

Terms and Conditions /1

TERMS AND CONDITIONS/ CONTRACT AND GUARANTEE

In these conditions KUCHE UK LTD is referred to as the Company and the person signing the contract is referred to as the customer.

1. All the terms of the contract between the Company and the customer are contained in this contract and no variation of these terms nor shall cancellation of this contract be considered unless a written request is received within seven days of the date of this contract. Any oral representation or promises made by anyone other than the Director of the Company are expressly excluded.
2. This contract is binding on both parties and is subject to cancellation only in the following circumstances.
 - A. The company reserves the right to cancel this contract if upon receipt of our contractors working details the Company considers that satisfaction is not likely to be received with this installation/order.
 - B. If the customer enters into a regulated cancellable credit agreement respect of all or part of this contract with a creditor introduced by the Company and exercises his/her statutory right of cancellation under the Consumer Credit Act 1974.
3. Representative and showroom samples are used to demonstrate typical product, its composition and general appearance. The fittings and samples of bathroom and kitchen modules are manufactured by individual companies and installed/supplied in the way the Company considers most suitable. In keeping with the Manufacturer's/ Company policy of continuous improvements to its products, production and installation methods, it reserves the right to make any necessary modifications without notice.
4. All fittings used are of the best Commercial Standards, but no guarantee is given or implied against minor imperfections, beyond that given by the manufacturer. No responsibility can be accepted by the Company for any damage once the installation / supply has been completed. The Company excludes liability for optical effects attributable to natural phenomena.
5. Any dates of commencement and completion of works are offered in good faith and are based on the position of the date of order. They are not guaranteed and could be subject to delays because of strikes, accidents, government direction, force majeure, mechanical breakdowns, unavailability of materials and parts and other causes beyond the Company's control. The Company will make all reasonable endeavours to start and complete work by the dates given but will not accept any liability for unforeseen delays whatsoever.
6. The customer shall be responsible for ensuring that the supply and fitting of the products complies with every applicable statute order in Council, regulation or direction of Government, local or other authority and in particular that he has lawfully obtained every necessary licence permit or authority required in connection therewith.
7. The customer will give access to the premises to any member of the Company, its agents, contractors, servants and workmen all at reasonable times so that the Company may complete the installation / supply in accordance with this contract.

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8. The Company will make good any damage caused in the course of installation to the plaster; floor, rendering or brickwork immediately surrounding any area of the room, but does not undertake to replace specialised finishes, such as artex, or surrounding wallpaper or paintwork. The Company accepts no responsibility for any damage resulting from structural or other defects in the property at which the installation is carried out but any complaint or claim by the customer for compensation for any damage or alleged damage by the Company for which it may or may not be able under these terms and conditions must be made in writing to reach the Company within 7 days of completion of the installation/supply. Time is of the essence and if such complaint or claim is not received within the said period of seven days the Company will accept no liability whatsoever.

9. Removal of personal belongings, in the bathrooms/kitchens is the customer's responsibility. The company shall not be liable for any consequential loss.

10. When making good, any work resulting from installation, the company will endeavour to match existing materials i.e. brickwork, floors, wall colours etc., but reserves the right to substitute other materials.

11. The company shall be responsible for the removal of waste materials created by the installation.

12. The company shall indicate the price inclusive of V.A.T on the order. If government instituted changes occur it is the rate prevailing at the date of the invoice that will be charged.

13. Ten year limited guarantee takes effect from the time of installation on the WORK, subject to payment in full having been received by Company. All fixtures such as furniture, taps, extractors, mirrors, tiles, appliances are subject to individual guarantees provided by the manufacturers, and are subject to replacement on supply basis only. The guarantee is given in addition to and not in substitute of customer's rights under the Common Law or any other statutory act.

14. The guarantee is transferable, but only with the express consent of KUCHE UK LTD. The guarantee comes into effect immediately, on completion of the installation, provided that the full price has been paid, otherwise it is void. The terms and/or conditions or the company's guarantee does not effect or detract the customer's statutory rights.

15. Payment Terms on supply and installation will be a 25% deposit to be paid on the day of the sale, a second payment of 30% on commencement of work, a third payment of 30% on completion of workop and remaining balance of 15% will be paid on completion of installation (unless agreed otherwise by the Company).

Payment Terms on supply only will be 50% deposit to be paid on the day of the sale, and the balance 50% on the delivery of goods.

Payment is to be made to the company in bacs, cash, cheque or debit/credit cards (KUCHE UK LTD).
Payment by cerdit card will be charged 2%

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16. Minor defects or matters requiring rectification which would normally be dealt with under the company guarantee shall not be considered good reason for non-payment of balance.

17. The company reserves the right to charge interest at the rate of 10% per month on any balance remaining outstanding after the installation/supply is completed.

18. The customer hereby agrees and authorises the company that in event that it is unable on completion of the work to make full payment of the agreed purchase price, the company will be entitled to apply to the H M land registry for the registration of either (a) restriction in favour of the company against the title to the above property or (b) a caution against the title of the above property.

19. The fittings or products installed remain the property of the company unless paid for in full. The buyer hereby agrees and authorises the company, its employees or agents to allow access to the property to remove any products installed if payment of the total amount is not made in full.

20. The above terms and conditions are subject to whether the customer is having the companies' products installed or supplied.

Kitchen & Bathroom Limited 10 Year Guarantee

Guarantee issued by Consumer Protection Association.
This is to certify that the Kitchen & Bathroom supplied to:

Customer:

Name: Mr Paul Smith
Address: The Black Horse, High Street, Fowlmere, Royston HERTS SG8 7SS
Date: 09.02.16

10 Year Guarantee: From this all Parts and Labour supplied by KUCHE UK LTD. will be covered by this guarantee subject to the conditions below.

Materials:

The customer will have the benefit of any manufacturers guarantees in respect of materials used. Whilst we endeavour to ensure continuity in our kitchen ranges and specifications, we reserve the the right to ammend or adjust our specification and the materials used in the manufacturing of of our kitchens at any time without prior notice. KUCHE UK LTD cannot accept responsibility for variation in shade texture or grain of its wood kitchens. Wood is a natural material and these shade variations should diminish over time. This guarantee does not cover any defect arising due to wear and tear, any excess exposure to water or sunlight, misuse, abuse, neglect or any form of maltreatment.

Conditions:

The customer must take all reasonable measures to maintain the installation. The customer advising the Installer in writing of any obvious faults arising in the Installation within ten days of completion. All fixtures such as internal fittings, sinks, taps, lighting and appliances are subject to individual guarantees provided by the manufacturers, and are subject to replacement on supply basis only.

Cancellation (Cooling off period):

The customer may cancel the order without penalty during the cooling off period which shall run for 14 days from (not including Sundays or Bank Holidays). Any cancellations must be given by written notice by either party.

The Invoice has been paid in full.
Excludes consequential loss.

Signed
Paul Weber
Director
Kuche UK Ltd

