

Terms and Conditions for Haagensen Wardrobes and Kitchens Ltd

Introduction

These Terms and Conditions govern the relationship between Haagensen Wardrobes and Kitchens Ltd ("we", "us", "our") and the customer ("you", "your") for the provision of bespoke kitchen and bedroom furniture design, manufacture, and installation services. By placing an order with us, you agree to these Terms and Conditions.

1. Quotations and Orders

1.1 Quotations: All quotations provided by us are valid for 30 days from the date of issuance, unless otherwise stated. After this period, we reserve the right to revise the quotation.

1.2 Acceptance of Orders: An order will be deemed accepted once a signed contract or written confirmation has been received from you, along with any required deposit payments.

1.3 Changes to Orders: Any changes to the order after acceptance may result in adjustments to the project timeline and/or cost. All changes must be agreed upon in writing.

2. Payment Terms

2.1 Deposit: A non-refundable deposit is required to secure your order and begin the design and manufacturing process.

2.2 Progress Payments: Payments will be made in instalments, as outlined in your contract. The final balance is due upon completion of the installation.

2.3 Late Payments: Late payments may incur additional administrative costs and interest charged. We reserve the right to pause work if payments are delayed.

3. Design, Visuals, and Manufacturing

3.1 Design Process: Our design service includes revisions. Any additional design revisions may incur an extra fee. Any revisions or changes requested after the manufacturing process has commenced will incur additional costs. These costs will cover material, labour, and any changes to the project schedule.

3.2 Visual Representations: Any visuals or digital representations of the kitchen or bedroom provided during the design phase are for illustrative purposes only. These are intended to give you a general idea of the design and style but may not accurately reflect the final finish.

3.3 Final Finish: The final appearance, colour, texture, and finish of the materials used will be based on actual physical samples. We strongly recommend that you review and approve physical samples of materials before production begins.

3.4 Manufacturing Tolerances: As a bespoke manufacturer, we aim to deliver to the agreed specifications. However, slight variations in material or design may occur, which are considered normal for custom manufacturing.

3.5 Materials: All materials are subject to availability. Should any material be unavailable, we will inform you and discuss suitable alternatives.

3.6 Joins in Materials: For installation and safety purposes, there may be a join in any material that is longer than 2400mm.

4. Delivery and Installation

4.1 Delivery Time: Delivery dates are provided as an estimate. While we strive to meet these deadlines, delays may occur due to circumstances beyond our control. We will notify you of any such delays as soon as possible.

4.2 Site Preparation: You are responsible for ensuring that the site is ready for installation,

including proper access and necessary utilities.

4.3 Installation: Our installation service includes full fitting as per the agreed design. However, unless specifically agreed and quoted for prior to delivery and installation, no allowances have been made for the removal and disposal of existing furniture, plastering, decorating, flooring, appliances, or other goods.

4.4 Installation Authority: You grant us the authority to carry out the installation by the method we consider most suitable, based on our experience and expertise. If you require specific details, please ask for them to be explained prior to installation. Decisions on joins, fixing methods, and materials will be made at our discretion.

4.5 Carpet Re-fitting: If you are planning to reuse your carpets, please note that our bedroom furniture installers cannot refit the carpet. We can recommend carpet fitters who can re-lay your carpet once the furniture is installed, with payment made directly to them upon completion.

4.6 Post-Installation Adjustments: Floors may settle slightly post-installation, which may result in the need for adjustments to door levels and units. We will attend to these adjustments at no extra cost once you notify us, within a reasonable timeframe.

5. Cancellation and Refunds

5.1 Cancellation by You: If you wish to cancel your order after the deposit has been paid, we reserve the right to retain the deposit to cover administrative and design costs.

5.2 Cancellation by Us: In rare cases, we may cancel the contract if we are unable to fulfill your order due to unforeseen circumstances. In such cases, we will issue a full refund of any payments made.

5.3 Custom Products: As your kitchen or bedroom furniture is bespoke and made to your specifications, once manufacturing has commenced, no refunds will be provided unless the goods are faulty.

6. Ownership and Liability

6.1 Legal Ownership: The legal ownership of the goods will not pass to you until you have paid all monies owed under this agreement or otherwise.

6.2 Responsibility for Goods: You are responsible for the goods as soon as they are delivered to the site. We recommend you check your household insurance to ensure the goods are covered.

7. Change of Delivery/Installation Date

7.1 Changing Agreed Date: If you need to change your agreed delivery or installation date, we will do so free of charge provided you give us at least 28 working days' notice (excluding the date of delivery). This must be done by contacting us by phone.

7.2 Late Changes: Any changes made with less than 28 working days' notice may, at our discretion, incur a rearrangement fee of £120 per fitting day to cover our reasonable costs.

8. Warranty and Defects

8.1 Product Warranty (In-house): We offer a 20-year warranty on all carcasses, covering defects in materials and workmanship.

8.2 Bought-in Products Warranty: For products not manufactured by us such as doors, worktops, appliances etc., warranty coverage will vary depending on the manufacturer. We can provide the specific warranty details upon request.

8.3 Warranty Claims for Bought-in Products: Any warranty claims for items not made by us

must be directed to the original supplier or manufacturer. We are happy to assist with providing the necessary contact information.

8.4 **Exclusions:** The warranty does not cover damage caused by misuse, neglect, accidental damage, or failure to follow care instructions.

9. Limitation of Liability

9.1 **Third-Party Contractors:** We are not responsible for any work carried out by third-party contractors engaged by you.

9.2 **Damage:** We will take reasonable care during installation, but we are not liable for any pre-existing damage to your property or issues arising from improper preparation of the site.

9.3 **Total Liability:** Our total liability for any claims arising under this contract shall not exceed the total amount paid by you to us for the services provided.

10. Force Majeure

We are not liable for delays or failure to perform any part of the contract due to events beyond our control, such as natural disasters, strikes, or transportation issues.

11. Contact Information

If you have any questions or concerns, please contact us at:

Haagensen Wardrobes and Kitchens Ltd

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Grimsby

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