
Buying a fitted kitchen from The Kitchen Designer (supply only)

Our conditions of sale

Please read these conditions carefully before you sign the order confirmation to accept our quotation for your new fitted kitchen. These conditions of sale have been designed to help ensure the supply of your new kitchen goes as smoothly as possible. It is our desire to provide you with the highest standards of service throughout the process and that you will be pleased with the job that we have done by the time we have finished. If you are unclear about any aspect, please ask for clarification. Please note that no modification of these conditions will be recognised by us unless we acknowledge so in writing.

Every kitchen is different.

1. Illustrations in our catalogues, sales literature and advertisements, and any specifications, drawings, dimensions etc, are intended as a guide only. They may include inaccuracies, and their contents are not binding upon us in any way. We reserve the right to withdraw ranges and models that have been replaced by improved or amended designs.

2. Please check any plans, elevations and perspectives that are produced for you on our CAD (computer aided design) system. It is your responsibility to satisfy yourself that information given on the quotation and order confirmation meets with your requirements. Please:

- check that colours and finishes for units, carcasses, handles or knobs, worktops, appliances and accessories meet with your requirements
- be sure to look at samples before you sign the order confirmation
- note that elevations, perspective drawings and colours are artistic impressions only.

Natural materials – what you see is not always what you get

3. Furniture with components made of wood or covered with wood veneers will display a variety of natural grain and colour characteristics that is typical of the type of timber chosen, some of which may not necessarily appear in showroom displays or in photographs of the furniture range. Please consider this point carefully – we cannot supply specially matched components.

4. If you are ordering granite, a naturally occurring material, there will be variations in colour and veining between the worktops that you receive and the samples or displays you have seen. Claims regarding such variations in colour or natural features cannot be accepted.

If you change your mind or your kitchen layout

5. If you change your mind. Because our units are manufactured promptly to meet each customer's specific requirements, you cannot change your specification once an order has been placed. Any alteration to your accepted quotation may result in additional cost to you.

If you cancel your order after you have signed the order confirmation you will forfeit your deposit.

6. If you change the structure of your kitchen after our planning visit, you must let us know so that we can arrange a second visit if necessary. You will be responsible for the cost of any replacements or alterations that may be needed.

Preparing for installation

7. Timescales

Because the period of time needed to manufacture a kitchen varies, the timescales we provide are a guide only. Naturally, we will keep you fully informed of progress.

8. Doing the job properly.

Supplying a kitchen can be a complex business and while we will do everything we can, it is inevitable that remedial items will be required to complete the work. This may result in the installer making several return visits to your home. These return visits are quite normal and could be compared to a snagging list for a builder. You can be assured that such return visits are kept to a minimum consistent with doing a job of work to complete your kitchen to your satisfaction.

If we make a mistake we will rectify it at no extra cost to you. If you make a mistake we trust that you will reciprocate the spirit and allow us to charge you to put it right if we have to.

9. If you are buying specialist worktops.

To ensure accurate installation, specialist worktops such as granite or composites (e.g. Corian) are manufactured to templates taken after the main kitchen units are fitted. In these cases, it is recommended that the installer fits temporary worktops in the sink and cooking area only, or as agreed with you. The installer will return to remove the temporary worktops and allow the specialist worktops to be fitted once they have been manufactured. Because this can be a dusty process, we advise you to cover items that are vulnerable to dust. Please note that delivery and installation lead times for specialist worktops can add significantly to the timescales. Templating after fitting the main kitchen units can range from 1 - 3 weeks whilst manufacturing of the specialist worktops can range from 2 – 6 weeks thereafter. We do our utmost to keep these times to a minimum but we are governed entirely by the specialist manufacturers, the availability of the raw materials and the manufacturing lead times at the factory. Of course, we will keep you informed of any possible delays.

10. Delivery.

We always aim to deliver the components of your fitted kitchen on the estimated date. The estimate of the delivery date that we provide is based on the information given to us by the manufacturers that we use to supply the components. We cannot be held responsible for the failure of these manufacturers to adhere to the dates that they provide to us. If there is a production delay, we will agree a new delivery date with you but we cannot accept liability for any direct or indirect loss arising from a delay. However, please be assured that we will do everything possible in our control to meet estimated delivery dates.

If you postpone the delivery date and this results in your units having to be stored at our carriers you will be liable for a storage charge per week per kitchen. If you postpone delivery within 10 working days of the agreed date or fail to take delivery on the agreed date you will be charged a delivery cancellation fee per cancelled delivery.

Please make sure that your kitchen furniture and appliances are properly and securely stored away after delivery and before installation begins. New kitchens should not be stored or installed in damp or freshly plastered space. We cannot be held responsible for any damage or deterioration to furniture stored under these conditions nor, for any losses due to theft or vandalism.

11. Recent legislation relating to the safe disposal of fridges and freezers preclude us from providing a collection and disposal service for these items.

12. Installing your kitchen.

Installers recommended by us are not employed by The Kitchen Designer. It is entirely your decision if you wish to accept any quotation they give you for installation of a kitchen supplied by us. The notes below are meant as a guide.

Fitting a kitchen is a building project that will disrupt your everyday routine. It could mean that the kitchen working area cannot be used for a time. It may be necessary to temporarily disconnect services such as gas, water and electricity, which could then be unavailable for the duration of the installation work. Although fitting a kitchen is a dusty business, our recommended installers will always do their best to keep your kitchen and agreed working area as tidy as possible.

Please note that you must observe safety instructions or advice that the installer gives you. They have to use hand and power tools and need free space in which to work. You must not let children play in the work areas at any time and they should not be allowed into the work areas without adult supervision at any time until the work has been completed. We take safety very seriously and need your co-operation in every respect. Installers may leave site if safety issues are being compromised.

Although we make every effort to ensure that all work has been identified, certain tasks or requirements may only become apparent when your existing furniture and appliances have been removed. Where this is the case, we will let you know and we/the installer reserve the right to charge you for any extra work involved. If we feel that the amount of work involved is sufficiently great that we cannot absorb the cost, will let you know what the cost of any necessary additional work will be.

13. Electrical & Plumbing work.

It is essential your home meets current standards and regulations. If the electricians/plumbers find that this is not the case, they will let you know what is wrong. They will let you know what it will cost to do the additional work necessary to comply with the current regulations. If you want them to do the work it will be charged at the end of the week of installation. If you wish to have a second opinion you may do so but that may interrupt the planned timescales with unforeseen consequences. **Installers cannot ignore such failures to comply with regulations and proceed as if they had not found them.**

14. Removing tiles.

If tiles are to be removed, it is unlikely that the surface will be suitable for painting and wallpaper decoration directly. If, during removal, any re-plastering is needed in order to continue with the installation of your kitchen, the installer shall let you know what the extra cost is. In the unlikely event of extensive re-plastering being required please be aware that this could result in installation of the units being delayed or postponed.

Prices and payment

15. To formally accept our quotation for your new fitted kitchen, please sign the enclosed order confirmation and sign both copies of these conditions (returning 1 to us with deposit), and return it to us together with your deposit payment equal to 30% of the quoted cost. Please note that the deposit is non-refundable. The final 70% becomes payable 7 working days before delivery of your kitchen.

16. Prices shown are valid for 28 days from the date of the original quotation.

17. To comply with the Data Protection Act, unaccepted quotations and associated paperwork will be destroyed 90 days from the date of the original quotation.

I confirm that I have fully read and understood the above conditions of sale, and now wish to proceed with my kitchen order under these conditions of sale.

Signed.....

Print Name.....

Date.....