

TERMS & CONDITIONS

GENERAL

These conditions of sale apply to goods supplied by Lucas Grant Ltd, registered in England and Wales company number 1124 1780 registered office at 3 Farnham Business Centre, Dogflud Way, Farnham GU9 7UP (the Company). Any Quotation given by the Company is an invitation to you to place an order with the Company only. No contract exists between you and the company for the sale of any goods until the Company has received and accepted your order and gives you confirmation in writing.

CONFIRMATION OF ORDER

A final kitchen plan and unit list will be sent to the client and on receipt of a signed copy of these documents an order confirmation will be sent. The first non refundable payment of 25% of the order value is due within 7 days of the order confirmation being sent. The order will be deemed live once the first payment of 25% of the total value has been received by the Company. Timescales for delivery will only begin once the first payment has been received by the Company.

PAYMENT

On confirmation of order a first non refundable payment of 25% of the total purchase price is due to produce a full colour production sample. On approval of the production sample (s) full production will begin and a further payment of 50% of the total purchase price is due. Two weeks prior to delivery the final balance of 25% is due. If you delay your delivery, the payment will still be due, unless otherwise agreed in writing with the Company. The Company reserves the right to charge interest on overdue payments at 3% above the current UK base rate which will be calculated on a daily basis. In the event of late or non payment and without affecting any other rights or remedies of the Company, the Company shall be entitled to either suspend delivery of the goods and their installation without notice and charge interest until all amounts owing (including accrued interest) have been paid in full or terminate the contract by notice to you in writing.

TITLE

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

SURVEY

All surveys are for information only and will be considered non-binding in the event that the kitchen designed does not fit the measurements agreed within the order confirmation. It is the responsibility of the customer to ensure that they have checked and approved these measurements, especially in the event of any building or remedial works taking place between the time that the contract has been signed and the kitchen is due to be delivered or fitted. If building works are being carried out it is the responsibility of the customer to ensure that their builder/contractor adheres to the measurements agreed in the flat kitchen plan. Lucas Grant Ltd accept no responsibility for incorrect measurements or any variations on the measurements agreed in the flat kitchen plan. Any issues must be notified to the Company as soon as possible and any changes necessary will be charged as alterations to the customer.

DELIVERY

Delivery is scheduled for approximately eight to ten weeks from receipt of the signed Confirmation of Order, all details having been agreed. Responsibility of the goods will pass to the client upon delivery. Any damage or loss caused by persons not employed by the Company such as builders or other tradespersons is the responsibility of the client. The risk in the goods not installed by the Company shall pass to you on delivery. For goods installed by the Company risk shall pass after installation. Damage in either case due to inadequate site access shall be at your risk.

The company may use outside contractors for delivery if necessary. In this instance delivery times will be given as AM or PM and are an estimate only. The Company cannot be held responsible for any delays, however caused, when a third party contractor is being used. If in the opinion of the delivery driver access to the site may compromise the integrity of the items being delivered they reserve the right to return them to the Company. Customers must then arrange their own collection of the items or pay for a subsequent delivery. The customer must notify us of any difficult delivery issues prior to dispatch.

INSTALLATION

It is the customer's responsibility to ensure the site is ready for installation. The site needs to be clear, with all old cupboards removed, walls in a sound condition, all flooring in place and all services in position unless otherwise previously agreed with the Company or the Company have been contracted to carry out these works. In the event that, in the opinion of the fitters, the site is not in a fit state to receive the kitchen or fitting would

compromise the integrity of the kitchen the Company reserve the right to withdraw from site until its ready for installation as per our terms. In this instance the customer will be charged £300 plus VAT per fitter per day to a maximum of 5 days.

STORAGE

If the agreed delivery date is extended after signing the confirmation of order, the Company reserves the right to make a charge for the storage of your furniture.

CANCELLATION

Cancellation of orders will only be accepted if the Company has agreed in writing and on condition that you reimburse the Company all costs and expenses or losses and damages resulting from the cancellation.

WARRANTY

All goods supplied by the Company are warranted free from defects and are guaranteed for 2 years. The guarantee covers workmanship and cabinetry supplied by the Company. All goods must be inspected immediately following installation (no later than five days) and will be repaired or replaced free of charge if found to be defective or damaged in any way arising from the installation by the Company's representatives. This warranty does not apply to any defect arising from fair wear and tear, wilful damage, accident, negligence by you or any third party, use otherwise than as recommended by the Company, failure to follow the Company's instructions on aftercare or any alteration or repair carried out without the Company's approval.

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. Where possible warranty issues must be addressed by the customer directly with the manufacturer.