



We are kitchenexchange.co.uk (KE) which is a website advertising the sale of kitchens (the Products). The Products for sale on KE either belong to or are supplied by businesses in the kitchen trade or private individuals (the Vendors).

KE is appointed by the Vendors to act as their authorised agent for the sale of the Products. This means that, in the event of an agreement for the sale and purchase of a Product being procured via KE, KE will not be a party to the contract for that sale and purchase (the Contract) such Contract being binding upon the purchaser (the Purchaser) and the Vendor only. A Contract is not therefore concluded online but rather between a Purchaser and a Vendor directly.

These are the terms of business and conditions applicable to your engagement with KE either as a Vendor or as a Purchaser. KE reserve the right to vary these terms of business and conditions from time to time.

Pre-purchase enquiries

You can contact KE to make any enquiries regarding the availability, specification, location or other detail regarding any Product which is advertised on KE.

KE will endeavour to provide you with as much information regarding the Product as it is in a position to give but it is not under any duty to disclose to you the identity of the Vendor or the specific address of the location of the Product.

KE can liaise with the Vendor to facilitate arrangements of any inspection of any Product which is advertised by KE.

Products and Prices

All Products advertised for sale on KE are deemed as second hand and as such are sold as seen. The images provided on KE of the Products are indicative of (but not necessarily conclusive of) the condition of the Products. Any Purchaser is encouraged to inspect the Products to evaluate both their aesthetic and working condition in advance of entering any Contract to buy any Product.

The Products may be sold with or without appliances. Enquiries can be made with KE as to the specific details of any appliances being sold as a part of any Product advertised.

KE gives no warranty as regards to the working condition or otherwise of any Product or any appliances sold as a part of any Product.

All statements on the KE website regarding any Product are statements of opinions and are not, nor are they to be relied upon as, statements or representations of facts. Photographs on the website, advertisements or brochures of forthcoming sales are solely for the guidance of intending purchasers



and are not to be relied upon in terms of tone or colour or necessarily to reveal imperfections in any Product. Intending buyers must satisfy themselves by inspection or otherwise as to the physical description of any Product(s).

Neither the seller nor KE are responsible for the correctness of any statement as to the authorship, origin, date, age, attribution, authenticity or provenance of any Products or any other areas of description.

Neither the seller nor KE are responsible for any faults or defects in any Product.

Neither the seller nor KE nor any person in their employ, make or have any authority to make any representation or warranty nor are they responsible for any representation or warranty or any statement on the KE website of forthcoming sales therein.

The prices of Products advertised on KE are inclusive of any VAT applicable and are also inclusive of KE charges.

Prices are not inclusive of any delivery charges for any Product. KE are not engaged or retained by any Vendor to deliver or relocate any Product.

KE aim to provide as up to date pricing information as it can in relation to any Product however, the prices detailed on KE may be subject to variation from time to time. KE will endeavour to advise any Purchaser of any change as it becomes aware of any such variation.

Purchase of Product and Payment

If you wish to purchase any Product advertised on KE, KE will act as the agent between the Purchaser and the Vendor.

If you agree to purchase a Product the terms of the Contract will be subject to any terms and conditions stipulated by the Vendor. A Purchaser is encouraged to liaise directly with any Vendor as regards to terms and conditions which may be applicable to any Contract entered with that Vendor in particular in relation to any terms for the cancellation or termination of a Contract. If you wish to purchase a Product which is introduced by KE you are warranting (if you are an individual) that you are legally capable of entering a Contract for the purchase with a Vendor or, if you are a business, that you have authority to bind that business.

Unless agreed otherwise the payment for any Product advertised on KE will be made by bank transfer from the Purchaser to KE who will direct the payment to the Vendor less KE's charges.



Dismantling &/Or Delivery of Kitchens

Purchasers are free to remove kitchens purchased through the KE website themselves; if a Purchaser chooses to remove a kitchen there may be certain stipulations they have to abide by in terms of insurance etc. that the vendor has requested be in place. KE cannot be held responsible for any damage or loss occurring from the dismantling and delivery of kitchens on the KE website; KE does not dismantle and/or deliver kitchens themselves but is happy to offer Purchasers a list of third party Fitters. If a Purchaser decides to instruct a 3rd party Fitter offered through KE to dismantle and/or deliver a kitchen purchased through the KE website, then the Purchasers contract is directly with the Fitters; KE is not a party to the contract.

Advertising

As a Vendor your agreement to advertise your Product on KE is your indication that you have read and accepted these Terms and Conditions.

As a Vendor your agreement to advertise your Product for sale on KE is subject to the following terms;-

1. Unless agreed otherwise payment for any Product will be made by bank transfer from a Purchaser to KE who will direct the payment to you less KE's charges.
2. Unless agreed otherwise, KE's charge represents 20% of the price for which any Product is sold.
3. You are warranting to us that either you own the Product or you have authority to bind any third party which owns the Product for the sale of the Product.
4. You are providing KE with the authority to display images of the Product on KE and any other social media link attaching to KE.
5. Your engagement with KE is not in reliance on any statement, representation, assurance or warranty (whether made innocently or negligently) other than that which is set out in these terms and conditions.



Liability

Other than in respect of matters for which it would be unlawful for KE to limit its liability, KE exclude all liability arising either in contract, tort (including negligence), breach of statutory duty or otherwise arising under or in connection with any Contract or in connection with your use of any Product or KE for any Losses.

The Losses include any loss of profits, sales, business or revenue, loss or corruption of data, information or software, loss of business opportunity, loss of anticipated savings, loss of goodwill and/or any indirect or consequential loss.

Law and Jurisdiction

These terms are governed by English law. This means that any agreement reached between KE and any Vendor and any dispute arising out of or in connection with any such agreement will be governed by English law. All parties agree that the Courts of England and Wales will have non-exclusive jurisdiction.

Ennben Trading Ltd. T/A of “Kitchen Exchange” & “Kitchen Synch”. Registered Office: Atlas Business Centre, Oxgate Lane, London NW2 7HR. Company No: 08323743