

# Regency Kitchen Design Limited-Terms and Conditions

## **Definitions**

**Company** means Regency Kitchen Design Limited Company No. 3546838 and Vat No 657 9360 91;

**Goods** means any goods or services supplied by the Company;

**Purchaser** means any person who contracts with the Company for the supply of Goods by the Company; Where one person acts with authorisation of a company or on behalf of or as an agent for it, the Purchaser shall be deemed to include all those persons;

**Order** means a signed order form requesting the Company to provide the Goods;

**Quotation** means a summary of Goods to be provided to the Purchaser by the Company and details of price and specification.

## **Our Contract**

All orders are subject to these conditions. If this is not acceptable the Seller should be contacted within 7 days and a full refund will be given for unopened and unused goods.

## **Quotations**

All quotations are valid for 30 days.

## **Payment**

Following receipt of an Order a deposit will be required. The amount of the deposit will be detailed in the Quotation but is usually 25% of the Order price. Deposits are non-refundable for order cancellation and must be registered with the **Consumer Protection Association**.

Payments can be made by cheque or bank transfer. Orders cannot proceed until payment of the deposit has been made. Accordingly, Purchasers must allow 5 working days for cheques to clear.

The balance is due on satisfactory completion of the order. The Purchaser shall not be entitled by reason of any alleged minor defect to withhold more than a proportionate amount of the sum due.

## **Description**

Owing to alterations in design, the Company cannot guarantee that all Goods supplied will be in exact accordance with illustrations issued by the Company, such illustrations being inserted only as a general indication of appearance. The development of natural properties in the materials used to make the Goods is not a fault. All product variances will be discussed with the customer so any issues can be resolved as soon as reasonably possible.

## **Delivery**

We will provide the Purchaser with a delivery date. All dates specified for delivery of Goods are intended to be an estimate and time for delivery is not the essence of this contract. Every attempt will be made to ensure that delivery is on the scheduled date, however, unexpected delays can occur. In the unlikely event that these affect your delivery we will reschedule your delivery date within a reasonable period of time.

## **Acceptance of Goods**

Goods must be checked upon delivery. We will replace or repair faulty Goods if notified of the fault as soon as is reasonably possible after delivery. After which all Goods will be deemed to have been accepted by you. Replacement, repaired or missing Goods will be delivered within a reasonable time.

## **Exchanges and Refunds**

Exchanges and refunds of unwanted Items if a client chooses to change specification after delivery, will take place within a reasonable period of time after the items have been returned and inspected. Collection fees

may be charged. Goods will be subject to a 30% mandatory manufacturers restocking fee. This will not affect your statutory rights if goods are faulty.

### **Warranty**

All Goods provided under this Contract are all subject to manufacturer's own warranty's and Guarantees. Installations are subject to a 5 year Insurance backed Guarantee with the **Consumer Protection Association**. Please refer to manufacturer's own leaflet warranties for further details and exclusions.

The company shall not be liable for any defect on its products arising from any drawing, design or specification not supplied by Regency Kitchen Design.

The company shall not be liable if a client exceeds manufacturer's specified loadings for Pan Drawers- Corner base pull out units and Tall pull out larder units.

The company shall not be liable for any worktop water ingress defects arising from kettles positioned directly near or over corner worktop Joints on Laminate worktops as specified by laminate manufacturer's.

All tall vertical panels in contact with the floor will withstand normal floor cleaning methods. Care must be taken to avoid knocks and excessive water spillages around base of panels as this could cause moisture to ingress into panels. The Company shall not be liable for normal product wear and tear as a result of general domestic kitchen use.

The Company shall not be liable for any defect arising from wilful damage, negligence, abnormal working conditions, incorrect design or fitting by a Customer or any third party other than the Regency Kitchen Design. Neither will it be liable for the failure to follow the Company's instructions (whether oral or in writing), misuse, alteration or repair of the products without the Company's prior approval.

### **Products**

Natural environmental changes, such as the passage of time and exposure to light, cause the colour of materials to gradually alter. Therefore if a replacement product is required, it may not be possible to provide a new product which exactly matches the existing kitchen Range. In this case, should the original material be no longer obtainable, the Company will endeavour to provide the closest possible alternative from the current range.

### **Installation**

Installation, the Company undertakes to make good any unnecessary damage caused in the course of installation to plaster, Floors, rendering or brickwork immediately surrounding any unit installed but does not undertake to provide matching ceramics or other tiles or to match any surrounding wallpaper or paintwork which may have been damaged. The Company accepts no responsibility for any damage resulting from structural or other defects in the property at which the installation is carried out not caused by the company during Installation. The company will not be responsible for the reliability of the Customer's own appliances once refitted after Installation.

Any complaint or claim by the Customer for compensation for damage done by the Company or its agents in the course of installation must be made in writing to reach the Company as soon as is reasonably possible after Installation, in default of which the Company will accept no liability therefore. It shall be the responsibility of the Customer to ensure that: (a) access for installation is available at all reasonable times of a request for access being made; and (b) that all works agreed to be done by the Customer to facilitate the installation have been completed prior to the agreed delivery date. In the event that the Customer fails to comply with these conditions the Regency Kitchen Design will make a charge for the storage of the units and it reserves the right to increase the installation charge by the amount of any loss suffered by it arising therefrom.

### **Additional work**

Additional work may be required to comply with current building regulation or to rectify substandard work which was not visually evident at the time of the site Survey. This will be agreed and quoted separately Verbally and in writing before work can commence. Moreover, the method of payment for additions or alterations must be approved prior to work beginning on the alteration or addition to the project. Regency Kitchen Design reserves the right to halt work until the additional work costs are agreed in writing and payment is arranged and agreed.

### **Confidentiality**

We will treat all personal and business information supplied by you as confidential and in accordance with the Data Protection Act 1998. We will not disclose such information to any third party without your prior permission, except where required by law or where action might be necessary to protect you or someone else.

### **Consent**

Any consents or permits required and the costs of obtaining such consents or permits required for the installation of Goods are your responsibility. We will not be held liable for any failure to obtain any building or conservation permissions. We reserve the right to request a copy of any consent or permit before delivery.

### **Liability**

- a. If either you or we are in breach of the arrangements under this Agreement, neither of us will be responsible for any losses that the other suffers as a result, except those losses which are a foreseeable consequence of the breach.
- b. We shall not be liable for any damage to your property or your neighbour's property as a result of delivery or installation not caused by the company. It is your responsibility to ensure that access and facilities are sufficient for the purpose of providing the Goods.
- c. We shall not be liable for any deficiencies in any goods supplied or work done or damage caused by any third party, unless those deficiencies or that damage are directly caused by the Company's negligence.

### **Force Majeure**

Time shall not be of the essence of the Contract and the Company shall not be liable for any delay in installation in the event of any strike, lock out, trade dispute, accident, fire, flood or any natural disaster or act of God or any contingency whatsoever beyond the reasonable control of the Company affecting the supply or installation of the Contract overleaf. Such suspension or cancellation shall not constitute a breach of Contract by the Company, nor will the purchaser be liable to claim for any loss or damage howsoever arising as a result of these circumstances.

### **Contacting Us**

Notices shall be delivered by hand or sent by first class pre paid post to the address below and shall be deemed to have been received within 72 hours of posting.

If you have an enquiry, query or complaint please contact us via one of the following means: -

Telephone: 01234 843753 Fax: 01234 853835 Email: [regenkitdesign@btconnect.com](mailto:regenkitdesign@btconnect.com)

#### **Address:**

30 Box End Road,  
Kempston Rural, Bedford,

Bedfordshire,  
MK43 8RR.  
Website: [www.regencykitchendesign.co.uk](http://www.regencykitchendesign.co.uk)

**Rights of third parties**

A person who is not a party to the Contract shall not have any rights under or in connection with it.

**Disputes**

If you take court proceedings you must do so within the courts of England and Wales. This Contract is governed and construed by English law.

**Regency Kitchen Design Company No 3546838 registered in England  
Vat No 657 9360 38**