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## **Burlanes Terms & Conditions**

### **General**

These conditions of sale apply to goods supplied by Burlanes Limited. Any quotation given by Burlanes 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 initial deposit as cleared funds.

### **Payment**

#### **Initial deposit**

An initial deposit payment of 10% is required to secure the desired date and signifies your commitment as our client. This deposit guarantees your intent to proceed with the project. If, due to unforeseen circumstances, you are unable to continue with the project, this initial deposit is refundable, subject to consultation with your designer.

Please note, however, that if a site survey has been conducted and drawings have been produced, a non-refundable fee of £500 will be deducted from the initial deposit. This fee covers the resources and work already devoted to your project, and is applicable regardless of the decision to continue or cancel the project.

#### **After the site survey**

After your Installation Manager has conducted the initial site survey, dates for works to begin will be confirmed. At this stage, a further 40%, non-refundable payment will be required in order for your furniture to be put into production.

#### **Prior to installation**

Two weeks before work commences on site, the balance for cabinetry, appliances, product and part install is to be paid. (Less the final balance of £500 incl. VAT)

**PLEASE NOTE: A furniture delivery date and installation date will be confirmed post the initial site survey. If for any reason you wish to delay the delivery and installation of your furniture, payment as per this schedule, will still be required.**

#### **On completion**

Clients must ensure they are available to confirm the satisfactory completion of the installation and settle the outstanding balance. Your Installation Manager will liaise with you to arrange a convenient sign off time within working hours, on the final day of installation, then once your project has been signed off on site by yourself and your Installation Manager, the final payment of £500 incl. VAT is to be paid.



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Only on payment of the final balance will your Cosentino work surfaces be registered for their warranties.

**PLEASE NOTE: Any additional works outside of the scope of the original project must be paid for, in full, at point of agreement.**

No deviation from these payment terms is permissible without express permission of the Company.

The company reserves the right to charge interest on any outstanding or 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) has been paid in full or terminate the contract by notice to you in writing.

### **Delivery**

The delivery date is confirmed once the site survey has taken place and all details have 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 good 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.

### **Installation**

It is the customer's responsibility to ensure the site is ready for installation - please see document 'Guide to Installation'.

### **Worktops**

Once the kitchen is installed, a template will need to be taken for your worktops (if applicable). They will then return 1 to 2 weeks later to fit the worktops. You may need to arrange for your taps and hob to be disconnected and then reconnected once the stone has been fitted.

### **Tall Cabinets**

To ensure structural integrity, some tall units may require an additional strengthening bar to ensure the longevity of the product. This is dependant on a number of environmental factors, Burlanes fitters will advise you if this is necessary for your installation.



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### **Fitting Tolerances**

Voids and fillers surrounding the installed furniture are part of normal fitting tolerances and cannot be accepted as a basis for complaint.

### **Variations In Colour**

The customer will be shown a sample of a typical piece of furniture and worktop. Due to the nature of some of the timbers and worktops used there will be natural variations in colour and surface markings. No guarantee is given that the furniture and worktops supplied will be an exact replica in terms of colour and surface markings as those displayed in the Company's showroom.

### **Storage Costs**

If the agreed delivery date is extended after confirmation of the order, the Company reserves the right to make a charge for the storage of your furniture. Delays within 14 days of despatch are subject to storage fees of £100 + VAT, payable on a weekly basis.

### **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. All goods must be inspected immediately following installation (no later than 7 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.

Customers should note that wood is a natural material. Please be aware that there is a natural variation of colour and grain in all timbers. Burlanes takes great care in the selection of timber, but cannot guarantee that a small degree of shrinkage or movement will not occur.