

Special meaning of words

Certain words used in this contract have particular meanings, shown below or on the cover page. Every time we use this word, with this particular meaning, it is printed in **bold**. If the word is not in bold, we are using it in its ordinary English sense – for example the **'work'** and the **'work'** both appear in this contract.

Accessory, Accessories

Referrers to electrical/gas powered appliances (i.e. ovens, hobs, fridges, freezers, microwaves, etc.) and other items 'normally' found within that do not fall within our definition of **'kitchen'**.

CAD

Computer Aided Design software used for the planning and presentation of your kitchen proposal.

CDM

The Construction (Design and Management) Regulations 2007.

Change, changes or changing

Refers to **changes** to the planned **work**. This includes anything added or left out. Changes can be instigated by **you** or **us**.

Completion date

The date on which the **work** is expected to be substantially completed so that the **site** is ready to be handed back to **you** ready for use, even if there are some minor outstanding items.

Defects liability period

Twelve months from the **completion date**. See Section 22.

Documents

One, more or all of the **documents** referenced in Appendix A of this contract. Or relevant legal documents outside of our contractual agreement.

Due date or date on which payment becomes due

The date shown on any invoice. Issue date and due dates are shown on our invoices.

Estimate

An estimated cost of the works agreed which may **change** before or during the course of the **work**. Adjustments will be agreed as detailed in Section 11.

Images

Digital still photographs and/or video footage. Taken on either specialist photographic equipment or a mobile phone.

Invoice

Means any Deposit invoice, interim invoice(s), the final invoice or any additional invoice(s) that **we** send **you**.

These are for the payments that are due, including any changes to the **price** under Section 11. **VAT** will be added where applicable. Invoices will be issued by email.

Interest rate

3% above the Bank of England base rate. This is calculated from the date the amount was due, until the date of payment; daily; and at the **interest rate** in force on each day.

Kitchen

Refers to furniture that includes Carcasses, doors, plinths, panels, cornice/mouldings, worktops, upstands, shelving, storage solutions, sinks, taps, plumbing accessories, handles etc).

Price

The figure(s) given in our estimate. These may change under Section 11.

All transactions to be made in GBP sterling from a UK bank account.

Site

Any 'relevant areas' at the address of the installation and/or delivery/storage. These will be identified based upon site conditions and convenience.

Start Date

The planned date upon which work will commence on **site**. This date is only known once your order is placed, and delivery is confirmed by the relevant manufacturer(s).

Supply Only

Where **we** supply goods but have no involvement with the receiving or unpacking of or fitting/installation.

THKC

See **we, us, our**.

Value added tax or VAT

VAT applies at the current rate.

Our **estimates** and **invoices** include the rate of VAT which applies when your payment is due.

The VAT rate will only be varied by prior agreement and in adherence with current Government guidelines. See Section 3.

We, us, our

The Hertfordshire Kitchen Company Ltd and/or its employees.

Work

The **work we** will carry out, set out in the **documents**. The **work** may include a design obligation by **us**.

Work period

The time between the **start date** and the **completion date**.

We may not be on **site** at all times during this period.

You, your

The client (see the contract cover page).

Interpretation

This contract is written in plain English.

In this contract, references to an act of parliament or part of an act of parliament include any changes which are made to it.

If any term, condition, paragraph or sub-paragraph is invalid, it does not make any other term, condition, paragraph and sub-paragraph invalid.

If there is more than one of **us** or **you**, this contract applies to all of those people together, and to each of them on their own.

This contract is governed by the law of England and Wales.

Contract Terms & Conditions

Our main obligation – to supply the agreed goods and do the work.

1. ASSESSMENT OF WORKS & ESTIMATES

- 1.1. We do not charge for **estimates** for domestic refurbishment projects. A non-chargeable **estimate** includes; time, travel expenses, measurements, phone calls and emails.
- 1.2. An upfront charge of £200.00 +VAT is made for all insurance quotations. Should **we** undertake the subsequent **work** upon instruction of the insurance company, this charge will be discounted from your final invoice amount.
- 1.3. We will provide a 'reasonable amount' of non-chargeable visit(s) to your premise to conduct the necessary assessment to enable us to give you an **estimate** of costs.
- 1.4. **You** will ensure sufficient space and access is available for our measurements to be taken.
- 1.5. Photographs will be taken of relevant areas/units/appliances/installations/rooms etc. These will be used for the estimate process. See Section 24.
- 1.6. If 'invasive' **work** or specialist advice is needed to enable an **estimate** to be made (ie; building surveyor, Local Authority Building Control etc), then an **estimate** for this will be provided prior to any **works** being conducted. Payment for specialist advice must be made in full, up-front, directly to the provider and not via **us**.
- 1.7. **You** are responsible for checking and applying for any permission(s) and associated documents needed for your project. These may include, but are not limited to, planning permission, building regulations consent, listed building consent, tenancy agreements, party-wall agreements, etc. **We** will need to inspect any relevant documentation before **we** agree to any **works** being undertaken.
- 1.8. Our **estimates** will only be supplied in writing and will be sent to **you** via email. A relevant copy is also within Appendix A.
- 1.9. Our **estimate** will be based upon **our** findings and measurements taken at the time of our visit. **We** will not be held responsible for any errors or differences caused by alterations to the **site** following the measurements being taken.
- 1.10. **Your** requirements/specification will be included within the **estimate** wherever possible provided that these are specified at the time of **our** visit or subsequent visit to our showroom
- 1.11. **We** will only provide an **estimate** of costs. Should any unforeseen matters arise during the supply or **work**, these will be discussed with **you** at the time and the estimate adjusted accordingly under Section 11 & 12.
- 1.12. An estimated timescale for **completion** of **work** is given on the contract cover page. However, **we** cannot be held responsible for any delays as in Section 17.
- 1.13. Any adjustments to an **estimate** will be confirmed via email to **you**.
- 1.14. **Estimates** are only deemed to have been 'accepted' by both parties upon payment of a deposit and a contract is signed.
- 1.15. **We** will honour an **estimate** unless;

- 1.15.1. Third party suppliers' costs are adjusted beyond our control.
 - 1.15.2. Unforeseen work or circumstances arise during the course of the **work**. Section 11 & 12.
 - 1.15.3. **We** issue an amended **estimate** to take into account any changes. Section 11 & 12.
- 1.16. In the event of any of the above, **you** will be informed.

2. SUPPLY OF CAD IMAGES, DESIGNS & DRAWINGS

- 2.1. Specialist **CAD** software is used to design and plan your kitchen which allows **us** to present 3D rendered mock-ups of your design to **you**.
- 2.2. **You** will be invited to a meeting where **we** will present a design concept to **you**. We will show you images and if sufficient information has been forthcoming by **you**, present an **estimate** of costs based upon the design.
- 2.3. 3D renderings, plan and elevation drawings will **ONLY** be released on one of the following conditions;
 - 2.3.1. Upon receipt of a 50% deposit payment, or
 - 2.3.2. Upon a one off payment of £250+VAT which is refundable in the event of you placing an order with us.
- 2.4. Our drawings and design concepts are protected by Copyright Law and may not be copied/shared or taken to other kitchen design/suppliers for any purpose without our prior permission.
- 2.5. If it is later found that **you** have breached 2.4 above, we reserve the right to **invoice you** as in 2.3.2 with payment being due within 5 days.

3. PAYMENTS

- 3.1. If the supplied **estimate** is deemed to be satisfactory, you should send us an email confirming acceptance.
- 3.2. **You** will pay **us** the **price** in the following manner unless agreed in writing otherwise;
- 3.3. **Deposit payment** - **We** will send you a 50% deposit **invoice** before your **kitchen** is ordered from the manufacturer.
 - 3.3.1. **You** must pay **us** by the **due date** on the **invoice**.
 - 3.3.2. Once paid, **we** will confirm expected dates for the delivery and the **work** period.
- 3.4. **Interim payment(s)**
 - 3.4.1. We will be entitled to send **you** **interim invoices**.
 - 3.4.2. **We** will send **you** a 25% **interim invoice** before the date of your **kitchen** delivery.
 - 3.4.3. **You** must pay **us** by midnight on the **due date** on the **invoice** (delivery day)
 - 3.4.4. More than one interim **invoice** may be sent if high value items are added to the project after the delivery date payment is made under Section 11.
- 3.5. **Final payment**
 - 3.5.1. When **we** deem that **we** have finished the **work**, **we** will send **you** the **final invoice**.
 - 3.5.2. **You** must pay **us** by the **due date** on the **invoice**.
 - 3.5.3. This **invoice** will be the full estimate amount, less any payments already made, plus or minus any **changes** agreed during the work period.
- 3.6. Payments can be made by electronic bank transfer (preferred method), card or cheque.
 - 3.6.1. BACS details will be given on your **invoice**.
 - 3.6.2. Card payments will incur a 2% surcharge to cover bank fees.
 - 3.6.3. Cheques are to be made payable to 'The Hertfordshire Kitchen Company Ltd'
- 3.7. For a **Supply only kitchen** and/or **accessories**, payment in full is required at the time of placing your

- order with **us**.
- 3.8. All payments are to be made in GBP Sterling from a mainland UK bank account.
 - 3.9. **We** do not impose, or allow from **you**, any financial penalties or clauses due to the circumstances listed within sections 17,18, 19 or 20.
 - 3.10. **You** agree to pay **us** interest, at the **interest rate**, on any amounts overdue.
 - 3.11. Where a project, or part thereof, falls within relevant Government guidance and the **VAT** rate has been identified as different to the standard rate;
 - 3.11.1. **You** will confirm in writing to **us** that this is the case and for what reason(s).
 - 3.11.2. If not already provided to us under Section 3.11.1, **You** will supply any information requested by **us** to back this claim.
 - 3.11.3. **You** are liable for any subsequent **VAT** payments if 3.11.1 is later classified as ineligible. **You** agree to pay **us** any outstanding **VAT** amount promptly and by the **due date** given on the **invoice**.
 - 3.11.4. **We** will ensure invoices clearly show the relevant **VAT** element(s)
- 4. KITCHENS - SUPPLY ONLY...**
- 4.1. A **Supply only Kitchen** will only be completed upon full payment being received as stated in section 3.
 - 4.2. Kitchen carcasses may be supplied fully or partially constructed depending upon their specification and doors/drawerfronts will not be pre-drilled for handles.
 - 4.3. A kitchen will require a degree of trade knowledge and specialist tools in order to complete its construction and installation. Please ensure **you** are able to undertake this work or have suitably qualified tradespersons to undertake the work on your behalf. **We** would be pleased to quote for this aspect of work for **you**.
 - 4.4. No installation, or part thereof, of the **kitchen** will be undertaken by us unless previously agreed and paid for as per Section 3.
 - 4.5. **We** take no responsibility for errors or omissions in measurements taken/supplied or specifications detailed by **you** or a third-party.
 - 4.6. **We** make every effort to supply your chosen style/quantity/items etc at a time that suits **you**. **We** take no responsibility for delays, errors or omissions made by our suppliers. **We** will of course attempt to rectify any issues that may arise.
 - 4.7. Your design/layout and parts list will be confirmed with you prior to ordering. Any **changes** made by you after this agreement may incur additional charges or **changes** to delivery timescales as detailed in Section 11.
 - 4.8. The availability of products remains strictly with our trade suppliers and it should be understood that product ranges change on a regular basis. You should ensure **you** order all the items that you need to complete your project.
 - 4.9. Once your order has been placed, it is not possible to alter your order. **You** will be expected to receive the delivery as agreed. If this is not possible, **you** will be liable for any storage and additional transport & administration costs incurred.
 - 4.10. Every effort will be made to supply your **kitchen** in one delivery, however, there may be occasions where this is not possible. Where this does occur, **we** will contact **you** with further details.
- 5. ACCESSORIES – SUPPLY ONLY**
- 4.11. Items for return will only be accepted under the following circumstances;
 - 4.11.1. Items received in a damaged condition from the delivery driver. Damaged items must be annotated on the delivery note at the time of receipt and reported to **us** within 24hours along with clear photographic proof of the damage.
 - 4.11.2. Faulty items – where these are fitted in accordance with the manufacturers guidelines/instructions and fall within the manufacturer’s warranty period.
 - 4.11.3. Items received were not ordered as detailed within **your** contract with **us**.
 - 4.12. No compensation is offered for the removal or reinstallation of items should they need to be returned in accordance with 4.11 above.
 - 4.13. No return or refund will be given in the event of a ‘change of mind’ following confirmation of your order.
 - 4.14. In the event of a return, please contact us in the first instance to discuss arrangements.
 - 4.15. Please note the delivery terms listed in section 8.6.4 & 8.6.6.
- 5.1. **Accessories** will only be supplied upon payment being received as stated in section 3 above.
 - 5.2. Specification of an **accessory** should be confirmed in writing by **you** stating the full manufacturers model number, colour, size, and any other distinguishing features.
 - 5.3. **We** will make every effort to supply your chosen **accessories** at a time that suits you.
 - 5.4. **We** take no responsibility for delays, errors or omissions made by our suppliers. We will of course attempt to rectify any issues that may arise.
 - 5.5. Your chosen **accessory(ies)** will be confirmed with you prior to ordering. Any **changes** made by you after this agreement may incur additional charges or **changes** to delivery timescales as detailed in Section 11.
 - 5.6. The availability of goods remains strictly with our suppliers and it should be understood that models and product ranges change on a regular basis. **You** should ensure **you** order all the items that **you** need to complete **your** project.
 - 5.7. Once **your** order has been confirmed, it is not possible to alter or cancel your order. You will be expected to receive the delivery as agreed. If this is not possible, **you** will be liable for any storage and additional transport & administration costs incurred.
 - 5.8. Every effort will be made to supply your **accessories** in one delivery, however, there may be occasion where this is not possible, particularly if they’re coming from different sources. Where this is necessary, we will contact you with further details.
 - 5.9. New **accessories** will be supplied in manufacturers packaging. **We** will not be responsible for the unpacking and/or disposal of packaging. Please ensure your packaging is disposed of responsibly and recycled where possible.
 - 5.10. Accessories should be unpacked and checked for damage upon receipt. In the event of damage, refer to Section 5.15.
 - 5.11. **Accessories** should be installed and commissioned in accordance with the manufacturer’s instructions and conforming to current regulations, particularly in relation to the installation of electrical and gas-powered domestic appliances. **You** should ensure you

have suitably qualified tradespersons to undertake this work on your behalf.

- 5.12. **We** take no responsibility under the statutory requirements for installation of an **accessory** if supplied under this section (5).
- 5.13. No installation, or part thereof, of any supplied **accessory** will be undertaken or arranged by **us** unless previously agreed and paid for as Section 3.
- 5.14. **We** take no responsibility for errors or omissions in measurements taken/supplied or specifications detailed by **you** or third-party.
- 5.15. Items for return will only be accepted under the following circumstances;
 - 5.15.1. Items received in a damaged condition from the delivery driver. Damaged items must be annotated on the delivery note at the time of receipt and reported to **us** within 24 hours along with clear photographic proof of the damage.
 - 5.15.1.1. Faulty items where these are fitted in accordance with the manufacturers guidelines/instructions and fall within the manufacturer's warranty period.
 - 5.15.1.2. Items received were not ordered as detailed within **your** contract with **us**.
 - 5.15.2. No compensation is offered for the removal or reinstallation of items should they need to be returned. Nor will any 'inconvenience' compensation payment be made to **you** by **us**.
 - 5.15.3. In the event of a return, please contact **us** in the first instance to discuss arrangements.
 - 5.15.4. Please note the delivery terms listed in section 8.6.4 & 8.6.6.

6. PERMISSION

- 6.1. Unless **we** agree otherwise in writing, **you** must establish any legal requirements that may need to be considered, get all forms of permission and associated documentation **you** need before **we** start the **work**.
- 6.2. **You** are liable for paying any relevant fees incurred for the obtainment of information under 6.1.
- 6.3. **You** must notify **us** of any conditions relating to the **work** that are identified in 6.1.
- 6.4. **You** will be liable for any additional cost or **changes** to our **estimate** resulting from 6.1.
- 6.5. If **you** break this condition, **you** must pay **us** any losses and damages **we** suffer. When the **work** is completed, whoever is responsible for getting building regulations approval or planning permission is also responsible for getting formal written confirmation that the **work** meets those regulations or permissions.

7. RESPONSIBILITY FOR DOCUMENTATION

- 7.1. **You** are responsible for making sure the details shown in any required **documents** from 6.1:
 - 7.1.1. meet all legal requirements (including planning and building regulations); and
 - 7.1.2. are fit for the intended purposes, Unless section 7.2 applies.
 - 7.1.3. **We** are not responsible for the details shown in the **documents** being fit for the intended purposes, if **we** did not arrange or prepare those **documents**. **Our** obligation is simply to address the details shown in those **documents**.
- 7.2. **We** will be responsible for the details of any written **documents** **we** produce being fit for the intended purposes.

8. SITE WORK AND INSTALLATION

- 8.1. **We** will carry out the **work** on the agreed start date unless this is **changed** by conditions in Sections 11 and/or 17.
 - 8.1.1. **Work** will be conducted by **us**;
With appropriate care and skill by the end of the planned **work period** (as extended under section 20 if it applies). However, this term does not mean that if we do not complete on time, you can immediately refuse to pay us.
 - 8.1.2. Whilst keeping to all building regulations and legal requirements, which **we** would need to keep to in the course of carrying out the **work**.
 - 8.1.3. If any special conditions are applied to your documentation, **we** can only adhere to these if **you** have told us in writing about these requirements. See Section 6.
 - 8.1.4. At the end of the contract, as long as **you** pay all amounts due, **we** will give **you** any guarantees, test certificates and so on which apply to the **work**. **You** should keep these in a safe place in case **you** need them in the future. **We** may also send **you** a customer satisfaction survey and/or review request.
 - 8.1.5. Any issues that **you** notice during the course of the installation should be brought to **our** attention, but please be aware that until the **work** is deemed complete, **we** will not accept a formal snagging list.
- 8.2. Site Access arrangements;
 - 8.2.1. **You** must make the **site** available to **us** on the **start date**, and for the estimated time it takes us to carry out the **work**. Within reason, **You** will not put any unreasonable limits on how or when the **site** can be used.
 - 8.2.2. **We** will liaise with **you** to ascertain the most amicable times/dates for the **work** to be undertaken however, **Our** usual working hours are Mon-Fri 8:30am – 5:30pm
 - 8.2.3. **Work** may be undertaken at the **site** outside of the above hours but only within local authority regulations and by prior liaison with **you**.
 - 8.2.4. **You** must keep the site clear of all unnecessary obstructions so we can carry out the **work** safely and effectively. The 'relevant areas' of the **Site** should be cleared of all personal belongings and items before **work** starts.
 - 8.2.5. **We** will not be held liable for loss/damage to personal items left within the **site** work area that are not **our** property or responsibility.
- 8.3. Any items that are to be kept or reused within the project are to be clearly identified by **you**. No claim can be made against **us** for items disposed of or damaged due to not being clearly identified.
- 8.4. With no liability accepted, **we** can, if required, hold a set of keys/access codes for the property.
 - 8.4.1. Keys are to be provided to **us** at no cost.
 - 8.4.2. All reasonable care and due diligence will be taken whilst in possession of keys/access codes.
 - 8.4.3. Keys will be returned at the completion date unless by agreement some further work is required.
 - 8.4.4. **We** hold no responsibility for the ultimate security of the property or items therein.
- 8.5. Sufficient parking should be available at the **site** (on or off-road) for a large van at minimum.
 - 8.5.1. Any parking restrictions should be notified to **us** before the **start date** and relevant permits

- obtained or fees paid by **you**.
- 8.5.2. Where relevant, parking permits should be available to **us** for each period of **work** and should be sufficient to cover the necessary times when parking restrictions are in force.
 - 8.5.3. If fees/permits are not pre-paid, **we** reserve the right to add this charge to our next **invoice**.
 - 8.5.4. **We** will not be liable if issues within 8.5 cause delays in the **work**.
- 8.6. Supplying services - In addition to items specified elsewhere, **You** agree to provide for **us**:
 - 8.6.1. Unrestricted clean & hygienic toilet and washing facilities;
 - 8.6.2. Unrestricted fresh water;
 - 8.6.3. Access to an unrestricted 240v electricity supply. If the power is governed by a 'pay-as-you-go' meter, then sufficient funds should be made available by **you** for the duration of the **work**. If this is not possible, **you** will be liable for the additional cost to hire generator(s) for the period of the **work**.
 - 8.6.4. The necessary storage space required to receive deliveries. These area(s) will have been identified during the planning process and the area(s) must be cleared before 07:00hrs on the expected day of delivery.
 - 8.6.5. **We** will need suitable internal and/or external space for tool storage and working area for cutting, sanding and carcass/worktop preparation.
 - 8.6.6. If receiving deliveries for the **work**, **you** will ensure their safe handling and storage until such time they are installed.
9. **KITCHENS - INSTALLATION**
 - 9.1. PLEASE BEAR IN MIND THAT **YOU** WILL BE WITHOUT ANY KITCHEN FACILITIES FOR THE DURATION OF THE **WORK**... **YOU** WILL HAVE TO MAKE ALTERNATIVE ARRANGEMENTS FOR WASHING UP, COOKING, FOOD PREPARATION, STORAGE AND LAUNDRY DURING THIS TIME.
 - 9.2. **We** will make every effort to maintain a supply of hot and cold running water somewhere in the property, however, it may be necessary to isolate these supplies for short periods.
 - 9.3. **You** must ensure that the stopcocks for hot & cold water are known, accessible and usable. If this is not the case, **you** will be liable for the additional cost incurred to rectify this.
 - 9.4. **You** must ensure **your** electrical distribution board (fuse board/consumer unit) is known, accessible, clearly labelled and useable. . If this is not the case, **you** will be liable for the additional cost incurred to rectify this.
 - 9.5. **Your** kitchen should be completely emptied of personal belongings, food, crockery etc. by 08:00hrs on the first day of **work**.
 - 9.6. Existing fixtures that **you** wish to keep/re-use should be clearly identified. They may still need to be removed, so suitable storage space for them should be made available.
 - 9.7. Appliances should not be used after 07:00 hrs on the first day of **work**. This allows for ovens and hobs to cool, etc.
 - 9.8. All areas needed for access to services/utilities such as cupboards, airing cupboards, storage areas etc. will need to be sufficiently cleared of personal belongings prior to commencement of **works**. (if we need access to the loft, **we** will require access to the services only – no need to completely empty it).
 - 9.9. **Your** kitchen will be unusable during the **work** – please do not attempt to use any of the appliances, sink or tap unless **you** have been told they are correctly installed, commissioned, convenient and safe to use.
 - 9.10. **You** agree not to leave washing up, food etc in the relevant areas of the **site**.
 - 9.11. **You** agree not to place items within cupboards/shelves/fridge etc unless agreed with **us** beforehand.
 - 9.12. At any point until handover, **you** agree to not move, install, adjust, remove, repair, replace or dispose of any item needed for the **work** that is within the **site** or storage area(s) unless agreed by **us**.
 - 9.13. At any point until handover, **you** must inform **us** if there is any damage to your kitchen, workspace, room or fittings – however caused.
 - 9.14. Should utilities need amendment, renewing, re-routing, this will be completed by suitably qualified engineer. This may be arranged by **us** by prior agreement and will be undertaken at a time convenient to the project. During these times, it is likely there will be interruptions to **your** services in the property. **We** will advise of approximate times and durations should this be necessary. Please ensure you're not reliant upon power (e.g. medical equipment etc) during these periods.
 - 9.15. The removal and installation of a new kitchen creates an inherent amount of dust and rubbish. This will be kept to a minimum and disposed of by **us** in a legal and suitable manner. Exclusions apply and are detailed in Section 14.2 & 14.3.
 - 9.16. During working hours, specified areas may have restricted access. Please - No children or pets are permitted into the working areas whilst **we** are working. It's for their own safety!
 - 9.17. Please respectfully note; Our fitters are pet owners but not pet-sitters. Please do not expect **us** to feed, monitor, exercise or clear up after **your** pets.
 - 9.18. At the end of each work period, any out-of-bounds areas will be advised if **we** deem it necessary.
 - 9.19. Some tools and goods may be left on **site** between working times. These must not be used, moved, adjusted or taken for use by anyone other than **us**. **We** will not be held liable for any loss, injury or damage caused by this action.
 - 9.20. **We** will not be held liable for any costs associated with the lack of, or limitation of kitchen facilities during the **work**. This includes, but is not limited to; eating out, take-away's, external laundry services, purchase of bottled water, domestic cleaning, rental of heaters, generators or cooking facilities etc.
 - 9.21. Any changes made during the work, will be done in accordance with Section 11.
 - 9.22. Prior to the **work** starting, **you** must inform **us** of any allergies within the household. On occasion, we will use paints, solvents, sealants etc which may include aggravating ingredients. **We** cannot be held responsible for any loss, damage or injury caused by the use and/or storage of these goods if **we** are not informed beforehand.
 - 9.23. At the completion of the installation, **we** will give you a 'walk-around' of the **site** highlighting any important information.
 - 9.24. All relevant paperwork will be collated and handed over at the end of the project if applicable.

10. ACCESSORIES - INSTALLATION

- 10.1. **Accessories** will only be installed, connected, tested, and commissioned by suitably qualified engineers.
- 10.2. **Accessories** will only be installed to manufacturer's instructions.
- 10.3. **Accessories** will only be connected to utility services that conform to current standards and regulations. If this is not the case, **you** will be liable for the additional cost incurred to rectify this.
- 10.4. The installation of **accessories** outside of safety, legal requirements or manufacturers guidelines will not be undertaken.
- 10.5. If re-installing an old/existing/used **accessories**, this will only be done if the **accessory** is deemed safe and appropriate for the installation. The relevant engineer will make this decision which may involve additional testing of the **accessory** and an associated cost to **you**.
- 10.6. **Accessories** must not be used until handed-over to **you** by the engineer or **us**.
- 10.7. Once handed-over, **we** will not be held responsible for any further set-up, adjustment, cleaning, maintenance or servicing of any **accessory**.
- 10.8. Instruction manuals and any spare parts/fittings will be given to **you** at the time of hand-over.
- 10.9. **You** are responsible for the registration of **accessories** with the manufacturer for warranty/ownership registration purposes.

11. CHANGING THE WORK

- 11.1. If **you** want to make any **changes** to the **work**, **you** must:
 - 11.1.1. Notify us in writing; or
 - 11.1.2. if **you** verbally tell **us**, then notify **us** in writing within 2 days.
- 11.2. **We** will then adjust the **price**.
- 11.3. **We** will carry out any **change** instructed by an appropriate local authority or public utility officer, but only after giving **you** written notice.
- 11.4. However, if **you** can change those requirements, while still meeting **your** obligations under section 7, **you** may do so. But **you** must tell **us**, in writing, before **we** start carrying out that **change**.
- 11.5. For any change, the **price** will be adjusted by written agreement beforehand and will account for a reasonable amount for the work done and/or goods supplied. This is applicable for every **change** which extra or revised work (as opposed to a change leaving something out) may mean extra costs.
- 11.6. Changes to the work resulting in the removal/reduction and/or omission of goods and/or labour will be price agreed and **our** next **invoice** will be adjusted accordingly.
- 11.7. **We** cannot be held liable for any delays in the work due to **changes** that may be made by persons other than **us**. Product availability and delivery timescales will dictate the time delay involved.

12. UNEXPECTED WORK

- 12.1. If unexpected work arises due to an unforeseen condition, situation or occurrence, **we** will tell **you** and ask how **you** want **us** to proceed. If so, section 11 will apply.
- 12.2. It is to be understood that **our** site surveys and **estimates** are done with due diligence but until fixtures and fittings are removed it is difficult to see or account for every eventuality.

13. OUR EMPLOYEES AND SUBCONTRACTORS

- 13.1. **You** agree not use **our** employees or subcontractors to undertake **work** outside of **our** agreed **estimate** and scope of works.
- 13.2. **You** agree not instruct **our** employees or subcontractors to undertake **work** outside of **our** planned schedule of works – thus risking delays to our planned schedule.
- 13.3. If 13.1 and/or 13.2 are breached, this is considered a **change** under Section 11 and **you** will be liable for costs.
- 13.4. Any **changes** or queries with the **work** should be directed to one of our Directors and not subcontractor(s).
- 13.5. **We** hold the right to subcontract any part of the **work**, but **we** will still be responsible for the **work**.

14. CLEARING THE SITE

- 14.1. Before and/or on the **completion date**, **we** will remove all surplus materials, rubbish & tools from the site and leave it as clean and tidy as far as reasonably practicable.
- 14.2. **We** will not be responsible for removing or disposal of any items **you**, or any person **we** don't control, place on the **site** or have supplied.
- 14.3. **You** must make arrangements for the safe disposal of items listed below (usually via your Local Authority);
 - Fridges / freezers / wine coolers etc
 - Asbestos
 - LPG or similar pressurized containers
 - Large appliances such as range cookers

15. HEALTH AND SAFETY

- 15.1. **We** are fully committed to ensuring the Health, Safety and Welfare of all parties that may be affected by **our** activities and operations. **We** will ensure that all our Health and Safety systems are reviewed regularly and that the objectives are clear and that all changes to legislation will be understood and implemented.
- 15.2. **We** require all staff & sub contractors to ensure they diligently carry out their duties under the Health and Safety at Work Act 1974 and other relevant legislation.
- 15.3. **We** will be responsible for all health-and-safety issues relating to the **work** that **we** are undertaking.
- 15.4. Where **CDM** applies, **we** will keep to **our** obligations and **you** must keep to **your** obligations.
- 15.5. Our Health and Safety documentation can be viewed on our website and will be reviewed and updated as necessary.

16. MATERIALS AND GOODS

- 16.1. Any materials or goods **we** supply will be:
 - 16.1.1. New, unless you agree otherwise in writing.
 - 16.1.2. of satisfactory quality.
 - 16.1.3. of the description **you** give for their type, as far as possible.
 - 16.1.4. Adhere to the appropriate British Standard and codes of practice, in force at the date of placing the order;
 - 16.1.5. fit for their normal purposes, and
 - 16.1.6. Stored and/or delivered by us/others at a suitable time/location for the **work**. (Not relevant for supply only - Section 8.6.6)
- 16.2. **We** will get any materials or goods **you** ask **us** to, as long as they are available, within a reasonable period. These will be supplied at a cost to **you**.
- 16.3. **We** will not be liable for:
 - 16.3.1. The satisfactory quality of any materials or goods

- you** provide; or
- 16.3.2. Whether they are fit for purpose.
- 16.3.3. Late, damaged or missing items supplied by **you**.
- 16.3.4. **We** will not install goods supplied by **you** that fall below relevant quality and safety standards, or if deemed unfit for purpose.
- 16.3.5. **We** will not be responsible for delays caused under this section.
- 16.4. If, instead of any normal purposes, **you** have told **us** about a special purpose for any materials or goods **you** should confirm this in writing within 14 days
- 16.5. **You** will not own any materials or goods supplied by **us** until **you** have paid **us** in full.
- 16.6. Warranties – See Section 25.

17. DELAY OR DISRUPTION

- 17.1. If the **work** is delayed or lasts longer than expected for **any** reason (other than at **our** fault), **we** reserve the right to adjust the **price** accordingly, as in section 11.
- 17.2. If a delay is **your** fault, **we** will be entitled to claim for any losses and expenses incurred.

18. YOUR RIGHT TO END THIS CONTRACT

- 18.1. Without affecting your other legal rights and remedies, **you** can end this contract in one (or more) of the following circumstances.
 - 18.1.1. If, without reasonable cause, **we** stop **work** for 14 days in a row for purposes not covered by Section 20; or
 - 18.1.2. fail to work steadily; and
 - 18.1.3. **you** send **us** a written notice, telling **us** to restart **work** or work steadily and **we** do not do this within seven days of receiving **your** notice.
 - 18.1.4. If **we** become bankrupt or go into liquidation.
 - 18.1.5. If **we** make a composition or arrangement with **our** creditors.
 - 18.1.6. If **we** are wound up.
 - 18.1.7. If a receiver or manager is appointed over **our** business, unless this is to amalgamate or reorganise the business.
- 18.2. However, **we** can still use all **our** legal rights and remedies.
- 18.3. Until a financial settlement is agreed otherwise, the following conditions will apply;
 - 18.3.1. Your **kitchen** furniture will be made-to-order and as such **you** will be liable for the full cost of these items.
 - 18.3.2. Any goods that are installed on-site are **our** property until final **invoice** has been paid. Now deemed to be 'used', **you** are liable for the full cost of these items.
 - 18.3.3. Any goods that are in storage or not installed on-site are **our** property until final invoice has been paid. If these are to be returned to the suppliers, a 25% restocking fee is payable which **you** will be liable for.
 - 18.3.4. Any goods that require return and any tools or other property of **ours** shall be removed from the **site** at a mutually agreed time/date. **You** will make the **site** available for this purpose without unreasonable restrictions.

19. OUR RIGHT TO SUSPEND OR END THIS CONTRACT

- 19.1. Without affecting **our** legal rights and remedies, **we** can end all or suspend all or part of **our** obligations under the contract in one (or more) of the following circumstances;
 - 19.1.1. If **you** fail to pay any amount due and still fail to pay for seven days after receiving a written notice **we** send demanding payment and warning you of our intention to end all or suspend all or part of our

obligations under the contract.

- 19.1.2. If **you**, or anyone **you** employ or **your** agent, interfere with or obstruct the **work**, materials or fail to make the **site** available for **us** (without good reason) for the contract period (or any one or more of these).
- 19.1.3. If **you** become bankrupt or go into liquidation, or make a composition or arrangement with **your** creditors (or any one or more of these).
- 19.1.4. If the **work** is delayed due to **your** fault for more than 14 days in a row.

19.2. After **we** use **our** right to suspend part of this contract, **we** can still end **our** obligations under it if **you** are still at fault (19.1.1).

19.3. Under these circumstances, **We** will be entitled to:

- 19.3.1. all relevant payments under Section 18.3; and
- 19.3.2. any reasonable costs and any reasonable losses **we** suffer (including loss of profit) involved in or resulting from ending all or suspending all or part of **our** obligations under the contract within 14 days of asking for payment.

19.4. **Our** right to suspend performance ends when you pay the amount due in full unless in the meantime we have ended our obligations under the contract. However, **you** can still use all **your** legal rights and remedies.

20. EXTENDING THE CONTRACT PERIOD

- 20.1. **You** will extend the contract period by a reasonable period to take into account any one or more of the following;
 - 20.1.1. **Your** delayed instructions or lack of instructions on any one (or more) of the following.
 - 20.1.1.1. The **work**.
 - 20.1.1.2. **Changes** to the **work** (Section 11).
 - 20.1.1.3. **Your** choice of materials (Section 16.3)
 - 20.1.1.4. If the **work** is obstructed by any matter **we** do not control.
 - 20.1.1.5. Weather conditions which delay or prevent **us** continuing the **work**, deliveries arriving or progress of other trades' work that effect **our work**.
 - 20.1.1.6. Civil commotion, wars, riots, pandemic and lock-outs.
 - 20.1.1.7. Sicknes or injury that prevents **us** from undertaking the **work**.
 - 20.1.1.8. Sicknes or injury due to an indirect effect on **us** such as caring for a relative who is in need of it.

21. RESPONSIBILITY FOR LOSS, DAMAGE AND INSURANCE

- 21.1. Your obligations - Existing structures and contents;
 - 21.1.1. **You** are responsible for any loss of and damage to any existing structures and contents, unless it falls within **our** obligations in section 21.2.
 - 21.1.2. **You** are not responsible for insuring the **work**.
 - 21.1.3. **You** must take out and keep an adequate insurance policy for **your** liability under this section. **We** will be entitled to see this policy should the need arise.
- 21.2. Our obligations - Existing structures and contents;
 - 21.2.1. **We** will only be responsible for any loss of and damage to any existing structures and contents, if the loss and damage is caused by **our** negligence or by the negligence of any person **we** are responsible for. If part of the loss and damage is caused by someone else, **we** will only be liable for **our** share.
 - 21.2.2. **We** will be responsible for insuring against any

loss of and damage to the **work** until the **completion date**.

- 21.3. Insurance for design or specification;
- 21.3.1. If the **work** involves a material design element or specification by **us**, **we** will take all reasonable steps to ensure **our** survey and design is accurate.
- 21.3.2. **We** will not be responsible for unforeseen issues stated in Section 12 for the purposes of insurance.
- 21.3.3. **We** will not be responsible for any material changes in the premises after our survey is complete unless we are notified in writing and given the opportunity to re-visit and assess those changes.
- 21.4. Evidence of insurance
- 21.4.1. **We** will take out and keep adequate insurance policies for **our** liability under section 21.2.
- 21.4.2. If **you** ask, **we** will provide details of the policies.
- 21.5. Liability for personal injury
- 21.5.1. **We** will pay **you** any losses and damages **you** have to pay as a result of **your** legal liability for personal injury to, or the death of, any person arising out of or in the course of, or caused by carrying out, the **work**. This does not apply if section 21.5.2 applies.
- 21.5.2. **You** will be responsible for personal injury or death caused by **your** negligence or the negligence of any person **you** are responsible for.
- 21.6. Liability for damage to any property of another person;
- 21.6.1. **We** will pay **you** any losses and damages **you** have to pay as a result of **your** legal liability for loss of or damage to any property of another person. This only applies if:
- 21.6.2. it arises out of, or in the course of, or is caused by carrying out, the **work**; and
- 21.6.3. is caused by **our** negligence or the negligence of any person **we** are responsible for.
- 21.7. In all cases, **You** and **we** must take all reasonable steps to mitigate a loss in the event of an issue arising.
- 21.8. **You** and **we** must keep to the terms and exclusions of any insurance policy. If **you** or **we** fail to do this, the insurance(s) may no longer be valid.

22. DEFECTS LIABILITY PERIOD

- 22.1. During the **defects liability period** **we** will put right defects in the **work** due to faulty workmanship or materials. **We** will not charge **you** for this unless Section 22.2 applies.
- 22.2. **We** will not be responsible for any one (or more) of the following defects;
- 22.2.1. Defects due to the conditions of the **site** or relevant property, that existed before **we** began work. This will only apply in the following circumstances.
- 22.2.1.1. If **we** consider the condition of the **site**, access or any property next to it may affect the **work** (whether foreseen or not) and we write and tell **you** this. **We** will have carried out **our** duty by giving **you** that warning. If **you** still insist that **we** carry out the **work** with the **site** or relevant property in this condition, **you** should confirm this in writing and it will be at **your** risk.
- 22.2.2. Defects caused by **you** or any other person. This includes accidental or willful damage caused by any event, occurring whilst goods are stored on **site**, during the **work** or after the **completion date**.

22.2.3. **We** will not be held responsible for any defect related issues on goods not supplied by **us**.

23. DISPUTES

- 23.1. Any dispute relating to the **work**, goods or payments will be discussed by all relevant parties to resolve.
- 23.2. Should a resolution not be agreed, **we** will take advice on the next course of action of which **you** will be notified in writing. This may involve legal representation and associated costs by both parties.

24. IMAGES

- 24.1. **Images** may be taken at the **site** at any stage of the estimating process or **work** being undertaken.
- 24.2. Ownership and Copyright of these **images** is **ours** and if shared with **you**, should only be forwarded or published with **our** prior agreement.
- 24.3. **We** reserve the right to use any **images** for the purposes of record keeping, social media and sales materials (which can be in physical or electronic form)
- 24.4. No restrictions and/or financial claim will be made by **you** for the permission to allow use of **images** taken for the purposes listed in Section 24.

25. WARRANTIES

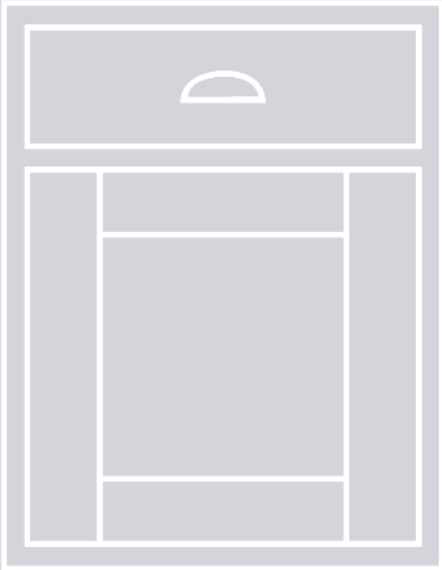
- 25.1. Also see section 22
- 25.2. Warranty information for **kitchen** furniture is provided on **our** website.
- 25.3. Warranties on any **accessories** **we** supply are provided by the manufacturer to their own terms and conditions. **You** should refer to the paperwork provided with the goods for details.
- 25.4. **You** are responsible for registering **your** goods for the purposes of warranty/extended warranty.
- 25.5. Extended warranties are the sole responsibility of **you**.
- 25.6. Any warranty claim should in the first instance be referred to;
- 25.6.1. For fitted kitchen furniture and fittings contact **us**.
- 25.6.2. For all accessories (including appliances) contact the manufacturer.
- 25.7. **We** will cover any labour costs for warranty claims unless;
- 25.7.1. When more than 12 months after the **completion date**.
- 25.7.2. If **we** supplied the goods on a **supply only** basis
- 25.7.3. If **you** or another party has undertaken any action(s) that has made the situation worse or invalidated a warranty.
- 25.8. **Kitchen** furniture warranties apply to the original purchaser only. The warranty will not transfer to new ownership upon the sale of a property.
- 25.9. **We** are not responsible for any warranty related issues on goods not supplied by **us**.

Appendix A – The Documents

The documents listed below form part of the **estimate** and contract of works.

CAD Drawings	Number	Dated
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Estimate	Number	Dated
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Additional Documents	Number	Dated
		

Additional Notes
<p>THE HERTFORDSHIRE KITCHEN COMPANY LTD</p>