

## INSTALLATION SERVICE CONDITIONS FOR RAPID KITCHENS

These Conditions are supplementary to the applicable Terms & Conditions of Sale and apply where you have ordered installation services with your order for Products. The definitions set out in those Terms & Conditions shall also apply to these Conditions.

### 1. Pre-installation

- 1.1. One of our recommended subcontractors (the Fitter) who will be responsible for providing the installation services will contact you within 48 hours of your Order to arrange a pre-fit survey at which time the Fitter will check against the proposed plan from the dry fit quote you were given at the time of Order. The installation service offered by Rapid kitchens recommended installers includes the installation of the units, décor accessories, handles, and appliances (not including connections). Anything outside of this is classed as supplementary works and is not included in the installation costs, for example this would be the gas connection of the hob. Rapid kitchens do not co-ordinate or manage any of the supplementary works and this would be between you and your chosen installer to undertake the works.
- 1.2. At or following the pre-fit survey, the Fitter will advise you whether any supplementary work (which is outside of the standard installation package) is required. At this time the Fitter will indicate the cost of him/ her carrying out such supplementary work and will confirm the price of supplementary work in writing.
- 1.3. You are under no obligation to use the Fitter to complete the supplementary work, you may use your own subcontractor to carry out the supplementary work. Any supplementary work which the Fitter or your chosen subcontractor agrees to carry out is outside of these Terms and shall be subject to a separate agreement for services between you and the Fitter or your chosen subcontractor. As such we accept no liability in respect of any damage arising as a result of any supplementary works carried out either by the Fitter or your chosen subcontractor.
- 1.4. The plan forms the basis of the installation services, as such you must ensure that you are happy with any changes the Fitter makes to the proposed plan and that such changes are clearly identified on the plan before you sign it. You agree not to sign and approve the changes to the plan until you are happy with them.
- 1.5. If you are not happy with any of the Fitter's proposals for supplementary work or any changes made to the proposed plan you should contact our Designer at the showroom at which you placed your Order as soon as possible. You must contact us 14 days before delivery otherwise no

changes can be made.

1. Price/payment

- 1.1. The price for our standard installation package for the Products will be set out in Dry Fit Price List unless otherwise agreed in writing.
- 1.2. Unless otherwise agreed in writing the price shall be due and payable in accordance with the applicable Rapid kitchens Terms & Conditions of Sale at the same time as the Products.
- 1.3. If the Fitter has agreed to carry out any supplementary works, the price for the supplementary works shall be as set out in written quote supplied by the Fitter and shall be payable in accordance with the Fitter's own payment terms.

1. Your responsibilities

1.1. In respect of installation you are responsible for:

- 1.1.1. ensuring that all measurements taken by you are correct and accurate;
- 1.1.2. obtaining all planning permission and building regulations consents;
- 1.1.3. ensuring that the Fitter has clear, safe and uninterrupted access to the delivery address and the area where the installation services are to be carried out;
- 1.1.4. ensuring that all services which may affect or be affected by installation of the Products are disconnected;
- 1.1.5. ensuring that the area where the installation services are to be carried out is clean, level and clear of debris;
- 1.1.6. providing adequate power, lighting, heating and other necessary facilities for the Fitter to be able to carry out the installation services;
- 1.1.7. to notify us of any changes to the condition of your property at the time agreed for the provision of the installation services; and
- 1.1.8. disposing of all packaging materials and old kitchen units unless otherwise agreed.

1.2. If you appoint your own sub-contractor, rather than the Fitter, to carry out any supplementary works, you must ensure that the supplementary works are carried out with reasonable skill and care.

1.3. If you fail to comply with your obligation under condition 3.2 and as a result the Fitter is unable to proceed with the installation services the Fitter will, at its option either:

- 1.3.1. complete/rectify the defective supplementary works at your cost; or
- 1.3.2. arrange a date in the future to carry out the installation services to allow you the time to rectify the defective supplementary works, if the latter option is selected, it is your responsibility to ensure that the Products are stored in a suitable environment until such time as the Fitter is able to install the Products. You will be responsible for the costs, loss and/or damage caused due to the Fitter being unable to

carry out the installation services on the original date

1.

- 1.1. If the option at condition 3.3.2 is selected, you must rearrange an installation date to occur within 3 months of the original installation date otherwise we will assume that you no longer require the Fitter to carry out the installation services.
- 1.2. Delivery of the Products and installation of the Products must take place at the same location, unless we otherwise agree this with you.
- 1.3. You must inform us of any structural defects or anomalies at the location where the installation services are to be carried out which may affect the installation services.
- 1.4. If during the installation services, you agree with the Fitter to deviate from the plan, then this is your responsibility and we shall not be liable for any costs, damage or loss arising from this.
- 1.5. If at anytime, throughout the installation, you have any concerns about the Fitter or the quality of work, you must contact us immediately, do not wait until the installation is complete.
- 1.6. On completion of the installation services, you will be asked to check the work carried out and allow us to take photographs of the completed works. If you are not happy in any way with the installation services which have been carried out and you do not note this on the installation day then we will accept no liability if, in the future, you make a claim to us for damage or loss occurred during or as a result of the installation services.
- 1.7. If you raise a claim or issue in respect of the installation services, you will allow us access to review the installation services/Products and to take photographs of the Products and any alleged damage or poor quality of work.

1. Installation services

- 1.1. We will endeavour to complete the installation services as soon as possible but time for completion is not of the essence of this Contract and we will not be liable for any reasonable delays.
- 1.2. Our install appliance charge applies only to appliances purchased from Rapid kitchens, in the event a customer would like their existing appliances or new ones not purchased from Rapid kitchens installing, this is a supplementary cost and not warranted by our dry fit warranty.
- 1.3. Provided that you comply with your obligations at clause 2.3 we will ensure that our Fitter completes the standard installation package as follows:
  - 1.3.1. assembles, fits and installs the kitchen cabinet Products (including interiors, doors, drawers, handles, kickboards, cover panels, cornices and décor trim)
  - 1.3.2. completes basic appliance installation excluding all connections.

1.

1.1.

1.1.1. fits the worktop (including cut-out and fitting for cooker tops, sinks, taps);

1.1.2. fits the sink and taps;

1.1.3. seals all joins and cut-outs. Unless specifically stated in your Order, the sealant colour shall be selected on the basis of what we deem most suitable.

1.2. If during the installation services, it appears that the walls are incapable of holding the Products or the utility connections are unsafe, faulty, flawed or of poor quality, we reserve the right to suspend the installation service until the necessary remedial works have been completed. This does not affect our right to take the full payment for the Products and installation services in line with our terms & conditions.

1.3. We shall not be responsible for or liable for any damage, loss or expense caused due the poor quality of or fault with any of the walls or utility connections.

1.4. Whilst we will try to ensure our Fitter(s) keeps dust and disruption to a minimum during the provision of the installation services, you should take all reasonable and necessary steps to minimise the impact of the installation services, for example by moving breakables/delicate items and covering areas likely to be affected with dust sheets. Whilst the Fitters will endeavour to clean up after themselves, you should expect some dust to result from the installation services and you agree that we will not be liable for any cleaning expenses resulting from such dust.

1.5. Minor damage may occur to decor, plaster and tiling during the installation services but you agree that we will not be responsible for redecorating or making good any damage unless it is as a result of our negligence rather than an unavoidable consequence of having the Products fitted.

1.6. Payment must be made in full on the day of installation. Failure to do so will result in the warranty on the installation being invalidated

1. Warranty

1.1. We warrant that on installation and for a period of 3 months thereafter (subject to the other provisions of the Terms) the installation services shall be performed with reasonable skill and care.

1.2. We shall not be liable for any breach of the warranty set out at clause 5.1 if:

1.2.1. you have failed to comply with clause 3.1;

1.2.2. the installation services were provided in accordance with the specifications or instructions provided by you;

1.2.3. you have failed to comply with clause 3.6 and 4.8;

1.2.4. you have failed to inform or notify us in writing that the installation

services have not been carried out to an appropriate standard and we have not been given a reasonable opportunity to re-perform the installation services;

1.2.5. the walls to which the Products are to be attached or the utility connections are poor quality, flawed, faulty or unsafe.

1.3. Subject to clause 5.2, if the installation services do not conform with the warranty at clause 5.1, we shall elect to either re-perform the installation services to comply with clause 5.1 or refund the price of the installation service.

1.4. If we comply with clause 5.3 we shall have no further liability for a breach of the warranty at clause 5.1 in respect of the installation services.

1.5. These terms apply to any re-performance of the installation services under this clause 5.

1.6. We shall not be responsible for losses or damage that result from the disconnection of any white goods, including but not limited to washing machines, dishwashers, fridges, freezers and/or radiators.

#### 1. Liability

1.1. Our liability shall be limited in accordance with the applicable Terms & Conditions of Sale.

#### 1. General

1.1. If any court or competent authority decides that any of the provisions of these Terms are invalid, unlawful or unenforceable to any extent, the term will, to that extent only, be severed from the remaining terms, which will continue to be valid to the fullest extent permitted by law.

1.2. Rapid Kitchens operates as a supply-only company. For installation and repairs, it is recommended to coordinate directly with your chosen installer.

Subcontractors details: G&G plastering and joinery (07557 399986)