We reserve the right to make any changes in the specification of the Goods and Services which are required to confirm with any applicable safety or other statutory or regulatory requirements, or where the Goods and Services are to be supplied to the Customer's specification, which do not materially affect their quality or performance.

2.9. Any typographical, clerical or other error or omission in any sales literature, price lists, other documentation and acceptance of offer issued by the supplier shall be subject to correction without any liability on the part of the supplier.

2.10. We may revise these Terms from time to time to reflect any changes in relevant laws, regulatory requirements or in the Goods or Services.

3. SAMPLES & QUOTATIONS

3.1. Any Quotation given by Us is an invitation to place an order with Us only and remains valid for the time specified on the quotation, maximum of 28 days, unless stated otherwise.
3.2. As part of our quotation we prepare a free of charge visualisation of the furniture and layout. Should any additional visualisations and/or revisions be requested beyond the initial complimentary version, We may provide these for a fee of £200 + VAT, which is fully refundable once the order is placed.

4. BASIS OF SALE

4.1. Sales literature, price lists and other documentation advertised by Us in relation to the Goods and services offered are intended as a guide only and any discrepancies shall not be binding on Us. They are subject to alteration without notice and do not constitute an offer to sell the Goods and services.

4.2. No Contract for the sale of Goods and services shall be binding on Us unless We have accepted an order placed by the customer in writing.

4.3. All orders for Goods and services shall be deemed to be acceptance of these Terms.

4.4. The Contract is formed after the deposit has been paid. We reserve the right to terminate the Contract at any time with a full refund.

4.5. In case of Supply only orders the Customer is responsible for ensuring the accuracy of the details, specification and measurements of any Order (including any applicable specification) and for supplying Us with any necessary information relating to the Goods and services within a sufficient time to enable Us to perform the Contract.

5. CONTRACT ALTERATIONS

5.1. Variation to this agreement must be agreed between both parties and must be confirmed in writing. In the event of such alteration a surcharge may be made at Our discretion, especially as the manufacturing process may have already commenced.

5.2. The customer is responsible for any extra cost incurred for additional Goods.

6. PRICE & TERMS OF PAYMENT

6.1. Time for payment shall be of the essence of the Contract.

6.2. The Price is inclusive of VAT and is set out in the Contract. VAT is charged at the standard rate unless documented proof of alternative rate or zero rates is provided by the Customer at the time of Contract.

6.3. Payment of the Price for orders that include installation shall be in the manner as specified:
(a) Deposit payment of 50% of the Price is required at the time of placing an Order,
(b) The cleared payment of the Balance is required to be paid 48 hours prior to the installation date.

6.4. Payment of the Price for supply only orders shall be in the manner as specified:
(a) Deposit payment of 50% of the Price is required at the time of placing an Order,
(b) The cleared payment of the Balance is required to be paid 48 hours prior to the delivery or collection date.

6.5. All deposit payments that relate to bespoke Goods made to the Customer's specifications are non-refundable.

6.6. Our preferred method of payment is bank transfer, however We will also accept debit or credit card payments, payments by cheque made payable to Grabex Windows Ltd or cash. Please note we reserve the right to refuse to accept certain credit cards. We cannot accept payments by American Express.

6.7. If payment is made by cheque, installation, delivery or collection cannot commence until the cheque has successfully cleared.

6.8. If the Customer is purchasing Goods as business We reserve the right to increase the price of the Goods due to increases in cost incurred byUs due to any factor reasonably beyond Our control providing notice is given to the Customer of such price increases before the Goods are delivered to the Customer.

7. MEASURING VISIT

Should the Customer order installation services from Us, We will carry out a survey after the deposit payment was made to ensure:
(a) the Contract specification is correct,
(b) to examine your property to make sure that your kitchen/furniture can be correctly installed.
In the event of unforeseen difficulties we reserve the right to cancel. Your deposit will be refunded in full, and the contract cancelled.

8. DELIVERY

8.1. We will deliver the goods you have ordered to the address you give us for delivery at the time you place your order. The Customer agrees to provide free access to Our team and suppliers to carry out delivery of the Goods, this includes provision of sufficient parking space. It is the Customer's responsibility to ensure the unloading area and drop off point are suitable. We cannot be held liable for any injury to persons unloading the delivery no matter how caused.

8.2. Our deliveries are made by one man only. Help must be provided by the Customer for unloading, and the delivery service is to the kerb side only. The Customer agrees there will

be someone competent available to help with the unloading of the goods and warrants that any helpers are suitable for the unloading process and We will accordingly not accept any liability for any injury arising from any delivery. Goods can be extremely heavy; it is the Customer's responsibility to ensure the designated helper is strong enough / fit enough to help with the delivery.

8.3. If no one is available to help unload and / or sign for the goods, re-delivery will result in a re-delivery charge equal to the original cost of delivery.

8.4. Transfer of liability for the Goods passes to the Customer once the Goods are safely out of the delivery vehicle. We will not accept any liability for damage to the Goods, the Customer's property, or any personal injury to the Customer or any third party once removed from the vehicle.

8.5. In order to provide good customer service, drivers are permitted to help carry goods into a Customer's house, but this is on the strict understanding that neither We nor the delivery driver have any liability whatsoever in attempting to help the Customer. This help is given at the driver's discretion and forms no part of the contracted delivery service.

8.6. We will ensure that they shall complete delivery of goods within a reasonable time. The date of delivery for Goods and services specified by Us is an estimate only. Time for delivery for Goods and services shall not be of the essence of the contract and the supplier shall not be liable for any loss, costs, damages, charges or expenses caused directly or indirectly by any delay in the delivery of the Goods and services.
8.7. All goods must be inspected on delivery and any shortages, defects, damages or faults must be reported within 48 hours of delivery. We cannot be held responsible for any such matters once this time has passed. If the kitchen is being installed by Us or our accredited installers, they will do this on the Customer's behalf.

8.8. The Customer must supply sufficient protection to their property ready for delivery. We will not be held responsible for any damages that may occur if adequate precautions have not been taken.

8.9. If the Customer fails to take delivery of the Goods or any part of them and/or fails to provide any instructions, documentation, licences, consents or authorisations required to enable the Goods to be delivered, We shall be entitled upon giving written notice to the Customer to store or arrange for the storage of the Goods and notwithstanding the provisions of clause 15.1 risk in the Goods shall pass to the Customer, delivery shall be deemed to have taken place and the Customer shall pay to Us all costs and expenses including storage and insurance charges arising from such failure.

9. SUPPLY ONLY FURNITURE & KITCHENS

An experienced installer is required for the fitting of our supply only Goods, and the information required to successfully complete your project will be supplied upon delivery. Should significant installation advice be required in addition to this, We reserve the right to charge a fee for the time required. A quote for this will be provided on a case-by-case basis.

10. INSTALLATION

10.1. We shall perform the installation services with reasonable skill and care and to a reasonable standard in accordance with recognised standards and codes of practice.

10.2. It is the Customer's responsibility to ensure the site is ready for installation. The site needs to be clear, with all old cupboards removed, walls in a sound condition with one coat of emulsion, flooring in place and all services in position.

10.3. The Customer shall be responsible for ensuring that installation of Goods complies with any statutory regulations such as fire regulations, certification and that all necessary consent from any parties is obtained. We will not fit any Goods that do not comply with current regulations.

10.4. For the avoidance of doubt the installation services refer to 'dry fit' installation only.

11. WORKTOPS

Once the kitchen is installed the stone masons will visit to template your worktops (if applicable). They will then return within the provided lead time to fit the worktop. You will need to arrange for your taps and hob to be disconnected, and follow relevant instructions given by stonemasons, and then reconnected once the stone has been fitted.

12. VARIATIONS IN COLOUR

The Customer will be shown a sample of a typical finish and worktop. Due to the nature of some of the timbers, materials and worktops used there will be natural variations in colour and surface markings. No guarantee is given that the Goods and worktops supplied will be an exact replica in terms of colour and surface markings as those displayed in Our showroom or viewed on samples.

13. FITTING TOLERANCES

Voids and fillers surrounding the installed furniture are part of normal fitting tolerances and cannot be accepted as a basis for complaint.

14. STORAGE

If the agreed delivery date is extended by the Customer after placing the Order, We reserve the right to make a charge for the storage of your furniture.

15. TITLE TO GOODS & RISK

15.1. Title to goods shall not pass to the Customer until We have been paid in full for the Goods, however, all risk in the Goods shall pass to the Customer upon delivery.

15.2. Until such time as the title in Goods passes to the Customer, We shall be entitled at any time to require the Customer to deliver the Goods to Us and, if the Customer fails to do so forthwith, to enter upon any premises of the Customer or any third parties where the Goods are stored and repossess the Goods.

15.3. For the Goods installed by Us risk shall pass after installation. Damage in either case due to inadequate site access shall be at the Customer's risk.

15.4. All appliances, sinks and taps are supplied in good faith and once supplied will be covered under their manufacturers' warranties. This can vary from brand to brand so please ensure you clarify any queries with your sales representative.

15.5. We are not responsible for any faults, defects or damage once the Goods have been delivered.

16. WARRANTY

16.1. We warrant that the Goods will at the time of delivery correspond with their specification subject to such tolerance as are reasonable and as are normally accepted in the trade and will be free from defects in material workmanship at the time of delivery.

16.2. The above warranty is given by Us to the following conditions:
(a) We shall be under no liability in respect of any defect in the Goods arising from any drawing, design or specification supplied by the Customer; and
(b) We shall be under no liability under the above warranty (or any other warranty, condition or guarantee) if the total price for the Goods and services has not been paid by the due date for payment; and
(c) The warranty above does not extend to Goods not manufactured by Us.
(d) The Goods must be installed into a domestic setting for personal use and must be used within the environment intended. This excludes business use, commercial properties, student accommodation etc.
(e) This warranty is non transferrable if you were to sell your property

16.3. All cabinetry manufactured by Nispero carries a 10-year warranty against manufacturing defects.

16.4. This warranty will take effect at the time the Goods are delivered.

17. WARRANTY CLAIM & EXCLUSIONS

17.1. All Goods must be inspected immediately following installation (no later than seven days) and will be repaired or replaced free of charge if found to be defective or damaged in any way arising from the installation by the Company's representatives.

17.2. To validate a claim a member of staff or an approved installer will need to review the Goods in question. If you do not allow this to take place the warranty will be invalid. Any Goods deemed to be faulty will be rectified or replaced at our discretion if the defect has not arisen directly or indirectly as a result of overloading, misuse or from the reasons indicated in clause 17.3. This is subject to the range still being available. We cannot guarantee that the replacement Goods will be an exact match to the existing finish of Goods already in place nor that the Goods manufactured from a different batch of the same material will match the existing finish of the Goods already supplied. If your style has been discontinued, we will replace it with the closest matching equivalent.

17.3. We shall be under no liability in respect of any:
(a) defect arising from fair wear and tear, wilful damage, negligence by you or any third party, abnormal working conditions, accident, failure to follow Our instructions (whether verbally or in writing), misuse or alteration or repair of the Goods;
(b) damage caused by factors out of Our control including but not limited to acts of God, leaks, improper storage, explosion, contact with corrosive materials, extreme weather conditions, flooding, vandalism, soiling, misuse, abrasion, damage caused by non-domestic use;
(c) damage and colour deterioration caused by normal wear and tear;
(d) damage caused by and not limited to alterations and repairs made by persons other than an approved installer;
(e) damage caused through removal of furniture, accessories, worktops, appliances, accessories, sinks and taps after initial installation;
(f) damage caused by animals and misuse by children;
(g) Ex-Display pieces.

18. CONSUMER RIGHTS ACT & CANCELLATION

18.1. Under the Consumer Rights Act of 2015, the Consumer has the right to cancel the contract within 14 days of the contract being made for any off the shelf product (which is known as 'cooling-off' period). If an off the shelf product has been delivered, then it must be sent back to us at the Consumer' expense, and it must arrive back in a good and saleable condition.

18.2. As all Our manufactured Goods are bespoke and made to the exact specification of the Customer, these rules Do NOT apply. We do not hold stock of any finished items. In order to meet delivery times, work starts immediately the Contract has been made. This is not just to actual manufacture, but also in CAD, design, optimisation, purchasing and planning. Therefore, Consumer has no statutory cancellation right for any orders of kitchens, doors, worktops or any other items where We have been contracted to manufacture bespoke items.

18.3. Under UK law, the statutory cooling off period also excludes self-assembly items that have been damaged during assembly. Any semi-fitted wardrobes assembled by Us will warrant a variable cancellation charge on a case-by-case basis.

18.4. Despite the fact that cooling off-period for cancellation does not apply to bespoke Goods, We agree that the Customer may cancel the contract without penalty during the cooling-off period of 7 days, which shall run from midnight on the day on which the Contract was signed or otherwise entered into by you (excluding Sundays or Bank Holidays) where contracts are negotiated away from business premises and by an unsolicited visit.

18.5. In order to exercise the right to cancel, You must inform Us in writing by emailing Us at info@nispero.co.uk including your order number as part of Your correspondence. Your cancellation is effective from the date we receive the correspondence. Cancellation of orders will only be accepted if We have agreed in writing and on condition that you reimburse Us for all costs and expenses or losses and damages resulting from the cancellation.

18.6. If You allow Us to carry out a survey or any other services within the cooling-off period, We will accept Your confirmation as an express consent and We will not refund the cost of survey (minimum charge of £350+VAT) or other services that were performed should the cancellation occur.

18.7. After seven days and up to 14 days after signing the contract, 15% of the contract price will be charged as a cancellation fee.

18.8. If We agree to cancel the contract after 14 days, then You will be responsible for the cost of any of Our time in performing the services up to the date we stopped and any materials we already purchased or are contractually committed to buying up to the date of termination (whether or not We need to pay for them before or after the date the contract between us and you is cancelled). We reserve the right to apply administrative weekly charges of £50+VAT;

18.9. In the circumstances stated in clause 18.8 We will first deduct the amounts for which You are responsible from any deposit You have paid. Any remaining deposit will be returned to you. If the amount owing is greater than the deposit, We will invoice you for the amount in excess of the deposit.

18.10. If You purport to cancel the contract, or give notice purporting to cancel, or otherwise do not fulfil Your obligations (such as by not paying any sums due to be paid to us) in a way which amounts to you cancelling the contract, We do not have to accept Your cancellation except as provided for in this contract. However, We may choose to accept cancellation, and if We choose to do so You will be required to pay Us a reasonable amount for the losses and costs (including loss of profit) we have suffered. If you have paid a deposit, this will be retained and if our reasonable losses and costs (including loss of profit) are greater than the deposit we have retained we will require you to pay for our losses and costs in excess of the deposit retained.

18.11. The value of this order is subject to current materials and components cost. If you wish to resume your project after cancellation by You or by Us, we cannot guarantee to keep the same Price in the future.

18.12. If You decide to cancel after receipt of the off-the shelf item(s), it is Your responsibility to return the goods to us at your own cost and in new condition. Failure to take reasonable care of the Goods may result in a claim against you. To minimise this risk, please ensure that you pack the Goods appropriately when You return them to us to prevent any damage during transportation.
This must be done within 14 days of notification of your decision to cancel the contract.
18.13. Refunds will be issued in the same form of payment You originally used for the purchase of the Goods and within 30 days of the valid cancellation of contract. Refunds can take up to 7 working days depending on your bank. For further clarification on timings, please contact Your card issuer.

19. LIABILITY

Nothing in the Terms shall exclude or limit Our liability for death or personal injury, however We shall not be liable for any direct loss or damage suffered by the Customer howsoever caused as a result of any negligence, breach of contract or otherwise in excess of the price for the Goods and services.

We shall not be liable under any circumstances to the Customer or any third party for any indirect or consequential loss of profit, consequential or other economical loss suffered by the Customer however caused, as a result of any negligence, breach of contract, misrepresentation or otherwise.

20. COMPLAINTS

Any complaint will be dealt with fairly, effectively and confidentially. If You have a complaint or a particular remark to make, please do not hesitate to contact us immediately by telephone or email info@nispero.co.uk

21. FORCE MAJEURE

Neither party shall be liable for any delay or failure to perform any of its obligations if the delay or failure results from events or circumstances outside its reasonable control, including but not limited to acts of God, strikes, lock outs, accidents, war, fire, breakdown of plant or machinery or shortage or unavailability of raw materials from a natural source of supply, supplier's delays in components delivery, and the party shall be entitled to a reasonable extension of its obligations.

22. USE OF IMAGES

Any images secured or taken of your project may be used by Us without charge in all media (whether now existing or in the future invented) for bona fide promotional or marketing purposes, including without limitation promotional materials of any kind such as brochures, slides, magazine publications and advertising, video, social media or other. The use of such images will not include any reference to the name or address associated with the project. We require that you inform us in writing if you wish to withdraw permission for the use of these images. Any written feedback supplied to Us may also be used for promotional purposes as detailed above.

23. DATA PROTECTION

We will only use your personal information as set out in our Privacy Policy that can be accessed through our website

24. THIRD PARTY RIGHTS

A person who is not a party to the Contract shall not have any rights to enforce any of its provisions.

25. GOVERNING LAW

25.1. Each right or remedy of ours under the Contract is without prejudice to any other right or remedy of ours whether under the Contract or not.

25.2. If any part of these terms is unenforceable (including any provision in which we exclude our liability to you) the enforceability of any other part of these terms and conditions will not be affected.

25.3. Our failure or delay in enforcing or partially enforcing any provision of the Contract shall not be construed as a waiver of any of our rights under the Contract.

25.4. A waiver of any right or remedy under the Contract or law is only effective if given in writing and shall not be deemed a waiver of any subsequent breach or default and shall in no way affect the other provisions of the Contract.

25.5. This Contract and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims), shall be governed by, and construed in accordance with English law, and the parties irrevocably submit to the exclusive jurisdiction of the courts of England and Wales.