

Forth Kitchens is owned and operated by Forth Kitchens & Bathrooms Ltd.

#### \*Free Installation Offer -

Free installation offer is based on installation of products purchased from Forth Kitchens and excludes supplementary works such as moving or providing Gas/ Electrics & Plumbing services apart from connection of electrical appliances supplied by us to a suitable supply within 1 Mtr, this is not an exhaustive list, please see your sales designer for further details. The installation includes installation & assembly of cabinets / doors / panels / cornice / pelmet / plinths / worktops & worktop mitres / integrated appliance doors / infills boiler housing and laminated splashback. (Clyde Kitchens reserves the right to withdraw or amend this offer at any time). Please see order confirmation & key facts forms for further details.

#### Availability

If for any other reason beyond our reasonable control we are unable to supply a particular item, we will not be liable to you except to ensure that you are not charged for that item.

#### Payment and acceptance

Your order is an offer to buy from us. Nothing that we do or say will amount to any acceptance of that offer until we actually dispatch an item or provide any services to you, at which point a contract will be made between us.

#### Delivery

Our delivery courier will make deliveries to you. We do our best to secure delivery within 7 days of the Start date of your Installation order, or on the date requested or specified when your order is placed. Deliveries will be made Monday – Friday between the hours of 7.00 a.m. and 6.00 p.m. unless otherwise notified. Whilst we make every effort to deliver all your items within 30 days of the date of your order or your requested delivery date, we shall not be liable if we fail to do so in part or in full due to circumstances beyond our control. We shall contact you to let you know if we are having any problems getting an item to you within that time.

If you wish to change the delivery date once it is agreed then please give us no less than 72 hours notice prior to delivery.

Further, our carriers reserve the right to take pictures of the product once offloaded at your delivery address.

Ownership of an item and or order will not pass to you until we have delivered the item to you and it has been paid for in full. When an item is delivered, risk of damage to or loss of the item passes to you.

Subject to the other provisions of these conditions we shall not be liable for any direct, indirect or consequential loss (all three of which terms include, without limitation, pure economic loss, loss of profits, loss of business, depletion of goodwill and similar loss), costs, damages, charges or expenses caused directly or indirectly by any delay in the delivery of the Products.

We shall have no further liability under the Contract if, for any reason, you fail to accept delivery of any of the products when they are ready for delivery, or we are unable to deliver your order on time due to health and safety risks

#### Installation

Once you have ordered an installation service the installer will contact you to arrange a

convenient time to attend your home to carry out a survey, following which the installer shall agree a date with you on which the installation will start.

If the installation you require is not a standard installation (for example, it includes moving services, connection services or building works) this may incur further charges and you may be asked to enter into a further agreement with the installer for these works.

Prior to installation you are responsible for:

- checking that you have a suitable supply of gas, electricity, water or waste services to be connected to the items you have checked;
- notifying the installer of any particular features which you know about the property which may make the installation more difficult than expected. We will assume that your property is not subject to any listing and that the installation works will not contravene any planning conditions or obligations unless you tell us otherwise.
- ensuring that existing wiring, gas, water and waste pipework within the Property is generally of a legal and good workman-like standard. In particular, you acknowledge that you have checked the walls and floors are sound. You are responsible for locating any hidden wiring or pipework and the Installer shall not be liable for any damage caused by or in connection with any hidden conduits.
- checking that any appliance, accessory or component supplied by yourself is suitable for use with the goods. For example, if you decided to retain your own taps, you would need to make sure they are compatible with your new kitchen sink.

You are advised not to decorate rooms (including tiling walls or the laying of new floors) prior to installation in order to avoid minor incidental damage caused during installation.

Throughout the installation you are responsible for giving the installer reasonable access to your property in order that installation works can be completed.

If you are not in on the agreed start date of installation or the property is not in a condition ready for installation to proceed then we reserve the right to charge you a delay charge.

We will do our best to procure that installations are started on the date agreed. However, the start date and completion dates that we give you are guides. Whilst we make every effort to install the items within that time, we shall not be liable if we fail to do so in part or in full due to circumstances beyond our control. We shall contact you to let you know if we are having any problems installing the items within the stated time.

We will do our best to ensure that the Installer:-

- performs the services with due care and skill;
- observes all health and safety rules

Cancellation and Refund policy

We comply with the cancellation of contracts made in consumer's home or place or work, regulation 2008. If you are entitled to a refund, we will make a refund to the account originally charged for the purchase of the product. Refunds will be made at the earliest opportunity and will be dependent on transactional times associated with the original payment method. We reserve the right to deduct a restocking and or collection charge to the refunded amount. No

refunds can be made to custom manufactured or ordered items, (i.e. Painted Kitchens/ Corain/ Granite/Silestone Worktops).

Restocking/return charges apply and are calculated at 35% of the invoice value.

#### Faulty items (appliances)

If, after a product has been fitted, you find a fault, we reserve the right to request the manufacturer or a registered engineer to contact you or make a house visit to confirm the fault. Manufacturer's may require you to register the appliance guarantee with them, in this case you should contact the manufacturer at the earliest opportunity should you have issue with an appliance supplied by us. This does not take away our liability to you should the product not be of satisfactory quality, fit for a particular purpose or as described.

#### Payments

You can pay by Cash, BACS transfer, Cheque, Mastercard or Visa credit card, Maestro, Solo or Delta debit card or Paypal.

Your credit/debit card details will be encrypted to minimise the possibility of unauthorised access or disclosure. Authority for payment must be given at the time of order. If there is a problem taking payment for all or part of your order we will contact you by email (or by telephone if you have not given us an email address).

We reserve the right to appoint a collection agency for all outstanding overdue monies due to us and reserve the right to pass the costs of collecting these monies to you.

Payment is due to us when we issue you with a Final Invoice, changes may be made free of charge at time up to issue of the Final Invoice after which additional charges will be applied.

#### Our responsibility to you

If we are in breach of these Terms & Conditions, we will only be responsible for any direct losses that you suffer as a result to the extent that they are a foreseeable consequence to both of us at the time you make the relevant order. Our products are for personal use only and our liability shall not in any event include business losses such as lost data, lost profits or business interruption. This paragraph 11 shall not limit or affect our liability resulting from any products sold being found to be unsafe or if something we do negligently causes death or personal injury.

#### General

You may not transfer any of your rights under these Product and Installation Terms & Conditions to any other person. We may transfer our rights under these Products and Installation Terms & Conditions to another business where we reasonably believe your rights will not be affected.

If you breach these Product and Installation Terms & Conditions and we choose to ignore this, we will still be entitled to use our rights and remedies at a later date or in any other situation where you breach these Product and Installation Terms & Conditions.

We shall not be responsible for any breach of these Product and Installation Terms & Conditions caused by circumstances beyond our reasonable control. In particular, if the performance of our/our installer's obligations under these Product and Installation Terms and Conditions is prevented or delayed by any act or omission by you, neither we nor the installer shall be liable for any costs, charges or losses sustained or incurred by you arising directly or indirectly from such prevention or delay.

Except as expressly set out in these Product and Installation Terms & Conditions, all use of your personal information will be made in accordance with our Privacy Policy.

These Product and Installation Terms & Conditions are subject to Scottish law. We will try to solve any disagreements quickly and efficiently. If you are not happy with the way we deal with any disagreement and you want to take court proceedings, you must do so in Scotland.

#### Customer Services

If you have any queries, please contact us on 0131 610 2003

Forth Kitchens is owned and operated by Forth Kitchens & Bathrooms Ltd, a company registered in Scotland whose registered office is at:

Unit 1, Chapelhall Industrial Estate, Chapelhall, Airdrie ML6 8QH

Company Registration No. SC461315

VAT No. 377 5456 53

#### Kitchen Units Guarantee

Conditions of the 10-Year Guarantee (standard terms).

- The guarantee applies in the UK only and only applies when payment has been made in full.
- The Guarantee applies to all Kitchen fascias and cabinets.
- The product shall be subject to normal domestic use only.
- The customer must retain proof of purchase.

THE GUARANTEE DOES NOT APPLY TO: A) accessories such as worktops, pelmets, cornice, lights or light bulbs, etc. B) Any problems arising from poor installation of the kitchen, bad planning or misuse. C) Consequential loss. D) Replacements required which we are unable to supply due to circumstances outside our control. E) Damage or deterioration arising from the fitting of unsuitable or incompatible handles during or after installation.

We, Forth Kitchens & Bathrooms Ltd, undertake to guarantee for the period of 10 years from the date of purchase, during which we will replace, or repair, at our option, any unit that is defective as a result of faulty design, materials or workmanship (of manufacture not installation). Please note that the Guarantee does not cover defects arising from reasonable wear and tear of the unit and you will be expected to take reasonable care of the product (see below for further information on care of product). The benefit of the Guarantee will only be available for the guarantee period to the original purchaser of the furniture. The Guarantee is only valid in the U.K and is based on FULL payment of goods. This Guarantee is given in addition to and does not affect your statutory rights. Guarantee not covered by Insurance.

#### Care of Kitchen Units

Timber doors:

Wood is a beautiful natural product and the different grains and textures in the wood often means there are a variety of tonal differences in the doors and drawer fronts.

Prior to fitting, lay out the door and drawer fronts and adjust the positions to get the best overall balance.

Exposure to daylight will change the appearance of the natural wood fascias. Each type of timber reacts differently and at a different rate, becoming darker, richer and with more contrast.

Exposure to direct sunlight will bleach wooden furniture. Bleaching of colours can affect your furniture within two months and will be different on each of the door and drawer front component depending upon its position relative to the windows

Installation in recently plastered properties can see the moisture drawn into the timber causing a slight swelling, which will reduce when the relative humidity returns to normal. The degree of reaction is dependent on the timber type.

Vinyl doors:

Vinyl wrapped MDF doors will be affected by heat and water. Care should be taken to ensure the edges of doors are not exposed to prolonged or excessive heat from small domestic appliances (kettle, toaster, etc) and integrated extractor doors are opened with the extractor in operation when a hob is in use. Care should be taken to ensure the edges of doors are not doused in water.

Exposure to direct sunlight will eventually bleach the colours slightly and will be different on each of the door and drawer front component depending upon their position relative to the windows.

#### Step by Step Complaints Procedure

If you're not completely happy with our service we'd like to hear about it – that way we can do something to put it right. We do everything we can to make sure our Customers get the best products and service possible, however, sometimes we may not get things right the first time. When this happens we want you to tell us what went wrong so we can put matters right. We want to make it easy for you to tell us what went wrong so that we can give your complaint the attention it deserves and resolve your complaint fairly without delay.

How and where to complain

If you are not satisfied with any aspect of our service or products you can tell us about your complaint in the following ways ;

In writing – write to the Order Support Manager. Unit 1, Chapelhall Industrial Estate, Chapelhall, Airdire, ML6 8QH.

By telephone – call us on 0131 610 2003 during our office hours and ask for the Order Support Manager. Office Hours are: Mon – Fri 10am – 4pm, Sat/Sun Closed.

By Email – send your email to [sales@forthkitchens.co.uk](mailto:sales@forthkitchens.co.uk) and provide your name and postcode to help us find your details.

How long will it take?

We aim to resolve your complaint straight away but if we can't we will write to you within 5 business days to tell you:

- Why we have not resolved your complaint
- Who is dealing with your complaint
- When we will contact you again

We will usually resolve your complaint quickly but if it is complex it may take longer.

We will keep you informed on a regular basis but if you need an update please call us on 0131 610 2003 and ask to speak to the person handling your complaint

If we can't agree a solution with you within 8 weeks, we will;

- Send a letter giving our reasons for the delay and an indication of when we expect to provide a final decision

OR

- Issue our final decision letter which will explain our final position.

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In the unusual case of having a complaint about a Finance Product we have offered the following apply :-

### **MAKING A COMPLAINT**

If you're not completely happy with our service we'd like to hear about it so we can do something to put it right. We do everything we can to make sure our customers get the best products and service possible. However, sometimes we may not get things right the first time. We would like you to tell us what went wrong so we can put matters right.

### **HOW AND WHERE TO COMPLAIN**

If you are not satisfied with any aspect of our service or products, you can tell us about your complaint in the following ways:

**In writing** – write to us and address your letter to Customer Services, Forth Kitchens, Unit 4, Block 1, Chapelhall Industrial Estate, Airdrie, ML6 8QH

**By telephone** – call us 0131 610 2003 during our office hours and ask for the Customer Services Department.

**By email** – sales@forthkitchens.co.uk

### **WHAT TO EXPECT**

We aim to resolve your complaint straightaway but if we can't, we will keep you informed on a regular basis. If you need an update, please call us on 0131 610 2003 and ask to speak to the person handling your complaint.

When we reply to your complaint, if you consider our response doesn't fully address your concern, please let the person handling your complaint know so we can see if there is anything further, we can do.

### **IF WE CANNOT REACH AGREEMENT**

Our aim is to resolve all complaints. However, if you are not satisfied after receiving our final decision letter, or if eight weeks have passed, you have the right to refer your complaint to the Financial Ombudsman Service (FOS). Their contact details are shown below.

Please note: Only complaints relating to the sale of financial services should be referred to FOS.

### **Financial Ombudsman Service can be contacted in writing:**

Financial Ombudsman Service  
Exchange Tower

London

E14 9SR

Tel: 0800 023 4567 (free for most people ringing from a fixed line) or 0300 123 9123 (cheaper for those calling using a mobile) or 44 20 7964 0500 (if calling from abroad)

Email: [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk)

Further information can be obtained from the Financial Ombudsman Service's website at [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk)