

CARACO

Essential Information including Terms and Conditions. May 2020

1. **Consultancy.** We like to take the time to discuss your requirements with you in person at our showroom before you decide to place an order with us. Please call us to arrange a mutually convenient appointment.
2. **Terminology.** The term 'worktop' is used here to mean any form of stone whether natural or man-made for use as a worktop or any other purpose.
3. **Samples.** We have samples of our stone that we are able to show you. However, we only show granite or marble samples on the strict understanding that they are for illustrative purposes only. This is because granite and marble are natural as opposed to manmade materials and each piece is unique, even if the stone is excavated from the same quarry. This means colour, shading, surface texture and veining will vary from piece to piece.
4. **Estimates.** Our estimate is based on the measurements that you have provided us. Please ensure that these are as accurate as possible. The estimate will be adjusted after templating to reflect exact dimensions and any other changes. Due to currency fluctuations, our estimate is valid for 30 days from the date of the estimate.
5. **Assumptions.** In the absence of any specific information, our estimate is based on the following assumptions:
 - the worktop overhang: 20 mm over the doors (30 mm with full bull nose edge detail);
 - the surface will be polished and the edge detail will be arrised (small bevel)
 - upstands 60mm x 20mm with arrised edge;
 - undermounted sinks to have 5 no. straight drainer grooves 350 mm long;
 - undermount cut outs to sink manufacturers specifications. If these are unavailable, then cut out 20 mm smaller overall than the sink;
 - the hob is centralised with the extractor above rather than with the hob base
6. **Ordering.** When you are ready to place your order, please countersign it and return the signed estimate to us together with the deposit.
7. **Templates.** On receipt of your order and deposit, we will arrange a mutually convenient time to visit your home to take precise measurements (i.e. a template) of the area where you want your worktops fitted. Please only arrange this templating visit when you or someone you nominate who is knowledgeable about your requirements (e.g. your builder) ("your representative") is able to be present during the visit.
 - A templating visit can only be carried out at a time when:
 - you or your representative are available to answer any queries and clarify proposed layout etc. during the visit; and
 - all the cabinets are fitted and fixed to the wall with a batten round the wall to support the back edge of the top; and
 - all cabinets are absolutely level; and
 - existing or temporary tops and wall tiles must be removed prior to our visit by your or your kitchen fitter/builder and
 - all appliances and their fitting instructions are available during our visit; and
 - all undermounted sinks should be loose fitted so as to allow slight adjustments when the worktops are installed and should be fully supported and flush with the top of the cabinet. We will seal all such sinks with sanitary grade silicone;

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Please therefore ensure, before the templating visit, that all these matters are attended to.

Some recommendations:

- Some ceramic sinks can be quite bowed. If this is the case, please ensure that no part of the sink is higher than the top of the cabinets as, if this is the case, this may result in scratching to the sink and undue stress on the stone and may increase the risk of the stone top breaking. We cannot take responsibility for any subsequent damage or breaks if our guidance is not followed;
 - Belfast sinks and the like should not support the worktop. A full three-sided support round the sink should be fitted if a separate tap board is used, otherwise two-sided support is sufficient;
 - Some dishwashers require to be screwed to the worktop. We recommend in these cases that such your kitchen fitter should screw the dishwasher to a batten under the top of the worktop, which is also fixed to the adjacent cabinets. This means the dishwasher will be lower by the thickness of the batten. Most integrated dishwashers can accommodate this but please check with your kitchen fitter.
 - Please note that where you require an inset sink or hob to be installed within a stone work top, the cut out should not be closer to any edge than 80 mm. As most inset sinks and hobs require a 490 mm deep cut out, we strongly recommend a worktop of a minimum depth of 650 mm. Anything less deep than this may put undue stress on the stone and will increase the risk of the stone top breaking. We cannot take responsibility for any subsequent breaks if you choose order a worktop which does not follow this guidance.
 - If you need to re-schedule a templating visit, please provide us with as much notice as possible.
8. **Additional charges and extra work.** In the event that we have arranged a templating visit and you (or your representative) are not available and/or the area is not ready for templating (see para. 7 above), you will be charged an extra £120 plus VAT. This additional charge is to reimburse us for the cost of a wasted visit (i.e. time plus travelling costs). If you ask us to do any work extra to the contract this will be undertaken as if it is part of the same contract and all of the terms of the contract shall apply. If we do not agree a fee for the extra work we will charge £41.66 plus VAT per man/hour for labour and travelling time plus materials at normal retail prices.
9. **Order confirmation.** After the templating visit, you will receive a revised order, consisting of a detailed production drawing and revised costings based on our measurements (if these are different from the measurements that you have provided us). You will be asked to confirm your order by checking the details on the drawing, completing a checklist and countersigning it and the drawing and returning the order to us. If we have undertaken templating we accept responsibility for our measurements on our production drawing so you don't need to check those. If you have given us dimensions it is essential that you check the production drawing. (See para 11). Any delay in approving the revised order may delay the installation date as we cannot place an order for the worktops until we have received your approved order form.
10. **Cancellation.** If you decide to cancel the order prior to confirming it but after we have started templating we will refund your deposit less the amount for the templating and any other products and or services we have provided.
11. **Your own measurements.** If you are confident of your measurements, you may ask us to proceed based on these. We will convert your measurements or your templates into a CAD drawing and we will send you the drawing as set out in para. 9 above. We do not accept responsibility for dimensional accuracy for any orders based exclusively on your measurements.
12. **Order.** On receipt of your confirmation of order (see para. 9) we will place your order in production. As the worktops you order from us are made to your specific requirements i.e. they are bespoke, **there are no cancellation rights from this point on.**
13. **Delivery date.** The delivery date is the date that we agree with you to install or deliver or make available for collection the stone tops. The estimated delivery date is normally about three weeks from when you have approved/confirmed your order (see para. 9). Please note that the factory closes in August and over Christmas and New Year and this

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will affect delivery times for orders placed around these times. About a week before the estimated delivery date we will contact you by phone or email as soon as we receive confirmation from the factory that your order has been loaded for transport to the UK. and again once we have received delivery of your order when we will be able to confirm the delivery date and agree an installation date with you.

14. **Risk.** The worktops remain at our risk until they come into the physical possession of either you or a person identified by you to take physical possession of the worktops. Please therefore arrange appropriate insurance for your worktops from the delivery date (see para. 13 above).
15. **Installation** of your worktops can only take place if:
 - temporary tops and any other items discussed during the templating visit are removed by you or your kitchen fitter/builder prior to the installation; and
 - You provide a safe work area with power and access to water for our installers (please ensure that children and pets are excluded from the area);
 - Our installers have uninterrupted access;
 - Any work done by others that may affect our work has been satisfactorily completed;
 - Before the installers leave, you (or your representative) are available to confirm that you are satisfied with the installation.
16. **Payment** of any outstanding balance is due the next working day following installation. Payment may be made by cheque (payable to Hammertons Ltd), direct transfer, debit or credit card. Credit card payments are limited to a maximum of £500 per contract. Our bank details are available on the invoice.
17. **Interest.** If you do not make payment due to us by the due date for payment, we may charge interest to you on the overdue amount at the rate of 1.5% a month]. This interest shall accrue on a daily basis from the due date until the date of actual payment of the overdue amount, whether before or after judgment. You must pay us the interest together with any overdue amount.
18. **Ownership:** you own the worktops once we have received payment in full.
19. **Delays.** We are not responsible for delays outside our control (see para. 22). If the supply of the worktops is delayed by an event outside our control then we will contact you as soon as possible to let you know and we will try to take steps to minimise the effect of the delay. Provided we do this we will not be liable for delays caused by the event.
20. **Alternative.** In the event that we are unable to fulfil your order due to the worktops being out of stock or key personnel/ key materials are unavailable we will contact you as soon as possible to offer an alternative and if a suitable alternative is not available we will end the contract and refund you any deposit you have paid.
21. **Refunds.** In the event that we are unable to fulfil your order if an event outside our control occurs then we will contact you as soon as possible and we will end the contract and refund you any deposit you have paid.
22. **Events outside our control** means any act or event beyond our reasonable control, including without limitation strikes, lock-outs or other industrial action by third parties, transport problems, civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not) or threat or preparation for war, fire, explosion, storm, flood, earthquake, subsidence, epidemic or other natural disaster failure of public or private telecommunications networks, unavailability of the stone or manufacturing problems experienced by the factory supplying us with the stone.
23. **Making good.** Some making good and minor decoration may be required after installing your worktops. We do not normally do this work. This includes for example, mastic between upstands and walls.

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24. **Loss or damage.** Except as set out below, we are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if either it is obvious that it will happen or if, at the time the contract was made, both we and you knew it might happen, for example, if we discussed it during the sales process and it is noted in the contract. We do not exclude or limit in any way our liability to you where it would be unlawful to do so. This includes liability for death or personal injury caused by our negligence or the negligence of our employees or subcontractors; for fraud or fraudulent misrepresentation; or for breach of your legal rights. If we are installing the goods or providing other services in your property, we will make good any damage to your property caused by us while doing so. However, we are not responsible for the cost of repairing any pre-existing faults or damage to your property that we discover while providing the services. And we are not responsible for loss or damage caused by any other person or company that you may engage to supply you with goods and/or services.
25. **Property damage.** We will protect your property from damage by using protective sheets and other suitable means but we ask you to help by removing any items of value from all areas that we may need access to. If we are installing the worktops or providing other services, we will make good any accidental damage to your property caused by us while doing so.
26. **Commercial use.** We only supply worktops for domestic and private use. If you use the worktops for any commercial, business or re-sale purpose we will have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.
27. **Exclusions.** We do not exclude or limit in any way our liability for: death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors; fraud or fraudulent misrepresentation; breach of terms implied by statute; defective products under the Consumer Protection Act 1987.
28. **This Contract** is between you and us. No other person shall have any rights to enforce any of its terms.
29. **Severance.** Each of the paragraphs of these terms and conditions operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.
30. **Waiver.** If we fail to insist that you perform any of your obligations under these terms and conditions, or if we do not enforce our rights against you, or if we delay in doing so, that will not mean that we have waived our rights against you and will not mean that you do not have to comply with those obligations. If we do waive a default by you, we will only do so in writing, and that will not mean that we will automatically waive any later default by you.
31. **English law.** These Terms are governed by English law. By placing an order with you, you and we both agree to submit to the non-exclusive jurisdiction of the English courts.
32. **Guarantee.** Our workmanship and all materials used are guaranteed against defects for one year from the date of delivery. Our guarantee does not cover: Normal wear and tear, staining, damage caused by misuse incorrect maintenance or movement in the supporting structure. Please refer to the guidance on the maintenance page on our website www.caraco.co.uk
33. **Construction Design and Management regulations 2015 (CDM).** Any installation work falls under the CDM regulations. Unless you (the client) appoint others we will assume the role of principal contractor for the work defined in this contract. Separate information is available about your and our responsibilities under CDM <http://www.hse.gov.uk/construction/cdm/2015/domestic-clients.htm>
<http://www.hse.gov.uk/construction/cdm/2015/contractors.htm>
34. **Promotional material.** If you are kind enough to allow us to photograph the finished job we may use those photos in advertisements, a portfolio or on our website. We will always protect your privacy and will never divulge your name or location. If you don't want us to use pictures in this way please tell us.
35. **GDPR Privacy policy.** You recognise that we may use the personal data that you provide to us as set out in Hammertons Ltd's privacy policy which is available here www.caraco.co.uk/cookie-compliance or on request.

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