

## TERMS & CONDITIONS

### PARTIES TO THE CONTRACT:

**Supplier:** Codsall Kitchen Studio Ltd

**Purchaser:** You – the retail customer

This contract is between you the purchaser and Codsall Kitchen Studio Ltd.

### PRODUCTS TO BE SUPPLIED

#### Kitchen Units / Cabinetry

- The products to be supplied (and installed where applicable) are set out in the Contract. The specification, size, constructions for each unit are made clear upon presentation of ideas and costings and are detailed within the contract.
- If you, the purchaser, have any questions or doubts relating to specifications and materials used in the construction of the kitchen units / cabinetry, the onus is on you, the purchaser, to ask for clarification – prior to placing your order with the supplier and the contract being raised.

#### Appliances

- The electrical/gas appliances to be supplied and installed when applicable are detailed on the contract, including make and model number.
- Additional Products  
Any additional products /work to be provided must be clearly indicated on the contract.

#### Granite/Stone

- All granite/Stone worktop/upstands/splashbacks are purchased from a specialist supplier. The prices given in respect of these items are estimates and will be confirmed following the receipt of notification of your required specifications and templating by our supplier.

#### Survey

- Our fitters carry out a technical survey to ensure the Contract specification is correct and to examine your property. This is to ensure that your kitchen can be correctly installed. In the event of unforeseen structural difficulties Codsall Kitchen Studio Ltd reserves the right to cancel the contract and to return your deposit.

#### Building Works

- In the event that building works are required, an estimate will be provided. If the estimate is acceptable an official quotation will then be supplied and a separate contact (separate from that of the kitchen cabinetry, appliances, accessories and fitting).
- If necessary, a building contractor might be requested to provide a quotation for the works required. This being the case, a written quotation will subsequently be provided and if acceptable, a contract raised for such works. This contact would be between you and the building contractor.

#### Variations

- Variation to this agreement must be agreed between both parties and must be confirmed in writing.
- If the price is affected by any changes this will be confirmed in writing and added to the previous total agreed.
- After technical survey, Codsall Kitchen Studio Ltd reserves the right to make any deviation from the specification in the contract and plans which would not materially affect the design, if in the opinion of Codsall Kitchen Studio Ltd, such alterations would facilitate the proper execution of the work.
- If the parties agree on the necessary deviation/ variation, the variations will be recorded in writing. This variation in all aspects shall be governed by these terms of sale and the variation form will be signed by both parties.

- If the parties cannot agree on the necessary variations, 'Codsall Kitchen Studio Ltd reserves the right to terminate the contract(s) forthwith by written notice to the customer and the customer will not be entitled to any damages.

#### Price

- The price of the kitchen is detailed on the contract order form. Please note this includes all items listed in the contract, extra products - their installation and other works where indicated. Any alterations to the contract will be clearly indicated on a variation form, together with price variation if applicable.

#### VAT

- VAT is payable by you at the appropriate rate and is included within the retail prices indicated on the contract(s).

#### Payments

Fully Installed Kitchens:

1. 25% deposit. This is payable on order. Orders cannot be taken until agreement of contract(s).
2. 65% payment required (as cleared funds) just prior to delivery.
3. 10% Completion / Outstanding Balance upon completion of all works.

Supply Only Kitchens:

1. 25% deposit.
2. 75% payment required (as cleared funds) just prior to delivery.

ALL GOODS remain the property of Codsall Kitchen Studio Ltd until paid for in full by you, the purchaser.

#### Free Design Service

- Pending a 'local' site visit or upon receipt (*from you - the customer*) of either architect drawings or your own plan view - fully dimensioned drawing in mm, Codsall Kitchen Studio will produce preliminary designs and costings.
- Codsall Kitchen Studio has given this work a nominal value of £500. This fee needs to be paid, by card or electronic transfer, should you wish to leave Codsall Kitchen studio with the afore mentioned designs and costings, without first placing an order and paying a deposit.
- The £500 design fee will be refunded in full, upon receipt of your order and your initial deposit amounting to 25% of the total order value.
- Local site surveys are deemed as property visits within a 20 mile radius of Codsall Kitchen Studio.

#### Delivery and Installation

- Delivery and installation will be made on a date convenient to both 'Codsall Kitchen Studio Ltd and you, the purchaser.
- Codsall Kitchen Studio Ltd will attempt to comply with any reasonable request regarding the date of delivery and installation.
- Codsall Kitchen Studio Ltd reserves the right to charge a retail price of £36 a week for storage of kitchens, should you the customer be unable to accept your kitchen on the agreed delivery date.
- Any periods quoted for delivery and installation are for guidance only.
- Upon completion / after full installation, the purchaser agrees to check the installation for faults with the Codsall Kitchen Studio Ltd's installation team and will 'sign the installation off.
- If any further marks or faults are found, after Installation and 'sign off,' you must inform Codsall Kitchen Studio within 48hours. It will be at Codsall Kitchen Studio Ltd's discretion as to how any issues will be rectified.

- The customer will be given a certificate for any Gas or Electrical work undertaken.
- Codsall Kitchen Studio Ltd can't accept any liability for damage occurring to 'supply only' kitchens that has arisen due to the purchaser's poor / incorrect storage of goods. It is up to the purchaser to ensure that there is a secure, dry and safe storage environment ready for acceptance of all kitchen goods.
- Codsall Kitchen Studio Ltd accept no liability for damage caused to 'supply only' kitchens as a result of poor or incorrect fitting of cabinetry, worktops, gas or electrical appliances.
- Codsall Kitchen Studio Ltd accepts no liability for injury to the purchaser or the customers own fitters / installers for 'supply only' kitchens, worktops, accessories and appliances.

#### **Warranties**

- All appliances are supplied with a standard Manufactures warranty and if applicable the manufacturers after sale service.

- All granite / stone and laminate worktops, upstands and splash-backs are supplied with standard manufacturers warranties and if applicable, the manufacturers after sales service.
- All kitchen units, cabinetry and worktops (where worktops are an integral part of the furniture range) are supplied with any manufacturer's warranty and if applicable, the manufacturers after sales service.

#### **Cancellation of Contract**

- You the purchaser /customer have the right to cancel your contract in writing. You, the customer, must pay Codsall Kitchen Studio Ltd any expenses that they have incurred during the term of the contract – and prior to its cancellation. Any verbal cancellation made to Codsall Kitchen Studio must be confirmed in writing (letter – hard copy or electronic / email)

#### **Law / Consumer Rights**

- Nothing in these Terms and Conditions affects your Statutory, Consumer Rights.

**Codsall Kitchen Studio Ltd, 4a Station Road, Codsall, Staffordshire WV8 1BX.  
Registered address: 251 Castlecroft Road, Wolverhampton WV3 8NA.  
Registered in England & Wales/ Co Reg No: 12677936**