

TERMS & CONDITIONS

Schedule of Dates – Definitions.

1. Final Manufacturing Postponement Date

One of the reasons why we are able to maintain such competitive prices is because we have very exact production scheduling. Once an order is taken and dates agreed, we “book out” the required resources such as production capacity, materials fitters (if ordered), delivery etc. (if ordered). In the event that we are given enough notice, in writing - by this Final Manufacturing Postponement Date - that you cannot meet these dates, then we have the opportunity to reallocate the “slot” at no additional cost to us. Beyond The Final Manufacturing Postponement Date it does not give us enough time to re-sell your original slot and, further, your new slot takes out the opportunity to schedule a new client. This costs us a lot of money. In order to remain competitive we have to pass on a proportion of that cost to you. It is painful and very annoying, we know, but we have to be absolutely rigid in our cost control. There is a flat fee of £500 plus VAT if you are not able to meet our Criteria for Survey by the date specified (see notes below on Criteria for Survey). If you have elected to Self- Fit then you must be able to meet the Final Signed off Drawing Date.

2. Worktops, Appliances, Taps, Handles, Door Style, Paint Colour etc.

This is the final date that we require your definitive choice on the above items. Beyond this date, due to lead times Etc., we cannot guarantee that we will be able to supply your choice. In certain circumstances we may be able to obtain certain items you require but this may mean additional costs: Overnight Delivery, Courier Service Door to Door etc. We will, of course, inform you of the charges so that you can authorise them, giving you the opportunity to make another choice, or pay the additional costs.

3. Final Drawings Sign Off

This is the final date by which we must have your drawings returned to us – duly signed, design agreed. No further revisions to the design can be made after this date

4. Survey must be completed By: (Self Fits excluded)

This is the date by which we must have completed our technical survey of your kitchen.

5. Cabinet Engineer

This is the date when your kitchen design will be broken down for manufacture. The gap between Critical Survey Date and Cabinet Engineering is to allow time for any final adjustments required as a result of the actual survey itself.

6. Manufacturing Date

This is the date that your design will go into production.

7. Paint Date

This is the date that your kitchen will go into our paint department to be finished.

8. Payment to Release Kitchen for Dispatch

This is the last date that we must have the balance paid on your account. Due to some of the long winded processes undertaken by banks we need this time to ensure funds are cleared before we release your goods from our warehouse. We will NOT deliver any goods that have not been paid for! In the event that we have not been paid then the fit will be automatically postponed to another date, and you will incur a postponement fee of £1000 to cover our fitter's costs.

9. Week Commencing Fit Date

This is the date at the start of the week that we will initially deliver and, then, fit your kitchen. We may deliver on a Monday and start the fit on a Tuesday, or we may deliver on a Tuesday and start on Wednesday. A delivery date and a fitting start date will be confirmed to you during the preceding week.

10. All Fit Dates are Provisional

Until we have received signed off plans and completed our on-site survey we cannot confirm your fit date – We will endeavour to keep to this provisional date but reserve the right to move it if we do not receive the signed off plans and/or following our survey we feel that your site will not be ready for fitting.

OTHER TERMS

1. TITLE

All items remain the property of the company until fully paid for.

2. PERFORMANCE

If, in our opinion, any goods have been used in an inappropriate way or have been stored in an unsuitable environment then all guarantees are void. All our goods are for domestic use only unless otherwise stated on the invoice. Every item leaving In-Ex Designs (Kitchens Are Us) is checked prior to despatch to ensure it is in top condition, but the company cannot be held responsible for changes in the condition of any item once it is in the customer's possession. Since all items are made to order we cannot accept returns or exchanges if an item proves to be unsuitable.

3. GUARANTEES

We offer a two year statutory guarantee against both workmanship and cabinetry where we have fitted the kitchen. If in the event that remedial works are required then it should be noted that: If we are fitting a kitchen where either the walls have been recently plastered or the site is not watertight then our guarantee does not cover swelling of unit doors, drawers, worktops, paint cracking etc. Remedial works, not covered by our guarantee, are chargeable at £350 per day - or part thereof -plus materials and travel, plus vat. In the event that, in our opinion, a customer has not followed our instructions for care and maintenance regarding worktops or cabinets then all remedial works will be chargeable. All Guarantees are for products supplied by the company only, and we are not liable for any consequential loss as a result of product failure and its resulting replacement or repair. We are only liable to replace the goods if a fault occurs, that is not repairable, within the guarantee period from the date of the order. At no time can a refund be given. This does not affect your statutory rights. If we are requested to make a site visit to inspect a product failure and, in the opinion of the company, that failure is a result of incorrect usage, maintenance or abuse then the company reserves the right to charge for that visit at £60 + vat per hour including travel. Please Note; Guarantees are not enforceable until all invoices are settled.

4. THIRD PARTY GOODS

Where we have been contracted to supply third party goods such as appliances, handles, sinks, taps etc. we are bound by the manufacturers' guarantees and terms of replacement. This may affect our ability to respond to remedial works. In certain cases, mostly with appliances, any warranty issues must be addressed directly to the manufacturer.

5. WOODEN WORKTOPS

Solid wood worktops are a natural product. They require maintenance on a regular basis to ensure long life and a product free from defect. Since we cannot monitor or control how the maintenance is carried out by our customers we can only offer a limited guarantee on wooden worktops. This guarantee is limited to defects in the worktops within 60 days of the installation or supply. Properly maintained wooden worktops should give a life time of service. Storage and care information is provided with each installation or supply. If you have not received your free guide please call us. Where a wooden worktop butts up to or is in the proximity of a storage type cooker we must advise clients that due to the nature of these cookers and the type of heat they emit that we cannot guarantee the performance of our worktops in these locations. The client must understand that there is a small risk that splitting may occur due to the intense and consistent heat.

6. ORDERS

A customer may cancel an order once placed but will lose any monies paid, since once we have placed the order on their behalf we are obliged to complete the purchase. We cannot be held liable for any consequential loss for delays that originate from goods supplied by third parties.

7. DELIVERIES

The Company may use an outside contractor for deliveries. They will be given as AM or PM only. All delivery times are an estimate only and, as such, we cannot be held liable for any delays - however caused - that lead to either a late delivery or rescheduling of delivery. If in the opinion of the delivery driver access to either the site, or the proposed location may compromise safety or the integrity of the item (or items) being delivered, then the company reserves the right to return the goods to the warehouse without refund of the delivery charge. The customers must then arrange for their own collection of the items or re-delivery can be arranged at an extra charge. The customer must notify us of any difficult delivery issues. All delivery costs are based on the company providing two men and transport to the designated location. Due to the size and weight of cabinets please ensure that there are 2 additional people available to assist with the unloading and carrying into the property. In the event that this cannot be provided, the delivery will be rescheduled and invoiced again. Alternatively, the customer may inform us in advance and agree to pay the costs of additional labour.

8. STORAGE

The company understands that it may be necessary to store items for a limited period of time on behalf of a customer. The company can store items, as long as they are fully paid for. We have very limited storage facilities and therefore we have contracted out our excess storage. We will have to pack and load each kitchen stored. The charge for this is based on a sq/m rate and will be quoted at the time.

9. INSPECTION

Each kitchen or kitchen item should be inspected on delivery and any faults or shortfall reported within 48 hours, after which it is assumed that the client accepts possession of the goods and that they are as ordered. The company cannot be held liable, where a fault occurs to either structure, worktops or finish and, in the opinion of the company, the fault is as a result of incorrect storage, incorrect fitting (except where we are contracted to fit) application, or use of an aggressive cleaning chemical or implement, or incorrect maintenance of work surfaces or incorrect finishing. Advice on finishing units is available from the company.

10. REPRODUCTION

Each kitchen or item of furniture is individually handmade therefore the company cannot be held liable for minor differences in design from showroom samples. It may be necessary to make minor adjustments to dimensions during the manufacturing process. Any major aesthetic or design change will be referred to the client prior to commitment. The company works to tolerances of +/- 5%. All our work will be carried out to the same standards as represented in our showrooms. If the company encounters quality control, or material supply problems that may affect schedules or deliveries we reserve the right to alter the material specification used in the construction of our cabinets without reference to the client.

11. CUSTOM FINISHING

If the company is contracted to finish the items then we will undertake to emulate both colour and style of any example on which the finish effect was based and ordered but the company is not liable for minor differences that may occur due to slight colour differences in paint batches or other finishing materials that are beyond our control. We cannot guarantee exact reproduction. In the event that the customer is supplying a colour code for us to match then we reserve the right to use our own supplier of paint for supply of the colour. Minor differences may occur for which the company cannot be held liable. Minor cracking may occur to the paintwork due to atmospheric changes; this is easily taken care of with some touch-up paint and is not covered by our guarantee.

12. SELF FINISHING

In the event that we are supplying units unfinished and a fault occurs we reserve the rights to void any company or product guarantees if, in our opinion, they have been finished or treated with unsuitable chemicals or finishing materials or the units have not been sealed in the correct manner, or the units were left exposed in non-watertight or damp conditions prior to painting.

13. SELF-FITTING

Fitting of our kitchens is a professional job and we highly recommend use of our recommended kitchen fitters. If a customer uses another contractor other than those recommended by In-Ex Designs (Kitchens Are Us) or decides to undertake the fitting of their kitchen themselves then the company cannot guarantee any performance of the product since we have no control on the quality of the fitting. This includes both units and worktops. We may also deliver units in a form that allows unhindered access for the fit. This may mean minor assembly of plate or wine racks. Please note that on all 'supply only kitchens' the customer is responsible for ensuring that all measurements are correct. The company accepts no liability for incorrect measurements even if we have carried out the original design. The design does not constitute a technical survey. All technical aspects need to be checked by the customer or their own fitter prior to signing the drawings.

14. FITTING

Where we are contracted to fit the customer must ensure that: - There is full and unhindered access to the site including any previous kitchen and debris removed all building works, electrical and plumbing works are completed pertaining to the kitchen site, design and survey requirements. That the site is clean, safe and watertight and we are able to conduct the fit unhindered by other trades or works. Switched fused 240v power must be provided. If, in the event that the fitters need to extend electrical or plumbing works then appropriate labour and material charges will apply. Heating is on if possible. Aga (where relevant) installed and all appliances on site. In the event that, in the opinion of the fitters, the site is in a state that would not allow the fitting to proceed OR would compromise the integrity of the kitchen units and/or worktops, or other contractors' works have not been completed to allow the fit to proceed, then the company reserves the right to withdraw from the site until the kitchen is ready to fit as per our terms of fitting. The customer will be charged £300 plus vat extra for each day that the site is not accessible for the scheduled duration of the fit to a maximum of 5 days. If we are required to reschedule the fit as a result of any of the aforesaid items then we will make every effort to revisit as quickly as possible but cannot be held liable for any delays. The fitters are contracted to fit only units and worktops supplied by In-Ex Designs (Kitchens Are Us). Due to current building regulation legislation we cannot connect any appliance, sink or tap. You should undertake to make your own arrangements for this. A contract to fit includes the following items where appropriate: - Fitting of all kitchen carcass units and non-electrical or plumbing components as supplied by the company Installation of sink (not waste) and cutting of tap holes and drainer grooves to wooden worktops supplied by the company. Scribing and cutting of the work surfaces Granite worktops are the responsibility of the appointed granite worktop supplier. A contract does not include: - Removal of existing kitchen making good as a result of removal or repairs caused by other contractors Disposal of any waste other than standard waste created whilst fitting. Installation of any non-supplied unit or appliance (unless quoted for) Venting extractors through walls Due to new laws we cannot connect any electrical appliance – this must be carried out by a qualified electrician. Removal of any refrigeration or any domestic appliance (We cannot dispose of fridges as under law disposal of such items is governed by strict environmental restrictions –please contact your local council) If in the event that (as a result of a design or manufacturing error, however caused) extra time is required to ensure successful fitting; or in the event that a unit has to be re-made then the company is not liable for any consequential loss whilst remedying the error. The company will ensure that a minimal disruption occurs and will ensure that all errors are rectified as quickly as possible.

15. DESIGN – PLEASE NOTE – IMPORTANT

Our design team is there to design your kitchen. A Design does not constitute a technical survey, and therefore all measurements are for guidance purposes only. Our design, when presented or sent to the customer, is our interpretation of the customer's requirements. The plan may have evolved as a result of a combination of a number of physical sketches, measurements or discussions that may have taken place or been supplied from the customer to the designer during the design process. If there is any critical aspect to the kitchen design that the customer wishes us to factor into the design, please ensure that this is noted on the drawing (if not already the case). We cannot be held responsible for errors and omissions if the drawings are signed by the customer without specific reference to critical items. In the event that a client is unsure of any aspect of the design, measurement or technical aspect of the kitchen design, we request that the client contacts the designer or company to raise the query for clarification. Once the drawing has been approved either in writing or verbally the company cannot accept any liability for any aspect of the design or measurement that may deviate from the client's desired design or measurement criteria. We operate to tolerances of +/- 5%. All measurements where specified are taken across the face of the units, and in order to establish the internal measurements of a cabinet will require deduction of approx...72mm. In the event that we are supplied with measurements by a customer or their appointed agent we accept no liability for inaccuracies that may occur as a result of either measurements, and/or description. In the event that alterations, re-visits or re-makes are necessary to rectify an error the appropriate charges will be applied.

16. CHANGES TO SITE

All events or changes that occur to the designated site that may directly or indirectly affect the design must be relayed at the earliest possible moment to us. In the event that a structural or aesthetic change occurs that we have not been informed about and, as a result, either the fitters have to leave the site, or extra work is required to overcome it, or a new unit has to be made to overcome the problem, then the appropriate charges will apply.

17. REDESIGN

In the event that a design is commissioned and then the client requires a complete re-design as a result of a change in building works or planning then another fee is payable. If a designer has to re-visit then this fee will be equivalent to the original design fee. If a visit is not required, but the plans have to be completely re-drawn then a standard drawings fee of £150 will apply. In both cases these charges are non -refundable.

18. THE TECHNICAL SURVEY

All sites within 50 miles, except where the customer has elected for supply only, will be inspected prior to manufacture by our technical survey team. They will advise you of any pre-works required and check what has been designed will fit. If you are located in excess of this distance then we can carry out a survey for an additional fee of £250, otherwise it is entirely your responsibility to ensure that what has been designed, and the measurements stated, will fit. All works must be carried out according to the parameters of the design and we cannot be held responsible for any consequential loss as a result of works carried out by other trades.

19. POST SURVEY ADJUSTMENTS

Once a survey has been completed there may well be the need to make adjustments to the design/cabinetry to ensure correct fitting. In the event that the adjustments are minor i.e. a small adjustment to cabinet width that as a result will not have an effect on the overall design of the kitchen, the company will automatically make these adjustments without notification. In the event that the adjustments required are more significant - which may have a small effect on the design - then we will call you to explain the changes that will be needed. In the event that the changes required are significant enough to require a re-draw then we will have to produce another set of plans which will need to be checked, signed and returned as quickly as possible.

20. SITE ACCESS

It is the customer's responsibility to make sure that any appliances ordered will fit through the doors of the property. In the event that a door or surround needs to be removed to increase access it is the responsibility of the customer to arrange for removal and refitting.

21. CUSTOMER SUPPLIED APPLIANCES

In the event that a customer chooses to supply their own appliances it is the customer's responsibility to ensure that the appliances are on site in the kitchen area by the time we start the fit. It is not The Company's responsibility to transfer any appliances from outbuildings into the kitchen. Should this be necessary, a £20 per item charge will apply. The Company will not be responsible for any damage caused to appliance or property during any such transfer. In the event that a customer chooses to supply their own appliances and have previously arranged with us to have them delivered to us for delivery with the kitchen a £40 per item charge will be applied. We will not inspect any items delivered to us and will sign for them "unseen" and will not be responsible for any damage to the item whilst in transit to us or whilst being stored on our premises.

22. SURVEY CRITERIA

In order for a survey to be carried out the following conditions must be present. All structural/architectural work must be completed. For example: removal of walls, beams (in or out), creation of new windows, doorways and ceilings. Installation of new walls, floors etc. We need to be able to establish floor levels so final screed must be in place. First fix electrical and plumbing works must be completed. Aga preferably installed but as a minimum the Aga plinth must be installed. A date for completion for any remaining works if the Survey Criteria have not been met, in the opinion of our surveyor, by the Critical Survey Date then we will have to re-schedule your order. Any new dates will depend on availability and also your ability to meet the Survey Criteria. Please be advised that in the event that you are not able to meet Survey Criteria and you have not contacted us regarding this before the Final Manufacturing Postponement Date the manufacture, paint and fit of your Kitchen are liable both to re-scheduling AND to surcharge of £1000 as in the "Schedule of Dates" above. Our surveyor's decision is final.

23. PAYMENT

Our standard terms and conditions for payment are:-50% Booking Deposit -The balance of the payment is due by the Payment to Release Kitchen for Dispatch date which is 14 days prior to delivery. Payment to Release Kitchen for Dispatch Due date remains fixed even if you have to move your fitting date. In the event that payment is not made then the company shall bear no consequential loss as a result of failure to pay. The company reserves the right to charge for both additional storage whilst awaiting payment and also add interest if the account is not settled within 14 days from the notified payment date. This interest rate is 5% above Barclays Bank base rate. In the event that a balance is not paid within 30 days of the Final Balance Payment Date, then the company reserves the right to default the contracting writing and to sell the kitchen or item ordered to try and recover any outstanding balance. All deposits will be lost. The company reserves the right to look to the customer for any outstanding balance after all items have been sold and allocated against the account.

24. FITTING AND FINISHING - CANCELLATION CHARGES

Where the company has been contracted to undertake either finishing or fitting and the customer decides to undertake either or both of these items themselves there will be no refund on the original order contract. In the event that, due to building works or site delays, the company cannot re-schedule either the fitting or the finishing at a convenient time to the customer - due to a full order book -and the customer decides to undertake either of these tasks independently, the service charge for those items will still be payable. Issued by In-Ex Designs (Kitchens Are Us) The Company reserves the right to alter these conditions without prior notice.

There is a 14 day cooling off period to cancel. If you cancel your contract for the Services during the Cancellation Period, we shall reimburse you for all payments received from you. All reimbursements shall be made to you within 14 days and using the same means of payment as you used for the initial transactions, unless you have expressly agreed otherwise. A cancellation fee will be charged for any work carried out for designs provide, items ordered and non-returnable goods when a quick delivery has been expressed by the customer.

Example:

The customer has paid a deposit and arranged for the kitchen to be installed a week later. We arrive and begin installing kitchen components, however the customer has change their mind the next day. The customer has to pay £150 for the cost of labor, £50 for tiling that can't be uninstalled without damaging it, £25 for returning items to the warehouse and a £150 cancellation fee (5% of the original quote) also, any loss of profit caused by customers cancellation (e.g. if they set aside time to do your work and can't book another job for the same period).