

How to use this order form

You can either complete this PDF on your computer and email it back to us at sales@handmadekitchensofchristchurch.co.uk

Or alternatively you can print it at home, fill it in by hand and post the completed form back to us:

Handmade Kitchens of Christchurch Ltd, 6-7 Fountain Way, Christchurch, Dorset, BH23 1QN

Your Details

Name:	Telephone (Work):	Telephone (Mobile):
Delivery Address:	Telephone (Home):	Fax:
Town:	County:	Email Address:
Postcode:		

Order Specifications

Tick the appropriate check boxes:

Materials:

<input type="checkbox"/> Tulipwood / MDF with Oak Veneer Carcass	<input type="checkbox"/> Oak and Oak Veneer	<input type="checkbox"/> Maple and Maple Veneer	<input type="checkbox"/> Walnut and Walnut Veneer
--	---	---	---

Door Style:

<input type="checkbox"/> A: Plain shaker	<input type="checkbox"/> B: Shaker with beading in door panel	<input type="checkbox"/> C: Beading around door frame	<input type="checkbox"/> D: Beading around door frame and in door panel
--	---	---	---

Drawer Style:

<input type="checkbox"/> 1: Plain shaker	<input type="checkbox"/> 2: Beading around frame	<input type="checkbox"/> 3: as 2 plus beading on drawer front
--	--	---

Plinth Style:

<input type="checkbox"/> Planted	<input type="checkbox"/> Framed	<input type="checkbox"/> Recessed	<input type="checkbox"/> Framed 2
----------------------------------	---------------------------------	-----------------------------------	-----------------------------------

Cornice Style:

<input type="checkbox"/> Curved	<input type="checkbox"/> Traditional	<input type="checkbox"/> Flat	<input type="checkbox"/> Double Flat
---------------------------------	--------------------------------------	-------------------------------	--------------------------------------

Hinge Style:

<input type="checkbox"/> H1 Chrome Plated Solid Brass	<input type="checkbox"/> H2 Solid Brass	<input type="checkbox"/> H3 Antique Finish Solid Brass
---	---	--

Door Catch Style:

<input type="checkbox"/> Chrome Magnetic Catch	<input type="checkbox"/> Brass Magnetic Catch	<input type="checkbox"/> Antique Brass Magnetic Catch	<input type="checkbox"/> Chrome Roller Catch
<input type="checkbox"/> Brass Roller Catch	<input type="checkbox"/> Antique Brass Roller Catch		

Visible Side Finish Style

<input type="checkbox"/> Flat Finished Side	<input type="checkbox"/> V-Grooves (Tongue and groove effect). Not available on Oak, Maple or Walnut.
---	---

Quantity	Item Code	Description	Hinged right or left	Visible Sides (Left / Right / Both)	Height	Width	Depth	Price	Total

Subtotal:	
Additional per cabinet for drawer and door style (£10 for Door style B or C, or Drawer style 2, £20 for Door style D, or Drawer style 3):	
Additional for Material:	
Delivery £450 (standard):	
Delivery £595 (enhanced):	
Delivery outside normal area (ask for quote):	
Total:	
£350 non-refundable deposit:	
Balance due on delivery:	

Payment Method

I wish to pay by bank transfer. We will contact you with the account details:

I wish to pay by credit card Note: We will call you for card details:

I wish to pay by debit card Note: We will call you for card details:

Other Information

Sketch plan attached for cabinet check:

(Please read the following terms and conditions carefully, and sign off the order on page 6. Thank you.)

Please ensure room dimensions are included

The grid is a large rectangle divided into a 12x12 grid of squares. The top edge has vertical labels: 400mm, 800mm, 1200mm, 1600mm, 2000mm, 2400mm, 2800mm, 3200mm. The right edge has horizontal labels: 400mm, 800mm, 1200mm, 1600mm, 2000mm, 2400mm, 2800mm, 3200mm, 3600mm, 4000mm, 4400mm. The grid is intended for drawing kitchen layouts.

© HMK2006

Terms & Conditions

1. Definitions and interpretation

1.1. The following definitions shall apply to these terms and conditions:

Business Day

a day (other than a Saturday, Sunday or public holiday in England) when the Supplier's office is open for business.

Conditions

the terms and conditions set out in this document.

Contract

the contract between the Supplier and the Customer for the sale and purchase of the Goods in accordance with these Conditions.

Customer

the person or firm who pays the deposit, submits an Order and/or purchases the Goods from the Supplier.

Delivery Location

the specific delivery location chosen by the Customer when placing the Order.

Goods

the goods (or any part of them) set out in the Order.

Order

the final order submitted by the Customer detailing the items and Specification of the Goods to be supplied and purchased in accordance with these Conditions.

Specification

any specification for the Goods, including any related plans and drawings, that is agreed in writing by the Customer and the Supplier.

Supplier

Handmade Kitchens of Christchurch Limited (registered in England and Wales with company number 04937103).

1.2. A reference to writing or written includes email but not fax.

1.3. Any words following the terms including, include, such as or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.

2. Contract

2.1. These Conditions apply to the Contract to the exclusion of any other terms that the Customer seeks to impose or incorporate, or which are implied by law, trade custom, practice or course of dealing.

2.2. The Order constitutes an offer by the Customer to purchase the Goods in accordance with these Conditions. The Customer is responsible for ensuring that the terms of the Order and any applicable Specification submitted by the Customer are complete and accurate.

2.3. The Order shall only be deemed to be accepted when the Supplier issues a written acceptance of the Order.

2.4. The Customer waives any right it might otherwise have to rely on any term endorsed upon, delivered with or contained in any documents of the Customer that are inconsistent with these Conditions.

2.5. Any samples, drawings, descriptive matter or advertising produced by the Supplier and any descriptions or illustrations contained in the Supplier's catalogues, brochures or website are produced for the sole purpose of giving an approximate idea of the goods referred to in them. They shall not form part of the Contract nor have any contractual force.

2.6. A quotation for the Goods given by the Supplier shall not constitute an offer. A quotation shall only be valid for a period of 30 calendar days from its date of issue.

3. Order

3.1. The final order submitted for your sign off will comprise the Order in full. Any proposed changes to the Order must be notified to the Supplier in writing using either a revised order form or a change form. Any changes to the Order shall only be deemed to be accepted on receipt by the Customer of a revised order acknowledgement, which shall be the revised Order. The Supplier will begin building materials and components for the Customer's kitchen approximately 10 weeks in advance of the scheduled delivery date. If the Customer seeks to alter the Order within 10 weeks of the scheduled delivery date, the Supplier reserves the right to:

3.1.1. reschedule the delivery for a later date; and/or

3.1.2. impose additional charges for example, where a cabinet has already been made, the Customer will be charged 100% of the cost of the cabinet and if the materials for the cabinet have already been cut but the cabinet has not been made, the Customer will be charged 50% of the cost of the cabinet.

4. Payments

4.1. The price of the Goods shall be the price set out in the Order or, if no price is quoted, the price set out in the Supplier's published price list in force as at the date of delivery.

4.2. The Customer must pay a £350 non-refundable deposit to secure a manufacturing and delivery slot. The deposit shall be non-refundable except in the circumstances detailed in clauses 7.3 and 7.4 or otherwise at the Supplier's discretion.

4.3. The Customer must pay an additional £650 12 weeks before the scheduled delivery date, which is when the Supplier may begin the design process. The final balance must be paid by the Customer in cleared immediately available funds 4 weeks before the scheduled delivery date.

4.4. Payment of the deposit is deemed as acceptance of these Conditions.

4.5. Invoices are payable by the Customer immediately on presentation unless agreed otherwise in writing with the Supplier.

4.6. Payments can be made by bank transfer, credit card or debit card. No delivery will be made without receipt by the Supplier of payment for the Goods in cleared immediately available funds. If a delivery has to be cancelled because payment was not received in time to clear, a second delivery date must be arranged and the Customer will be charged a second delivery fee.

4.7. If the Customer fails to make a payment due to the Supplier under the Contract by the due date, then the Customer shall pay interest on the overdue sum from the due date until payment of the overdue sum, whether before or after judgment. Interest under this clause will accrue each day at 4% per annum above the Bank of England's base rate from time to time, but at 4% per annum for any period when that base rate is below 0%.

4.8. Please note that for the protection of its employees, the Supplier does not accept cash in its showrooms.

4.9. All amounts due under the Contract shall be paid in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).

4.10. The Supplier may, by giving written notice to the Customer at any time before delivery, increase the price of the Goods to reflect any increase in the cost of the Goods that is due to:

4.10.1. any factor beyond the Supplier's control (including foreign exchange fluctuations, increases in taxes and duties, and increases in labour, materials and other manufacturing costs);

4.10.2. any request by the Customer to change the delivery date(s), quantities or types of Goods ordered or the Specification; or

4.10.3. any delay caused by any instructions of the Customer or failure of the Customer to give the Supplier adequate or accurate information or instructions.

5. Delivery

5.1. Subject to clauses 4.3 and 4.6.4.6, the Supplier shall deliver the Goods to the Delivery Location on the scheduled delivery date and delivery is completed following the unloading of the Goods at the Delivery Location or at the kerbside of the Delivery Location (as the case may be).

5.2. The Supplier offers the following two types of delivery service:

5.2.1. Standard Delivery. This is priced at £450, up to 35 units, to most destinations in mainland England and the frequently asked questions page on the Supplier's website provides a map, which details the areas in England that are eligible for this delivery service. For destinations outside of the standard delivery area, the Supplier will provide the Customer with a quote for the delivery cost. An approximate date for delivery will be given when the Order is acknowledged by the Supplier. Customers using the standard delivery service may not choose the date or time of delivery as the Supplier must control the delivery schedule, while considering the Orders of all its Customers. If the Customer requires the Order to be delivered on a specific date and time, the enhanced delivery service detailed below should be requested. If the Order must be delivered under special circumstances,

for example, because of site restrictions, (i.e. the Supplier's usual truck is too big to access the Customer's property to unload) the Customer will be charged as per the enhanced delivery service below; and

5.2.2.

Enhanced Delivery. This is priced at £595 to most destinations in mainland England and the frequently asked questions page on the Supplier's website provides a map, which details the areas in the United Kingdom that are eligible for this delivery service. For other destinations outside of those identified on the map, a quote will be provided by the Supplier. An approximate delivery date will be given when the Order is acknowledged by the Supplier. The Supplier will contact the Customer to agree a delivery date and an am/pm time slot (subject to availability).

5.3. Smaller items included in the Order such as kitchen cabinets, sinks, taps, etc. will usually be delivered direct from the workshop on or around the same date as delivery of the remainder of the Order.

5.4. It is the Customer's responsibility to advise the Supplier in advance if there are any access limitations (low bridges, narrow lanes, etc.) that may affect the delivery of the Order. Generally, if a refuse lorry can access the Delivery Location, delivery by the Supplier's truck should be possible.

5.5. Due to insurance restrictions, the Supplier will deliver the Order to the ground floor only. If there are steps up or down to the ground floor entrance, the Customer must send a photo to the Supplier to facilitate an assessment of the Delivery Location prior to delivery. If the Customer fails to provide a photo, the Supplier may carry out kerbside delivery only.

5.6. Please note that the Order will be delivered by two people to the ground floor of the Delivery Location. The Customer may wish to help unload the Goods, however the Supplier's insurance does not cover this so if the Customer decides to unload the Goods, it does so at its own risk.

5.7. The Customer is advised that collection from the workshop is not possible and delivery must be arranged using one of the two delivery services detailed in clause 5.2.

5.8. If the Supplier has manufactured furniture for a specific delivery date, which is then subsequently delayed due to building work or other unforeseen complications on the part of the Customer, payment must be made in full on the original due date. The Supplier has limited storage facilities but if there is space available, a charge of £100 per week plus VAT, up to 35 units, will be incurred by the Customer for storage of the Goods. Any outstanding amount due in respect of the storage charge must be paid in full before the rearranged delivery can take place.

5.9. If after 14 calendar days of the delivery date mentioned in clause 5.8 the Customer has not accepted actual delivery of the Goods, the Supplier may resell or otherwise dispose of any part or all of the Goods unless the parties agree to the Supplier's continued storage of the Goods at the Customer's continued expense.

5.10. Any delivery date is given in good faith but it is not of the essence and the Supplier shall not be liable for any delay. Although delays are unusual, the Supplier recommends that the Customer only books tradesmen once the Goods comprised in the Order have been received and checked. The Supplier will not be held responsible or liable for any costs or expenses relating to non-delivery on any particular date.

5.11. The delivery note shall state the type and quantity of the Goods and must be signed by the Customer to acknowledge receipt of the Goods after checking them. If someone will be signing the delivery note on behalf of the Customer, written notice, stating the name of the individual signing the delivery note must be received by the Supplier in advance of the delivery date. By nominating an individual to accept delivery and sign the delivery note, the Customer agrees that the nominated person has the authority to check and sign for the Goods. However, if the Supplier does not receive such notice of nomination, it may assume that whomever signs the delivery note has the requisite authority. The Supplier accepts no liability for any damage, faults, missing items, non-compliance with the Specification or discrepancies that are not reported by the nominated individual or the signatory (as the case may be).

5.12. The vast majority of deliveries carried out by the Supplier are conducted without any problems. Our delivery teams endeavour to find solutions for any delivery problems that do arise. However, certain items (for example, cabinets) are solidly built and can be 2.4m tall and weigh upwards of 40kg. As a result of our experience delivering kitchens across the United Kingdom since 2001, our delivery team will conduct deliveries in accordance with the following rules:

5.12.1. The delivery team are not permitted to:

- a) Remove gates;
- b) Remove doors;
- c) Remove windows; or
- d) Remove fence panels.

5.12.2.

Due to the weight of the cabinets, the delivery teams are not permitted to lift any Goods over gates, over fences, through windows etc.

5.12.3.

Delivery teams are also not permitted to carry any Goods over rough ground or around obstacles (such as over drainage ditches, across temporary planks etc.), which could cause a hazard for two people carrying very heavy cabinets.

5.12.4.

Delivery teams are not permitted to deliver through scaffolding.

5.12.5.

Please note that when delivery is arranged, it is the Customer's responsibility to inform the Supplier if any of the above or any other hazards apply to the Delivery Location. If potential hazards are present, kerbside delivery can be arranged so that the Customer can use its own labour to move the Goods into the property. If the Supplier is not advised in advance and its delivery teams are faced with any of the above or any other unreasonable hazards, they will offer the Customer a choice of either a kerbside delivery or returning the Order to the workshop for a later delivery. However, in the latter case the Supplier reserves the right to apply a further delivery charge to the Order.

6. Damage/Faults

6.1. It is the Customer's responsibility to check all Goods upon delivery, notify the Supplier of any missing Goods and return any damaged or faulty Goods to the Supplier's delivery team. The Supplier

shall not be liable for any damage or shortage after delivery. The Supplier's liability is restricted to supplying missing items and replacing damaged or faulty items, including delivery to the original Delivery Location only, provided such missing, damaged or faulty items are notified to the Supplier on delivery. The Supplier will not be responsible for any third-party costs or consequential losses incurred by the Customer, including contractors' charges.

6.2. Nothing in these Conditions shall be construed as limiting or excluding the Supplier's liability for:

6.2.1.

death or personal injury resulting from negligence;

6.2.2.

any damage or liability incurred by the Customer as a result of fraud; or

6.2.3.

any other liability which may not be excluded by law.

6.3. Except as expressly stated in these Conditions, the Supplier shall not be liable for claims, liabilities, costs, expenses, damages, interest, penalties, legal costs and losses (including but not limited to any direct, indirect or consequential losses, loss of profit, loss of reputation, any depletion of goodwill, loss of anticipated savings, loss of contract or business opportunity), which may be suffered by the Customer in consequence of any Order(s) and/or the Contract between us.

6.4. The terms implied by sections 13 to 15 of the Sale of Goods Act 1979 are, to the fullest extent permitted by law, excluded from the Contract.

7. Force Majeure

7.1. Neither the Supplier nor the Customer shall be in breach of the Contract or otherwise liable for any failure or delay in the performance of its obligations if such delay or failure results from an event, circumstance or cause beyond a party's reasonable control. The time for performance of such obligations shall be extended accordingly. If the period of delay or non-performance continues for three months, the party not affected may terminate the Contract by giving 30 days' written notice to the affected party.

7.2. Both Brexit and the Covid pandemic have affected the supply of components and materials across nearly all industries, resulting in delays and substantial price increases. So far the Supplier has been able to cope with the delays and has absorbed the price increases, which are hoped to be temporary consequences of these events.

7.3. The component and/or material prices may decrease again as suppliers catch up with demand, however in the event that the prices remain at a higher level or continue to increase, the Supplier reserves the right to increase the prices for future orders. It is hoped that this will not be necessary. Prior written notice will be provided to the Customer of any such price increase and if the Customer decides that the increased price is too high, it may, within 14 calendar days of the date of notice of the price increase, cancel without penalty and all payments made by the Customer to the Supplier, in connection with the cancelled Order, will be refunded in full (including the deposit).

7.4. If the Supplier cannot obtain components or materials, it reserves the right to delay or cancel the Order. If the Order is cancelled, the Supplier's liability will be limited to refunding any payments made by the Customer to the Supplier in connection with the cancelled Order.

8. Ownership of Goods

8.1. Title and ownership of the Goods shall not pass to the Customer until the Supplier receives payment in full for the Goods, in cleared immediately available funds.

8.2. The risk in the Goods shall pass to the Customer on completion of delivery in accordance with clause 5.1.

9. Errors and Omissions

Any typographical, clerical, or other error or omission in any sales literature, quotation, price list, acceptance of offer, invoice or other document issued by the Supplier shall be subject to correction without any liability on the part of the Supplier.

10. Tolerance

Every effort is made to ensure that Goods are made to the Specification set out in the Order. However, due to the nature of the materials used, and in common with other suppliers, dimensions may vary by up to +/- 2mm. Wood is a hygroscopic material, which means it will absorb or release moisture depending on the environment it is placed in. It is important to let wood products acclimatise so that they reach their EMC (Equilibrium Moisture Content).

11. Appliances

Please allow sufficient clearances between the cabinets and household appliances in accordance with the appliance manufacturer's instructions.

12. Specification

The Supplier reserves the right to change the Specification of its products from time to time, to facilitate improvements or due to availability.

13. Cancellation

13.1. The Customer may cancel the Order without penalty (save for the £350 non-refundable deposit) up to 63 days before the start of the allocated delivery date. Any cancellation made between 62 and 36 days before the start of the allocated delivery date, will incur a charge of 20% of the deposit. If the Customer decides to cancel the Order within 35 days of the scheduled delivery date, the full Order price will be due.

13.2. The Supplier may cancel the Order immediately by written notice to the Customer if:

13.2.1. the Customer commits a material breach of the Contract and (if such a breach is remediable) fails to remedy that breach within 14 calendar days of the Customer being notified in writing to do so;

13.2.2. the Customer fails to pay any amount due under the Contract on the due date for payment and fails to remedy this failure within 14 calendar days of the Customer being notified in writing to do so;

13.2.3. where applicable, the Customer takes any step or action in connection with its entering administration, provisional liquidation or any

composition or arrangement with its creditors (other than in relation to a solvent restructuring), obtaining a moratorium, being wound up (whether voluntarily or by order of the court, unless for the purpose of a solvent restructuring), having a receiver appointed to any of its assets or declaring bankruptcy;

13.2.4. where applicable, the Customer suspends, threatens to suspend, ceases or threatens to cease to carry on all or a substantial part of its business; or

13.2.5. the Customer's financial position deteriorates so far as to reasonably justify the opinion that its ability to give effect to the terms of the Contract is in jeopardy.

13.3. On cancellation of the Contract for any reason the Customer shall immediately pay to the Supplier all of the Supplier's outstanding unpaid invoices and interest and, in respect of Goods built and/or supplied but for which no invoice has been submitted, the Supplier shall submit an invoice, which shall be payable by the Customer immediately on presentation.

14. Contractors

Any designers, fitters or other contractors suggested by the Supplier are suggested in good faith. The Supplier will not be held responsible for any work carried out or not carried out or any issues or losses arising therefrom.

15. Notice

15.1. Any notice given to a party under or in connection with the Contract shall be in writing and shall be:

15.1.1. delivered by hand or by pre-paid first-class post or other next working day delivery service at its registered office (if a company) or the address notified by that party to the other party (in any other case); or

15.1.2. sent by email to the party's email address.

15.2. Any notice shall be deemed to have been received:

15.2.1. if delivered by hand, at the time the notice is left at the proper address;

15.2.2. if sent by pre-paid first-class post or other next working day delivery service, on the second Business Day after posting; or

15.2.3. if sent by email, at the time of transmission, or, if this time falls outside business hours (being 9.30am – 5.30pm on a Business Day), when business hours resume.

15.3. This clause 15 does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

16. General

16.1. The Supplier may at any time assign, transfer, mortgage, charge,

subcontract, delegate, declare a trust over or deal in any other manner with all or any of its rights or obligations under the Contract.

16.2. The Customer may not assign, transfer, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any or all of its rights or obligations under the Contract without the prior written consent of the Supplier.

16.3. No variation of these Conditions shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

16.4. The Contract does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the Contract.

16.5. The Contract, the Order and the Specification constitute the entire agreement between the parties.

16.6. Each party acknowledges that in entering into the Contract it does not rely on any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in the Contract. Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in the Contract.

17. Governing law and jurisdiction

17.1. The Contract, and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation, shall be governed by and construed in accordance with the law of England and Wales.

17.2. Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with the Contract or its subject matter or formation.

The placing of any order is deemed as acceptance of these Terms and Conditions.

I have read and agree to the terms and conditions above.

Signed:

Print Name:

Date:

We will send you an electronic version that you can sign off online.

If you would prefer you can email a signed and scanned copy to your designer.