

KITCHEN & BATHROOM PLACE

Terms and Conditions of Sale - Tile & Bathroom Place Ltd, T/A Kitchen & Bathroom Place

1. The "Company" "We" "Our" and "Us" mean Tile & Bathroom Place Ltd, T/A Kitchen & Bathroom Place.
2. "The Customer" "You" and "Your" mean the person, or company purchasing the goods.

1.0 Guarantees

- a. All products sold are covered by individual manufacturer's guarantees. The guarantee is between the customer and the manufacturer, with Kitchen & Bathroom Place acting as an agent between the two. We will assist the customer with the implementation of these guarantees but cannot be held responsible for anything that is not covered by the manufacturer's guarantees.
- b. Some manufacturers offer free extended product guarantees, subject to registration of the products purchased by the customer. Failure to register your extended guarantee within the timeframe specified by the manufacturer will result in your products carrying the standard duration guarantee.
- c. All Kitchen & Bathroom Place installations carry a 1-year guarantee, subject to no interference with the work from any third party. This guarantee applies to the installation work only and is distinct from the manufacturers' guarantees on the products. Our installation guarantee covers work that is specified on our job sheet, and does not cover anything outside of the agreed scope of works (e.g. if your central heating system failed either whilst we were working in your home or subsequent to the completion of the installation, this would not be covered under our installation guarantee, as it would be due to an inherent fault to the existing system and not related to our installation).
- d. Title to the goods shall not pass to you until the goods are paid for in full. All goods and services must be paid for in full in order to validate the above guarantees.
- e. Most manufacturers provide care guidelines for their products which advise you on how best to take care of them. Please ensure that you familiarise yourselves with these. It is important to note that any faults that arise as a result of not following these guidelines may not be covered under the manufacturer's warranty.

2.0 Installation Orders

2.1 Installations

- a. All installation work will be carried out on behalf of Kitchen & Bathroom Place by experienced tradesmen. Electrical work is carried out by a qualified electrician who has an up-to-date authorisation to self-certify their work to the Local Building Control Authority. Installation of gas appliances will be carried out by a competent Gas Safe registered engineer.
- b. Kitchen and Bathroom Place will not handle any silica (other than in pellet form in conjunction with the business description shown in the Policy Schedule and in accordance with COSHH regulations), asbestos or substances containing asbestos, explosives, or radioactive substances. Any work and costs associated with the safe removal and disposal of these substances must be arranged by the Customer.
- c. Due to the nature of our work, lifting of existing floor coverings in other rooms may be necessary. Refitting of customer carpets/floor coverings is not included in our installations unless stated.
- d. Additional costs may be applicable after the removal of existing wall coverings (wallpaper or tiles), due to the condition of the wall's underneath, or after the removal of existing floor coverings (vinyl, carpet, laminate or other), due to the condition of the floor underneath.
- e. In the event of unavailability of products, we reserve the right to exchange goods for others of a similar specification.
- f. Some floor tiles will not be suitable for installation on uneven floors and a change of specification of the tiles may be necessary after the original floor covering has been removed.
- g. If fitted by Kitchen & Bathroom Place, all-natural stone tiles will be sealed during the installation process and will need to be resealed by the customer in the future.
- h. The customer shall give employees of Kitchen & Bathroom Place and their agents access to the premises at all reasonable times for the purpose of inspecting the same, delivering and installation. Any delays incurred because of lack of access at the appropriate time may result in additional charges to the customer.

- i. The customer is responsible for arranging access for the delivery of a skip on the agreed date (usually the day before the start of the installation). If the skip cannot be delivered on the agreed date due to lack of access, a re-delivery fee may be charged to the customer.
- j. Prior to delivery of the products, the customer is required to make sufficient space available for them to be stored during the installation.
- k. Prior to the start of the installation the customer is responsible for removing all personal effects from the kitchen or bathroom, along with emptying the airing cupboard and clearing the loft / roof space above the room to be installed.
- l. The schedule for installation works will be advised prior to installation but is subject to change, even after the commencement of works. Best endeavours will be made to complete the installation within the timescales indicated to you, but we shall not be liable for any loss or delay which may occur.
- m. If you request a change to your agreed installation start date, please be aware that rebooking could take 8-12 weeks depending on the next available fitting date.
- n. If the customer makes any change to the specification after the commencement of works, charges may apply if it causes fitting delays, or requires additional labour, materials, or products.
- o. If the customer undertakes to supply their own appliances it is their responsibility to ensure they are the correct size and specification, and they must be available on site at the start of the installation. If for any reason the customer fails to have them available, charges may apply if this causes fitting delays. If goods supplied by the customer are found to have any defects, or later develop a fault, it will be the customer's responsibility to contact their supplier to rectify the issue with the product and/or organise a replacement. Charges would apply should additional labour be required to fit a replacement part or product.
- p. When existing products are to be removed and re-fitted, all due care and attention will be taken in their removal. We cannot guarantee that these products will not be damaged during removal, or that they will be suitable for re-fitting. Kitchen & Bathroom Place are not liable for any such damages incurred, or consequential delays to the installation schedule, and any additional associated costs which are incurred as a result.
- q. When existing features (e.g. wall tiles/floor tiles/flooring etc.) are to be retained in situ in their current condition, all due care and attention will be taken during the installation works to preserve them in their current condition. Due to the nature of our work, we cannot be held liable for accidental damage to existing features. Customers wishing to retain existing features should be aware that patching up work may be required after the installation.
- r. All products will be in full working order by the end of the installation. All installations will be left reasonably clean, free of waste products and packaging unless otherwise stated. Please note that a deep clean / polishing service is not included.
- s. If any aspect of the bathroom or kitchen is used during the installation (prior to final sign-off), the customer is responsible for ensuring that all goods are in full working order with no damage or defects prior to starting to use them. All due care must be taken, and the room must be left clean, dry, and clear of personal effects ready for the installers to start work each day. Any reports of damage or defects to goods that are advised after use of the bathroom or kitchen may result in charges for the replacement and installation of those goods.
- t. If required, we will set up temporary facilities (e.g. WCs, temporary lighting, washing or kitchen facilities) for use during the duration of the works. Temporary facilities by their nature will not be permanently fixed in place, and customers must take all due care and attention to use them only as directed by our installers. We are not liable for any personal injury sustained whilst using such facilities caused by not using them as instructed. Please refer to our Health & Safety for further details.

2.2 Payment schedule for installation orders

- a. A deposit of 10% of the total value of the products and installation is payable at the time of booking. 40% of the total is due 6 weeks before the start of installation (or after the technical survey, whichever is the latest). A third payment of 25% of the total is due on the first day of the installation.
- b. You agree to pay the final balance of 25%* in full on satisfactory completion of all agreed works. Your designer will visit you for a final sign-off meeting at the end of the installation. If no snags are identified, then the full final balance will be due the day after the sign-off meeting. If any snags are identified during sign-off, your designer will proceed with the sign-off, with an agreed action plan for addressing the snags. This minimises inconvenience to the customer and enables full use of the new bathroom or kitchen. In this situation, the payment schedule for the final balance is 15% of the total due the day after the sign-off meeting and the final 10% due on completion of the identified snags. *Customers should note that the final balance figure may vary from the amount originally quoted, as a result of any modifications made during the installation*
- c. If the installation includes any bespoke glass elements (mirror, splashback, worktop etc), this will normally be installed a couple of weeks after the rest of the project has been completed. In order to enable full use of the new

bathroom or kitchen until the glass is fitted, your designer will visit you to sign-off the installation at this point. The payment schedule for the final balance is 15% of the total due the day after the first sign-off meeting and the final 10% due after the glass has been fitted and signed-off.

- d. Late payment: If payment is not received within 30 days of the invoice due date, interest may be chargeable. If an invoice remains unpaid after 60 days, then further action may be taken.

2.3 Cancellation, returns and refunds for installation orders

- a. You may cancel your order and receive a no quibble refund of the 10% deposit within 14 days of payment. After 14 days, the 10% deposit is non-refundable except in extenuating circumstances, to be determined by Kitchen & Bathroom Place. If significant unforeseen additional costs are identified when we carry out the technical survey, your 10% deposit will be fully refundable should you choose to cancel for this reason, even if this is more than 14 days after you place your order.
- b. Should you wish to cancel your order at any time after the technical survey has taken place, please notify us as soon as possible and confirm the cancellation to us in writing. Charges will be applicable in accordance with the stage of your order, to indemnify us against all losses in respect of costs already incurred (this includes, but is not limited to, costs for labour, materials and products purchased). Additional charges for planning, administration, and lost time may be applied at our discretion, typically to a value of 10% of the total value of your order.
- c. Where we are able to return products already purchased for the installation, any refunds given will be subject to a re-stocking charge. Refunds will only be possible on complete, unused products which have not been fitted and which are in their original condition and packaging. The deadline for returning some products may have passed, meaning that they will not be eligible for a refund. Certain products are specifically manufactured to order and therefore cannot be returned for a refund under any circumstances unless they are faulty. This applies to all bespoke products, special order items and most built to order kitchen and bathroom furniture.

3.0 Product Supply Orders

3.1 Our design service and using your own installers

- a. All bathroom and kitchen designs created by Kitchen & Bathroom Place must be verified prior to commencement of any related construction works and/or purchase of any products. If you choose us to install your bathroom or kitchen for you, we will verify the designs during our technical survey. Verification of the designs should include checking all measurements and the suitability and dimensions of all suggested products, along with checking the quantity of tiles required. The customer should cross check the products specified on their estimate or invoice to the design and should ensure that they understand which products they have ordered. It is the customer's responsibility to ensure this verification takes place, and we accept no responsibility if any unsuitable products are ordered.
- b. It is the responsibility of the customer to ensure that their chosen installer is competent and adequately qualified to install the products purchased. The installer should ensure that they understand the designs and the manufacturer's fitting instructions for all of the specified products prior to the start of the installation.
- c. Kitchen & Bathroom Place can accept no liability for product issues, defects or faults arising because of poor workmanship on product supply orders.
- d. All products should be received by the customer before committing to an installation schedule. Quoted delivery timescales for all products are approximate & subject to change, due to manufacturer's production & delivery schedules. Best endeavours will be made to deliver within the timescales indicated to you, but we shall not be liable for any changes to quoted delivery dates, or for any subsequent loss or delay which may occur.

3.2 Payment Schedule for Product Supply Orders

- a. A deposit of 50% of the total value of the products is payable at the time of order. The final 50% is due before or on the day of collection or delivery of the products. Under no circumstances will products be released for collection or delivery unless full payment has been received.
- b. For products which are specifically manufactured to order we require full payment at the time the order is placed. This applies to all bespoke products, special order items and some built to order bathroom and kitchen furniture.
- c. If payment is not received within 30 days of the invoice due date, interest may be chargeable. If an invoice remains unpaid after 60 days, then further action may be taken.

3.3 Cancellation, returns and refunds for Product Supply Orders

- a. You may cancel all or part of a product only order (excluding tiles, see point b below) within 30 days of the original order date. Refunds will only be given on complete, unused products which have not been fitted and which are in

their original condition and packaging. The customer is responsible for returning the products to Kitchen & Bathroom Place. All such refunds will be subject to deduction of re-stocking charges and administration charges incurred by Kitchen & Bathroom Place.

- b. Due to batch code changes, there is a very limited returns window for tiles. All requests for returns of tiles will be dealt with on an individual basis. Many tile manufacturers will only accept returns of complete boxes of tiles, and re-stocking charges will apply.
- c. Certain products are specifically manufactured to order and therefore cannot be returned for a refund unless they are faulty. This applies to all bespoke products, special order items and most built to order bathroom and kitchen furniture.

3.4 Delivery of Product Supply Orders

- a. We will ask the customer to agree a delivery date at the time of purchase.
- b. For most products, including kitchen cabinets and kitchen appliances, we can usually arrange delivery on a specific date. We can sometimes only advise which week the delivery will arrive, with the actual day of delivery confirmed to you 24-48 hours in advance. The standard service is a one-man delivery to the ground floor only, and someone MUST be available at the delivery address on the day of delivery who is able to assist the driver with unloading the products.
- c. A two-man delivery service to the ground floor is available on request - additional charges will apply.
- d. Tiles are delivered on a pallet to the kerbside only. Someone MUST be available at the delivery address on the day of delivery who is able to unload the tiles to the desired location. The delivery driver will not unload the tiles from the pallet due to Health & Safety regulations.
- e. All goods must be inspected upon delivery and any claims for non-delivery, shortages or damages must be reported within 48 hours. Any such claims reported to us after this timeframe will not be accepted.
- f. If nobody is in when delivery is attempted on the agreed date, or no-one is available to unload the products, then a re-delivery charge may need to be paid by the customer before delivery can be re-arranged.
- g. If you ask us to delay the agreed delivery date for your products, we will hold the products for a maximum period of 30 days from the original planned delivery date. Customers will be required to pay their final balance as per the original schedule agreed – the due date for payment of the final balance will not be delayed. Additional charges for storage may also apply. If we have not been notified of the revised delivery date within 30 days, we will contact you to arrange this.
- h. The customer is responsible for the safe-keeping and insurance of all goods once they have been delivered.

3.5 Collection of Product Supply Orders

- a. Products must be collected by the customer within the timeframe agreed at the time of purchase. By their nature, many of the products we supply are large / heavy and require two people to handle them. The customer is responsible for arranging collection of the goods by sufficient persons who can handle the goods. If this is not possible, then the appropriate delivery service will need to be arranged – additional charges will apply.
- b. All goods must be inspected promptly by the customer after they have been collected, and any claims for defects must be reported to us within 48 hours of collection. Any such claims reported to us after this timeframe will not be accepted.
- c. The customer is responsible for the safe-keeping and insurance of all goods once they have been collected.
- d. If you ask us to delay the collection date for your products, we will hold the products for a maximum of 30 days after the original planned collection date. Customers will be required to pay their final balance as per the original schedule agreed – the due date for payment of the final balance will not be delayed. Additional charges for storage may also apply.
- e. If products remain uncollected 30 days after the original collection date agreed, we will assume they are no longer required, and we will attempt to return the products to the manufacturer. Any refund payable to the customer will be calculated subject to the charges and exclusions stated in section 3.3 above.