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## **CONDITIONS OF SALE**

#### KITCHENS, BATHROOMS, BEDROOMS AND HOME STUDIES (PLANNING VISIT AND SUPPLY)

We are grateful for the opportunity to supply or supply and install your new kitchen, bathroom, study or bedroom. However we also need to be honest and realistic. We need to explain the scale of the work and the disruption it will cause in your home. So we have prepared this information so that we have a common understanding of what to expect from the materials used, the delivery arrangements and the work itself.

Please note that no modifications of these conditions will be recognised by us unless we acknowledge it in writing.

#### **General Data Protection Regulation Privacy Information:**

From the 25<sup>th</sup> May 2018 we will be operating within the above regulation and we will regularly review and, where necessary, update our privacy information and communicate the changes to individuals before starting any new processing.

By accepting our Conditions of Sale you are consenting to be contacted by MBK in the future to provide you with information regarding products related to your current purchase. This will be via email or letter.

In order to provide you with the best after sales service we will keep your records for 15 years in order to help you with any remedial works required, after which time we will destroy your records. You may request that we delete all your data at any time however this will limit our ability to help you in the future. No data is ever shared with any other organisation.

There is no financial information kept on these files, solely information regarding your purchase for future enquiries.

If you have any concerns about how your data is kept please contact us. You may at any time exercise your right to withdraw consent. Please inform MBK in writing and we will confirm that everything has been deleted.

#### Every Kitchen, Bathroom and Bedroom is different

Illustrations in the catalogues, sales literature and advertisements

1. Any specifications, drawings, dimensions, etc, are intended as a guide only. While we take as much care as possible when preparing them, they may include errors and inaccuracies, and their contents are not binding upon us in any way. We reserve the right to withdraw ranges and models that have been replaced by improved or amended designs.

#### Checking plans, elevations and perspectives

- Please check any plans, elevations and perspectives that are produced for you on our Computer-aided design systems. It is your responsibility to satisfy yourself that the information given on the estimate and the acceptance form meets your requirements. Please
  - Check that colours and finishes for units, sanitary ware, carcasses, brassware, handles or knobs, tiles, worktops, appliances and accessories meet your requirements
  - Look at samples before you sign the acceptance form
  - Note that elevations, perspective drawings and colours are impressions only.

#### Installation information

3. All details are included in the installation specification

#### Damaged Goods

4. You should report any damaged or faulty products within a reasonable time. In usual circumstances, we would request that you inspect the goods and report any faults within 48 hours of inspection. We work in line with the Sale of Goods Act, which states that any goods purchased should be as described, of satisfactory quality and fit for purpose for which they were intended. Your rights vary depending on the nature of the fault and length of time you have had the goods. If in the unlikely event a problem arises, we aim to resolve the issue within a reasonable time.

#### **Customised Goods**

5. Unfortunately we are unable to accept returns for goods made to the consumers own specification (bespoke items) unless the goods are faulty

#### Manufactured products (Tiles, Corian etc)

6. Ceramic or porcelain tiles will display a variety of different shades; every attempt will be made to ensure that the materials supplied will be from the same batch. Corian is a manmade product and every attempt by the fabricator will be made to match the sample provided. Please see note 7 below regarding lead-times for installed items. (See Fact sheet for Grout care)

#### Natural Materials

#### Furniture with components made of wood

7. Components made of wood, covered with wood veneer or painted finishes will display a variety of natural grain and colour characteristics that are typical of the type of timber chosen, some of which may not necessarily appear in showroom displays or in photographs of the furniture range. Please consider this point carefully – we cannot supply specially matched components. The colour sample is provided as a guide only and due to certain variables may not provide an exact match to the customer's finished painted product.

#### Stone Flooring

8. Stone is subject to variation in colour, texture and pattern and therefore samples give only an approximate example of the general appearance of the stone. Small "holes" not initially evident in the tiles may appear over time. This does not affect the strength of durability of the product and is part of its natural properties and is not to be considered a fault. (See Fact sheet for Natural stone care)

#### If you are ordering natural stone

9. Granite is a naturally occurring material; there will be variations in colour and veining between the worktops you receive and the samples on the shop-floor displays. Star Galaxy, Blue Pearl and Emerald Pear, for example, are granites which contain natural flecks of minerals which can have small "pin holes" at time of fitting, these may also appear over time and may not be evident on first inspection but this does not affect the strength or durability of the product and is part of its natural properties and is not to be considered a fault. (See Fact sheet for Granite care) Quartz is a man-made product and will have a consistent colour over the worktop area and there should be no great variations. It is to be expected that every solid stone worktop will have joins in it due to the sizes of the product available and when the appearance of the stone is varied the jointing compound will be the closest single colour match and in some cases the joint will be more visible than others.

Please note that, delivery and installation lead-times for specialist work-surfaces can range between two and six weeks following templating – or longer if your chosen material is in short supply. We will keep you informed of any possible delays.

#### If You change your mind or Your room structure

#### If you change your mind

- Because all items are ordered to meet each customer's specific requirements, you cannot change your specification once your order has been placed for any special order and made to measure items. Any alterations to your accepted estimate may result in an additional cost to you. This does not affect your statutory rights.
- 11. If you decide to cancel after your order has been placed you will forfeit your deposit.

#### If you change the structure of your room

12. If your room structure changes after our planner has visited, you must let us know so that we can arrange a second visit if necessary. If you do not do this, you will be responsible for the cost of any replacements or alterations that may be needed.

#### Delivery

13. We will endeavour to deliver your materials on the estimated delivery date. If there are any delays, we will agree a new delivery date with you but cannot be responsible for any direct or indirect loss arising from the delay.

#### Prices and Payment

- 14. To accept our estimate for your kitchen, bathroom or bedroom, please complete and sign the enclosed acceptance form and return it in the pre-paid envelope. You will need to pay a non-refundable deposit, as indicated. The balance is payable two weeks before the delivery date.
- 15. Amendments to the original quotation will be advised in writing, and unless otherwise advised will constitute part of the original signed acceptance form.
- 16. All prices include VAT at 20%, but could be subject to change if the VAT rate changes.
- 17. Prices shown are valid for 56 days from the date of the original estimate.
- 18. To comply with the Data Protection Act, unaccepted estimates and associated paperwork will be destroyed 180 days after the date of the original estimate.

#### Signage

19. In order to facilitate deliveries etc a company sign will be displayed at your premises for the full duration of the works unless you advise us otherwise.

#### Advertising

20. Unless otherwise advised MBK will use any photos taken, before, during and after works for advertising purposes, however no individual information will be provided and the images will be kept anonymous.

#### **General Notes**

#### **Pre-Installation**

21. Because installation can be a dusty process we advise you to cover items that are vulnerable to dust and remove all items from the rooms involved. Ensure that any appliances that are not to be replaced are marked as such.

#### Post-Installation

22. Installing a kitchen, bathroom or bedroom can be a complex business and your installer may need to return to your home to finish the work. Whilst we do our best to obtain any extra items as quickly as possible, it can take up to 6 weeks for some items to be replaced.

If you have any further questions please contact us.

Yours sincerely,

Stewart Noodruff

3<sup>rd</sup> May 2018



# INSTRUCTIONS ON HOW TO CARE AND MAINTAIN PRODUCTS MADE FROM NATURAL STONE AND CEMENT BASED PRODUCTS (e.g. Grout)

An element of care must be taken in the first few days following installation.

Granite and marble worktops supplied by MBK have been sealed at the factory prior to delivery and installation. However we install a further seal coat by approved applicators, providing a 15 year warranty against staining. It is then recommended to use Rejuvenata by DryTreat, to care for your worktops daily, and for a spring clean use Hanafinn Oxy-Klenza, both of which come with your worktops. Further supplies will be available from our offices. For Quartz surfaces we recommend using a standard domestic cleaner e.g. Cif and a window cleaner for everyday cleaning.

With the proper care and use of the right cleaning materials your natural stone worktops, tiles and grouted areas will stay looking new for years.

Natural stone tiles and tiling grout will be sealed by the installation team and will be covered by the 15 year warranty. DryTreat Rejuvenata Concentrate should be applied to the floors and grout and they will be continually conditioned. Further sealing should not be required.

Always check the information on the cleaning product before use.

# Acidic cleaning materials or any product which contains citrus are prohibited for cleaning all natural stone and grout.

Natural stone and grouted surfaces must not be cleaned with abrasive cleaners or materials.

It is important to clean stains as quickly as possible, before it settles into the stone.

Juice, coffee, oil, grease, dyes or red wine should be wiped off immediately and the surface washed with clean warm water, to which Hanafinn Oxy-Klenza may be added. Rinse with clean water and dry with a soft cloth.

Avoid scratching the surface of your worktop – use a chopping board, modern kitchen knives could be made of special hard wearing steel, which may leave marks in polished or honed surfaces. Protect your worksurfaces whilst decorating as paint can stain the worksurface.

### Don't put hot pans on any stone worktops.

If you are unable to remove any stains please contact the office for a special cleaner.

All the above products can be purchased at our offices, and we can also offer application services for sealing many other products including Grout, Brick, Concrete & Clay both interior and exterior. Please contact us for quotations.