



FRANKE U.K. LIMITED Terms of Sale

These Terms apply to purchases by **consumers only**. If you are a business or trade customer and wish to make a purchase, please refer to our business terms and conditions available here <https://www.franke.com/gb/en/home-solutions/legal-documents/terms-sale.html>.

1 About us

- 1.1 **Franke U.K. Limited** is a company registered in Scotland under company number SC126669. Our registered office is at West Carron Works Stenhouse Road, Carron, Falkirk FK2 8DR Scotland. Our VAT number is GB560-9738-14. References in these Terms to “**we**”, “**us**” and “**our**” are to **Franke U.K. Limited**.
- 1.2 We operate the websites www.central-servicesuk.co.uk and www.franke.co.uk (our **Websites**).

2 About our Products

- 2.1 We sell high quality, durable products for your kitchen and spare parts in relation to those products (**Products**). You can find everything you need to know about our Products on our Websites before you place an order (**Order**). You can also call us if you have any questions or would like to place an Order over the phone.
- 2.2 The easiest way to place an Order is via our Website at www.central-servicesuk.co.uk or by telephoning us on 0161 4366280.
- 2.3 Any images, illustrations, descriptions and statements on our Websites and in our other advertising materials are for illustrative purposes only, to give you an approximate idea of our Products. The Products we deliver to you may vary slightly from those images and descriptions, and in particular, the colours of Products may vary depending on the resolution of the screen on your device.
- 2.4 We may repackage our Products from time to time and the packaging of such Products may vary from that shown in any images on our Websites.
- 2.5 We may make minor changes to a Product to reflect changes in relevant laws and regulatory requirements and/or to implement minor technical adjustments and improvements (for example, to address a safety issue). These changes will not affect the performance or overall suitability of a Product.
- 2.6 If we have to make any significant changes to any Product you have ordered, we will notify you and you may choose to continue with, or cancel your Order and receive a refund for the affected Product in accordance with **section 10** below.

3 These Terms of Sale

- 3.1 Please read these Terms of Sale (**Terms**) carefully and make sure you understand them before you place an Order with us. These Terms provide you with information about us and the legal terms and conditions which apply to sales of our Products.
- 3.2 If you wish to purchase installation or maintenance services from us, separate legal terms apply which are available at [Franke Field Service Terms & Conditions](#).
- 3.3 By placing an Order with us, you agree to be bound by these Terms and any other document expressly referred to in them. If you do not agree to these Terms, you will not be able to place an Order with us. We may amend these Terms from time to time. The version of these Terms in force at the time you place an Order shall apply. These Terms supersede all other terms and conditions we have previously used.
- 3.4 Nothing in these Terms is intended to limit or restrict your statutory rights as a consumer.

4 How to contact us

- 4.1 You can contact us by email at ks-info.gb@franke.com, via the Contact Us form on our Website at www.franke.com/gb/en/home-solutions/contact/contact-form.html, by telephone on 0161 436 6280, or by post at Unit 17 Parkhall Business Village, Parkhall Road, Stoke on Trent, Staffordshire, ST3 5XA.
- 4.2 If we have to contact you, we will do so by telephone or in writing (including by email), using the contact details you have provided to us.
- 4.3 Legal proceedings and other documents in any legal action may not be served by email.

5 Orders

- 5.1 Our Websites are for the promotion and sale of our Products in the United Kingdom and the Republic of Ireland. Unfortunately, we do not accept Orders from or deliver to addresses outside of the United Kingdom and the Republic of Ireland. Please visit our Websites for details of international stockists if you wish to make an international purchase.
- 5.2 You must be at least 18 years old to place an Order with us.
- 5.3 By placing an Order for any Products via our Website or on the telephone, you are making an offer to purchase that Product at the price notified to you at the time of placing the Order. All Orders are subject to our acceptance.
- 5.4 Our acceptance of your Order will take place only when we email you expressly confirming that your Order has been accepted or when your Order is shipped (if earlier). At this point a contract will come into existence between you and Franke U.K. Limited, which incorporates these Terms. We shall not take payment from you until your Order has been accepted.
- 5.5 If we are unable to accept your Order, we will inform you of this and will not charge you for the Order. This might be because, for example, the Product is out of stock, because of unexpected limits on our resources which we could not reasonably plan for, or because we have identified an error in the price or description of the Product. We will not take payment from you until your Order has been accepted.
- 5.6 Please contact us using the contact details set out in **section 4.1** above if you have not heard from us within three business days of placing your Order (excluding weekends and public holidays in the UK) or if you have any questions regarding the progress of your Order.
- 5.7 If you wish to make a change to your Order, please contact us using the contact details set out in **section 4.1** above. We shall let you know if the requested change is possible. If it is possible, we shall let you know about any changes to the price of your Order, the expected delivery date and any other material terms and ask you to confirm whether you wish to proceed with the change. If we cannot make the requested change or the consequences of making the change are unacceptable to you, you may want to cancel the contract in accordance with **section 10** below.

6 Pricing

- 6.1 The prices of our Products are displayed on our Website in pounds sterling and will be further brought to your attention during the order process. Delivery costs will be added to the amount you have to pay for the Product and will be notified to you during the checkout process.
- 6.2 Our prices are inclusive of VAT. If the rate of VAT changes between the date of your Order and the date of delivery of the Product, we will adjust the rate of VAT that you pay, unless you have already paid for the Product in full before the change in the rate of VAT takes effect.
- 6.3 We may change our prices from time to time. These changes will not affect the price of any Order that you have already placed and we have accepted (except where the VAT has changed as per **section 6.2**).
- 6.4 We take all reasonable care to ensure that the prices of the Products on our Website are correct at the time that you place your Order. However, it is always possible that despite our best efforts, some of the Products we sell may be incorrectly priced. If we discover before despatch of a Product that:

- (a) the Product's correct price at your Order date is less than the price we stated when you placed your Order, we will charge you the lower amount and refund to you the difference between the amount paid by you and the correct price of the Product; and
- (b) the Product's correct price at your Order date is higher than the price we stated when you placed your Order, we will contact you to inform you of this error and we will give you the option of continuing to purchase the Product at the correct higher price or cancelling your Order.

7 Payment

- 7.1 We accept payment by most major credit and debit cards. Please see our payment page on our Website at <https://central-servicesuk.co.uk/>. No additional fees will be added if you pay via credit or debit card.
- 7.2 You must pay for the Products in full (including all applicable delivery charges) before we despatch these to you. Payments may take two to three business days to process.
- 7.3 To ensure that shopping on-line is secure, your credit/debit details will be encrypted to minimise the possibility of someone being able to read your details as they are sent to us over the internet. Look for the lock icon in the status bar and the https: secure section of the address bar when you go to the checkout page.
- 7.4 If you think an invoice is wrong, please contact us promptly using the contact details set out in **section 4.1** above.

8 Delivery

- 8.1 There will be an extra charge for delivery of the Products. The costs of delivery will be displayed to you on the checkout page of our Website. Please see our delivery page on our Website at www.central-servicesuk.co.uk/delivery for further information about delivery pricing and timescales.
- 8.2 If you place your Order by midday on a business day (excluding weekends and public holidays anywhere in the UK) and the Products are in stock, we will aim to despatch your Products on the same day (subject to receipt of full payment). For all other Orders, we aim to despatch the Products to you as soon as reasonably possible and, in any event, within four business days (excluding weekends and public holidays anywhere in the UK). Products are only shipped once we have received full payment from you.
- 8.3 Any delivery dates that we provide to you will be estimates only. If you have not received the Products by the estimated delivery date, please contact us using the details set out in **section 4.1** above.
- 8.4 You may arrange collection of the Products from our premises at Central Services, Unit 17 Parkhall Business Village, Parkhall Road, Stoke on Trent ST3 5XA by telephoning us on 01782 599258. Any Products must be collected during our UK working hours of 9am to 5pm Monday to Thursday and 9am to 4pm on a Friday. Products may not be collected during weekends or public holidays in the UK. You will be informed when your Order is ready for collection and we will keep your Order for up to one week. If you fail to collect any Products within that period, we may charge you for storage costs and/or delivery costs at the rate notified to you in writing. We may also decide to cancel your Order, refund you the price for the Products that you have paid (less applicable storage costs) and resell the Products.
- 8.5 If no one is available at your address to take delivery, and the Product cannot be posted through your letterbox, you will need to contact the postal or courier service to rearrange delivery, or arrange collection of the Product, in accordance with their instructions.
- 8.6 Delivery of the Order will be complete when we deliver the Products to the delivery address you gave us, or you have collected the Products from our premises, and the Products will be your responsibility from that time.
- 8.7 You will own the Products once they have been delivered to your delivery address (and not before).
- 8.8 We may need certain information from you so that we can supply the Products to you, for example, information about delivery. We will not be responsible for any delay or failure to supply the Products

or any part of them if the delay is caused by your failure to provide us with the information we need within a reasonable time of us asking for it.

9 Faulty Products

9.1 We are under a legal duty to supply Products that are in conformity with our contract with you. If any of the Products you have purchased are faulty or damaged when you receive them, or if you receive incorrect products, please contact us within 30 calendar days of receiving the Products using the details set out in **section 4.1** above.

9.2 You have statutory rights as a consumer in the unlikely event that a Product you have purchased from us is faulty and this was not brought to your attention prior to the purchase. Further information can be found on the Citizens Advice website here:

www.citizensadvice.org.uk/consumer/somethings-gone-wrong-with-a-purchase/return-faulty-goods.

9.3 We would usually offer a full refund for faults which are notified to us within 30 days of the date of delivery or collection of a Product. For faults which are notified to us within six months of purchase, we would usually attempt to repair or replace your Product, failing which we would offer a refund. If the Product does not last a reasonable length of time (save for fair wear and tear), you may be entitled to ask us to repair or replace the Product or for a part-refund within six years of purchase.

9.4 We may need to investigate the Product and confirm the fault. You will need to make the Product available for collection or return it to us at our cost (in accordance with our instructions).

9.5 We will issue any refunds for faulty Products as soon as possible (and no later than 14 days) after receiving the faulty Product and confirming that a refund is due to you. We will process any refunds via the payment method that you used to purchase the Products. We will refund your delivery costs also. If we are providing you with a repair or replacement, we will pay the costs of delivery to you. We will endeavour to issue a replacement or make any repairs promptly once we have received the faulty Product and confirmed that a repair or replacement is required.

9.6 If we determine that the Product is not faulty or that the fault is not our responsibility (see **section 9.7** below), we are entitled to return the Product to you without offering a repair, replacement or refund. We may charge you for the re-delivery costs and our reasonable storage costs.

9.7 We are not responsible for any faults or damage to a Product that happens due to fair wear and tear, an accident or misuse of the Product. We may ask you for evidence that a fault has not been caused by you.

10 Your rights to cancel

10.1 As a consumer who lives in the UK or Republic of Ireland, you have a legal right to change your mind within 14 days of delivery or collection of an Order and receive a refund if you have placed your Order via our Website or over the telephone (the **cooling off period**). If the purchase of your Products is split into several deliveries over different days, the cooling off period runs from the day after the last delivery.

10.2 This right does not apply to if you have purchased a Product in person from our premises or if you are a business customer.

10.3 If you wish to exercise your statutory right to change your mind, you must:

- (a) notify us within 14 days of the date of delivery or collection of your Order. Please use our contact details set out in **section 4.1** above;
- (b) return the Order to us in accordance with our instructions (at your cost) or (if we request) make your Order available for collection by us (or our appointed courier). We may ask for proof of postage, so please keep hold of your receipt; and
- (c) only handle your Order whilst in your possession in a way which would be permitted in a shop. We are entitled to reduce the value of your refund to reflect any reduction in the value of your Order which has been caused by you whilst in your possession (for example, if you have

scratched, marked or otherwise damaged the Products or damaged the packaging). In some cases, no refund may be payable due to the way you have handled your Order.

- 10.4 We will issue any refunds as soon as possible after we have received your Order back from you or when you provide evidence of the return. We will refund any standard delivery costs if you return the entire Order, but we are entitled to deduct any extra that you may have paid for express or premium delivery. If you only return part of your Order, and the value of the Products you are keeping falls below the threshold for free delivery, we shall be entitled to deduct the standard delivery fee from any refund to be issued.
- 10.5 If you have returned a Product to us under this clause 10 because it is faulty, we will refund the price of the Product and the delivery fee in full.

11 Our right to cancel

- 11.1 We may cancel your Order if:
- (a) your payment method fails;
 - (b) you fail to comply with any of these Terms in a material way;
 - (c) you do not live in the United Kingdom or Republic of Ireland;
 - (d) you are under the age of 18 years;
 - (e) due to an error with our systems, we are out of stock of the selected Product or the incorrect price has been displayed during the checkout process;
 - (f) we decide to withdraw a Product from sale; or
 - (g) you fail to take delivery of your Order and the items are returned to us.
- 11.2 If we cancel your Order, we shall refund the price you paid for your Order (including taxes and delivery charges), but we shall be entitled to deduct a reasonable amount if you are at fault and we have incurred costs as a result of this (such as storage costs where you have failed to take delivery of your Order).
- 11.3 Even if we delay in taking action to enforce this contract, we can still enforce it later. We might not immediately chase you for breaching these Terms, but that does not mean we are prevented from doing so later.

12 Our liability to you

- 12.1 If we fail to comply with these Terms, we are responsible for any loss or damage you suffer that is a foreseeable result of our breach of these Terms or our negligence. We will not be responsible for any loss or damage which is:
- (a) **unexpected** – meaning it was not obvious that it would happen and nothing you said to us before we entered into a contract with you meant we should have expected it (so, in the law, the loss was “unforeseeable”);
 - (b) **caused by an event outside our control** – we have included further details on this in **section 13**; or
 - (c) **avoidable** – meaning something you could have avoided by taking reasonable action, including following our reasonable instructions.
- 12.2 We do not seek to exclude or limit our liability where it would be unlawful to do so. This includes any liability for death or personal injury caused by our negligence; for fraud or fraudulent misrepresentation; or any matter for which we may not exclude or limit our liability under the Consumer Rights Act 2015 or the Consumer Protection Act 1987 or any other applicable law.

13 Events outside our control

- 13.1 If our supply or delivery of your Products is delayed by an event outside our control (for example, any strikes, riots, terrorist attacks, war, fire, explosion, storm, flood, earthquake, epidemic or other natural disaster, failure of telecommunications networks, transport networks or utility providers, amongst others) then we will contact you as soon as possible to let you know and we will do what we can to reduce the delay.
- 13.2 As long as we do this, we will not be responsible for the delay and we will not be required to compensate you for the delay.
- 13.3 If your Order is delayed by over 30 days, you may contact us to end the contract and receive a refund for any Products you have paid for but not received. Please use our contact details set out in **section 4.1** above.

14 Your personal data

- 14.1 We use your personal data in accordance with our Privacy Policy and Cookies Policy available here www.franke.com/gb/en/home-solutions/privacy_policy.html. Your use of our Websites is governed by applicable law and our Website Terms of Service available at www.franke.com/gb/en/group/legal-documents/website-terms-of-use.html. Please take the time to read these documents as they include important terms which apply to you.
- 14.2 If you have any queries concerning the use of your personal data, please contact us using the contact details set out in **section 4.1** above. Please note that we are unlikely to be able to discuss with you the personal data of other individuals unless you are the legal guardian of those individuals.

15 Legal provisions

- 15.1 We may transfer our rights and obligations under our contract with you, so that a different organisation is responsible for supplying your Order. We will always tell you in writing if this happens and we will ensure that the transfer will not affect your rights under the contract. You can only transfer your contract with us to someone else if we agree to this in writing.
- 15.2 This contract is between you and Franke U.K. Limited. No third party is entitled to enforce it and no third party consent is required to amend or terminate the contract.
- 15.3 Each of the paragraphs of these Terms operates separately. If any court or other authority decides that any provision in these Terms is unlawful, invalid or unenforceable, that provision will be deemed modified to make these Terms legal, valid and enforceable. If that is not possible, the relevant provision will be deemed deleted. The rest of the Terms will continue to apply.
- 15.4 If we delay in enforcing our rights against you under these Terms, this will not mean that we have waived or abandoned our rights against you and it will not prevent us from taking steps against you at a later date.

16 Complaints and disputes

- 16.1 If you have a complaint or would like to provide feedback, please contact us by email at ks-ukcentralservices.gb@franke.com and we will do our best to resolve any problems you have.
- 16.2 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 Scotland, Wales, Northern Ireland or the Republic of Ireland and we deliver products to you there, you can also bring claims against us in the courts of that country.

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