



**TERMS & CONDITIONS**

- 1. In these **Terms & Conditions J.C. Farley Ltd** is called '**The Company**' and the person or persons named above as together with any company or organisation or other body on behalf of whom warrants that he has authority to enter into this contract are called '**The Customer**' and any independent approved person or persons not employed by but recommended by **J.C. Farley Ltd** to undertake the fitting for **The Customer** of any of the materials outlined in this contract is called '**The Fitter**'.
- 2. All the terms of this **Contract** between **The Company** and **The Customer** are contained in this document and form **The Contract**. No variation of **The Contract** shall bind either party unless the same is made in writing and signed by both parties.
- 3. Although every effort will be made to achieve the delivery dates specified and confirmed, there are occasions when the confirmed delivery date of the full kitchen may need to be changed. Any delay to the confirmed delivery date of the complete kitchen caused by **The Customer** necessitating holding the materials in storage will incur a charge of **£100** per full week of delay to **The Customer**, and such charges will be added to the materials balance due.
- 4. The safety of all materials left on site and part completed installations shall be the responsibility of **The Customer** and **The Fitter** who shall be liable to **The Company** for any theft accidental malicious or negligent damage and **The Customer** should ensure the provision of adequate insurance to cover any loss thereby caused.
- 5. **The Company** will make every effort to minimize damages caused through transit from suppliers, storage, and delivery to **The Customer**. Damages caused by **The Company**, any of its suppliers, or **The Fitter** during transit, storage, delivery or fitting will be replaced free of charge to **The Customer**. As the ordering lead time can be anywhere from a couple of days to several weeks **The Customer** shall have no claim or recourse against **The Company** for any financial loss or inconvenience caused by the delay.
- 6. Title to the goods shall not pass to **The Customer** until **The Company** has been paid in full the contract sum however risk shall pass on delivery.
- 7. Any amendments, additions or modifications to the confirmed and agreed plan & materials list requiring additional materials to be ordered will be treated as a separate contract. **The Customer** shall therefore have no claim or recourse against **The Company** for any financial loss or inconvenience caused by the delay.
- 8. A minimum deposit of **50%** must be paid on placement of all orders by **The Customer** to **The Company**.
- 9. All goods must be paid for in full by the time of delivery with cleared funds. Most credit cards, debit cards, building society cheques or banker's drafts are acceptable at time of delivery. Company or personal cheques must be presented at least 8 working days prior to delivery. Direct bank transfers and internet banking transfers are requested **5 working** days prior to delivery.
- 10. Claims by the **The Customer** for transit damaged goods must be made within **3 days** of these goods being supplied by **The Company** to **The Customer**. Any item that is drilled, fitted or modified in anyway from its original state by **The Customer** is deemed to have been accepted. Items modified from their original state by **The Fitter** will be eligible for a free of charge replacement.
- 11. Where materials are used such as timber and granite natural variations will occur in shading, veining, knotting and movement and **The Customer** should be aware that these variations are part of the natural beauty of the product and are therefore acceptable within normal tolerances. Any replacement decision due to the natural variations is at the sole discretion of **The Company**.
- 12. The re-stocking of goods is strictly at the discretion of **The Company** and will be subject to a minimum **20%** re-stocking charge.
- 13. **The Company** is prepared to reserve the time of **The Fitter** on behalf of **The Customer** to fit the materials as listed in this contract, and as per the labour quote provided on behalf of **The Fitter**. Should **The Customer** cancel or modify the agreed fitting dates within 3 weeks of the fitting start date and **The Fitter** not be able to find alternative work **The Customer** will still be liable for a charge of up to **50%** of the quote to **The Fitter**. **The Company** will however make every attempt to avoid this happening through rescheduling and re-allocation.
- 14. **The Company** offers a free survey and design service using state of the art computer technology. The design will be stored on computers for 2 years. The design will be available to view on the large screens, by appointment at our showrooms. Should you require a hard copy a design fee, based on the time spent will be charged, this fee to be deducted from the final cost of the kitchen when an order is placed. Minimum charge is **£300+VAT**.

**DATE:**.....  
**NAME:**.....  
**SIGNATURE:**.....