

# Stoneworld Kitchens

## Terms and Conditions

### Stoneworld Kitchens. Terms and Conditions of Sale

1. "The Company" and "We" means Stoneworld Kitchens, currently trading from 43A Upper High Street Thame, Oxfordshire OX9 2DW.
2. "The Customer" and "You" means the person, firm or company purchasing the goods.
3. A contract will come into effect between the company and the customer when a quotation has been accepted and a 25% deposit is paid.
4. Whilst we will do our best to deliver and install within the timescales indicated to you, we shall not be liable for any loss or delay.
5. The customer will be responsible for insurance of all goods once they have been delivered to site.
6. Due to production processes, all kitchen materials may have slight variations in colour, grain or texture.
7. Title to the goods shall not pass to you until the goods are paid for in full. We therefore reserve the right to remove the goods, whether installed or otherwise, if they are not paid for in accordance with these terms & conditions.
8. No employee or agent of Stoneworld Kitchens has authority to make any oral representation or alteration concerning the price, nature or quality of the company's products or services unless confirmed by the company in writing.
9. The work to be carried out will be as per the specification agreed. All illustrations are for demonstration purposes only and this is not a sale by sample only.
10. Plastering, painting, decorating, flooring and tiling are not included in the quotation unless expressly stated. Please refer to individual quote.
11. The customer warrants that the premises are structurally suitable for the installation proposed. Unless otherwise stated our quotation for fitting assumes that the kitchen is cleared so far as is possible and any items to be retained are removed by the customer.
12. Existing wall tiles and floor coverings must be removed, unless included in the installation quote, & suitably located hot and cold water supplies and drainage must be provided and stop taps must be accessible and in good working order.
13. In the event of plastering works being undertaken, customers must be aware that 'patch up' plastering may not be suitable for over painting.
14. If applicable, a suitably located gas supply point must be available. All pilot lights must be correctly turned off. It is the customers' responsibility to relight all pilot lights. In the event that these conditions are not met we reserve the right to make an additional charge for any works necessary to enable the installation to proceed.

15. The customer shall give employees of Stoneworld Kitchens and their agents access to the premises at all reasonable times for the purpose of inspecting the kitchen, delivering and installation.
16. If required by Stoneworld Kitchens the customer shall make sufficient space available prior to delivery for the kitchen to be stored between delivery and commencement of installation.
17. Your plan, with the exception of supply only, will be checked before manufacture, small changes in size may be made in the interest of obtaining a satisfactory fit.
18. In the case of supply only, it is the customer's responsibility to ensure the installer used is competent and adequately qualified to install rigid kitchen units and appliances. Stoneworld Kitchens can accept no liability for faulty goods as a result of poor fitting.
19. We reserve the right to exchange goods for others of a similar specification in the event of unavailability.
20. We reserve the right to amend the quotation and plan in the event of any unforeseen circumstances arising or problems manifesting themselves upon installation.
21. Customers are advised to check all sizes on plans and listings prior to ordering. We do not accept liability for goods not fitting or being unsuitable in the case of supply only.
22. In the event of orders placed from architects plans (extensions, modifications and new builds) the customer is responsible for checking that built sizes after plastering comply exactly with the final kitchen plan sizes given. We strongly advise that customers continuously monitor and check sizing, and advise of any discrepancy in good time for alterations to be made prior to manufacture.
23. We do not accept liability for goods not fitting if internal dimensions have changed without ample notification. Any on-site modifications will incur an additional charge.
24. Where the customer undertakes to supply items or appliances it is their responsibility to ensure they are the correct size and specification. They must be available on site at the commencement of the installation. If for any reason the customer fails to have them available, causing the installation work to be delayed, any resultant cost incurred by Stoneworld Kitchens must be borne by the customer.
25. Customers supplying machines or equipment requiring power points, plumbing or venting, must ensure that this work is mentioned in the quotation and that they have supplied with the machine/equipment the relevant installation/venting kits.
26. Where the quotation includes the ducting of an appliance or installation of a waste disposal unit, we reserve the right to withdraw or amend this option if installation proves to be impractical or unsuitable.
27. It is usually necessary to provide a skip to allow for the safe disposal of existing kitchen units, worktop, all appliances and all packaging. If the customer requires Stoneworld Kitchens to arrange this, this should be discussed and will be charged for with installation. Should the customer wish to keep existing kitchen units/appliances etc. this must be made clear to Stoneworld Kitchens at point of sale, as additional costs may be incurred. Stoneworld Kitchens will not be liable for any damage to existing kitchen units/appliances during their removal.
28. It is the customer's responsibility to contact the local council to arrange collection of unwanted refrigerators and freezers.

29. We will endeavour to minimise inconvenience to the customer at all times, however by nature of the work we cannot be held liable for accidental damage, however caused, to existing property. Customers retaining existing floor covering or wall tiling must be aware that patching up work may be required before and/or after installation.

30. Electrical points must be correctly positioned to suit plan and of a suitable loading for appliances.

31. Should the customer wish to make changes to the order they are subject to the approval of Stoneworld Kitchens, any costs and/or delays incurred by Stoneworld Kitchens arising from such changes must be borne by the customer.

32. The initial design consultation at Stoneworld Kitchens is free of charge. When we present your design to you, we will require a **Client Engagement Deposit of £500** which will enable us to release these documents to you. This will also lock in any promotional offer we have offered to you at the time, and will be able to be offset against the balance payment of an ordered kitchen. To secure a kitchen order, (i) a 25% deposit of the total order value is required at least 8 weeks before the kitchen is required. (ii) A further payment of 50% is required prior to your kitchen being despatched from Italy. (iii) A 20% payment will be due before delivery to your home. (iv) 5% final payment is due on completion of installation. Nb. In the case of supply only payment (iii) & (iv) will be taken together before delivery.

33. You have 7 calendar days from the date of the agreement to cancel your order if an order has been confirmed in your home, in accordance with the Door Step Selling Regulations.

34. Deposits are non-refundable except in extenuating circumstances, to be decided at Stoneworld Kitchens.

35. In the event of cancellation, and/or delay, charges will be applicable in accordance with the stage of your order, to indemnify us against all losses. Additional charges for administration, design works and/or fitting costs, including lost time, may be applied at our discretion. You are required to confirm your reason for cancellation in writing and send it by recorded delivery.

36. Full balance payment for goods will become due if installation/delivery is delayed by more than 4 weeks from installation date given.

37. If delivery of the kitchen is delayed by the customer, a storage fee of £30 per week will be incurred.

38. All furniture, and certain appliances, are specifically manufactured to order only and therefore cannot be returned for refund. All other equipment returned for credit or exchange must be complete and in original packaging, and will be subject to a 30% restocking charge.

39. No claims for damaged goods will be accepted unless notification is given in writing at Stoneworld Kitchens within 7 days of delivery.

40. All items supplied are covered by individual manufacturer's warranties, which are effective from the date of delivery/installation. Installation is guaranteed for 12 months from the completion. Laminate worktops are not guaranteed against damage caused by ingress of water.