



# HOME SERVICES TERMS & CONDITIONS KITCHENS

## I. OUR TERMS

**I.1. Application of terms and conditions.** These are our standard terms and conditions that apply to any contract entered into between you and us for orders related to kitchen supply and fitting. These terms and conditions contain Appendices, which set out additional terms relating to the particular order you have placed (refer to the list below). You should read these terms and conditions and the relevant appendix before placing any order.

I.1.1. Kitchen - Plan, Supply & Installation - Appendix A

I.1.2. Kitchen - Plan, Supply Only - Appendix B

I.1.3. Kitchen - Worktops only - Appendix C

I.1.4. Kitchen - Supply only based on customers own measurements or plans - Appendix D

**I.2. Who we will contract with.** Please note that we will only provide products and services under these terms in respect of residential use properties and to persons aged 18 or older who own the property where the products are to be delivered and/or installation carried out.

**I.3. Why you should read these terms.** You should read these terms carefully before you make any order as they provide you with important information, such as, how we provide our services to you, how you can change your order, and what to do if there is a problem.

**Note:** These terms limit our liability, impose obligations on you, and permit us to charge you in certain instances.

## 2. CATALOGUE/ SALES LITERATURE/ ADVERTISEMENTS and PROMOTIONAL OFFERS

**2.1. Illustrations in our catalogue, sales literature, and advertisements.** Any specifications, drawings, dimensions etc, are intended as a guide only. While we take

as much care as possible when preparing them, their contents are not binding upon us in any way. We reserve the right to withdraw ranges and models that have been replaced by improved or amended designs.

## **2.2. Promotional offers.**

- 2.2.1. **Eligibility for promotional offers** is subject to Planning and Acceptance dates as specified within each promotion. In-home appointments are subject to availability within the promotion period.
- 2.2.2. **Only one promotional offer** can be used at any one time and cannot be used in conjunction with any other offer.
- 2.2.3. **Each promotional offer** will also be subject to its own specific terms and conditions which must be read in conjunction with these terms and conditions. The full terms and conditions always take precedence.

## **3. YOUR PLANNING VISIT/VIRTUAL APPOINTMENT**

- 3.1. **This section does not apply to orders for supply of products only.**
- 3.2. **Before your planner arrives.** We will contact you to review a list of what you will need to do. You, or a person over 18, must be present throughout your appointments. The purpose of the planning visit is to assess your requirements, discuss a design, take measurements of your kitchen, and to enable us to provide you with an estimate for consideration.
- 3.3. **Virtual appointment - Planning, supply, and install.** If this is a virtual appointment then an additional check measurement appointment may also be necessary.
- 3.4. **Other works.** If other works to the room in question are being undertaken, we will be able to provide you with a CAD (computer-aided design) design and an appropriate estimate but these may be subject to change and a further measurement appointment may be required
- 3.5. **Basis of your estimates.** Estimates will be based on the cost of products and the installation services required to complete your project.

## **4. YOUR ESTIMATE**

- 4.1. **Your estimate.** We will provide you with an estimate and (where relevant to the order) a CAD drawing. Once you receive your estimate, we reserve the right to re-estimate. We will re-estimate a maximum of three times please be aware that prices are subject to change.
- 4.2. **The price given is valid for 28 days** from the date of the original estimate, after which time, if you have not accepted, prices may change.
- 4.3. **Measurements used for your plan and estimate.** Your plan and estimate will be prepared using either measurements taken by our planner in your home, your own measurements, or your architect's or surveyor's drawings.
  - 4.3.1. **Architects' plans or your own measurements. It is your responsibility to ensure** that you have a site survey undertaken by a

competent tradesperson prior to accepting the estimate. John Lewis cannot be responsible if it subsequently proves that your measurements are incorrect and the kitchen items do not fit. Any costs associated with this clause 4.4.1 shall be borne by you.

4.3.2. Please refer to Clause 6. Changing your estimate.

**4.4. Please review and check any plans, elevations, and perspectives** that are produced for you on our CAD system. It is your responsibility to satisfy yourself that the information given in the final estimate meets your requirements. **Please review and check:**

4.4.1. Kitchen range - colour and finish

4.4.2. Handle and door knob choice

4.4.3. Worktop design including edging, thickness, upstands, finish, and dimensions

4.4.4. Appliance choices ensuring you understand the functionality of each item

4.4.5. Your floor and/or wall tile choices

4.4.6. Your kitchen accessories i.e kitchen tap and sinks

**4.5. CAD drawings** - note that elevations, perspective drawings, and colours are for illustration purposes only

**4.6. Samples.** Please be aware when considering your order, samples should only be used as a guide to the colour, so an exact match to the samples cannot be guaranteed. You won't be able to reject the products, nor claim compensation for variations that fall within the tolerance between the sample and/or description of the products.

**4.7. Please be sure to look at samples before you sign the acceptance form.**

Please be advised that with granite or wood, these are naturally occurring materials and there will always be variations in colour, veining/pitting, and graining between the worktops you receive and the samples or shop-floor displays you have seen. Please refer specifically to Section 5

**4.8. Minor changes to the products.** We may change the product:

(a) to reflect changes in relevant laws and regulatory requirements; and/or

(b) to implement minor technical adjustments and improvements.

These changes will not affect your use of the products and we'll notify you of any changes in writing.

**4.9. Substitution.** We will endeavour to supply all products in line with your estimate, we reserve the right to substitute these where there are;

4.9.1. Availability issues; and or

4.9.2. Discontinuations

In these instances, a suitable alternative will be recommended. Any changes relative to the original cost will be discussed with you, this may mean that additional incremental costs are passed on to you and this will also apply to reductions.

**4.10. Furniture / worktops with components made of wood** Components made of wood or covered with wood veneers will display a variety of natural grain and colour characteristics that are typical of the type of timber chosen, some of which may not

necessarily appear in showroom displays or in photographs of the furniture range. These can include knots, ripples, medullary rays (radial planar structures, perpendicular to the growth rings and radiating lines from the centre), and natural variations of colouration. Please consider this point carefully – we cannot supply specially matched components.

- 4.11. Extraction/ventilation.** You should also be aware that if furniture items are to be installed then these will deteriorate through prolonged periods of exposure to high levels of condensation. Therefore we would strongly advise that a suitable extractor fan is installed to ensure adequate ventilation is maintained. Failure to do this may invalidate your guarantee.
- 4.12. Worktop Templating -** Although we make every effort to ensure that you have an accurate estimate, the planner will have made certain assumptions during the initial visit. Our specialist worktop installers will carry out a templating visit and certain tasks or requirements may only become apparent after this visit. Where this is the case, we will let you know the cost of any necessary additional work, or if there will be extra charges required due to access or size of the installation that the planner may have missed. We will submit a revised estimate which will require your signed acceptance within 48 hours from receipt before we can proceed with your order or installation. Please read Section 5 & Term 15.5
- 4.13. Project Risk** When quoting, it may not be possible for us to identify every project risk including, but not limited to, the discovery of asbestos, gases, water damage, pest infestation, building or other structural defects, or other such instances that may cause the installation to vary, halt or stop whilst remedial or additional work is undertaken. In such instances, we may have to alter the work schedule and/or charge more for the installation to be completed. We will always work with you to try to mitigate any additional cost and/or delay and we will always ask you to agree via email to any variation in the costs prior to their commencement.
- 4.14. Electrical / Gas work.** When setting prices for electrical & or gas work, we base them upon the assumption that the existing installation in your home meets current standards and regulations. If our installer finds that this is not the case, we will let you know what the cost is of any additional work needed to comply with current regulations within the kitchen only. We will submit to you a revised estimate for the installation which will require your signed acceptance before we can proceed with your order. The consumer unit for your property is your responsibility, if the installer advises you that this needs to be upgraded then the works need to be taken on privately.
- 4.15. Assumptions.** Although we make every effort to ensure that all work has an accurate estimate, the planner will have made certain assumptions during the initial visit. Our installers will have completed a pre-site survey and this will be to confirm the feasibility of the design. Certain tasks or requirements may only become apparent after the pre-site survey and/or when your existing installation has been removed. Where this is the case, we will let you know the cost of any necessary additional work. We will submit a revised estimate for the installation which will

require your signed acceptance before we can proceed with your order or installation.

## 5. WORKTOPS / SPLASHBACKS & UPSTANDS

- 5.1. **Natural occurring materials** Should you wish to have a kitchen work surface that is guaranteed to be uniform in its finish and appearance then you should choose a worktop that is NOT derived from a naturally occurring material.
- 5.2. **Granite and Quartz.** Granite and quartz are naturally occurring materials quarried from the ground.
  - 5.2.1. **Colours, hues, and markings** -there will be variations in colour, tone, and veining between the worktops you receive and the samples and shop-floor displays you have seen. Please be aware when considering your order, samples should only be used as a guide to the colour, so an exact match to the samples cannot be guaranteed.
  - 5.2.2. **Surface Pitting** - surface pitting is a natural characteristic of granite and varies from material to material and slab to slab. Pits are due to small empty pockets between the various mineral crystals in the stone, which fill with softer minerals. When granite is cut and polished the soft mineral deposits are removed leaving the appearance of pits on the surface. These pits do not affect the performance of the mineral, they are part of the natural product and cannot be removed. Please be aware when considering your order, samples should only be used as a guide to the surface condition, **pitting may be present in your worktop.**
  - 5.2.3. **Rejection** - you won't be able to reject the products, nor claim compensation for variations between the sample or description of the products, where such variations are due to the fact that you have chosen a worktop that is derived from a naturally occurring material.
- 5.3. **Glass splashback - self-measure - for specific size and style only**
  - 5.3.1. Where you have provided us with your own measurements for your glass splashback. We recommend that these measurements are taken by a competent trade person.
  - 5.3.2. It is your liability to ensure that these measurements are accurate as John Lewis cannot be held responsible if it proves that your measurements are incorrect and the splashback does not fit. Any required replacement will be charged to you.
  - 5.3.3. Glass splashbacks that are not installed by a John Lewis installer are not covered by any warranty.
- 5.4. **If you change your mind - worktops /upstands/splashbacks**
  - 5.4.1. Because our worktops /upstands/splashbacks are manufactured to meet each customer's specific requirements, you cannot change your specification once your order has been placed. Any alteration to your accepted estimate

including those made a templating appointment may result in an additional cost to you. This does not affect your statutory rights.

- 5.4.2.** If you decide to cancel after your order has been placed you will forfeit your deposit.

## **6. CHANGING YOUR ESTIMATE**

### **6.1. Changing your estimate because you have changed the room layout**

If your kitchen structure changes after our planning visit, you must let us know so that we can arrange a second visit if necessary as your estimate may change if there are replacements or alterations to the initial design. You will be responsible for the cost of any replacements or alterations that may be needed or will be incorporated.

### **6.2. Changing your estimate because you have changed your mind**

Because our units and worktops are manufactured to meet each customer's specific requirements, we may not be able to accommodate any changes to your order once it has been placed. Any alteration to your accepted estimate may result in an additional cost to you.

## **7. PROJECT EXECUTION AND HANDOVER (WHERE INSTALL IS PART OF THE CONTRACT)**

- 7.1. A team of skilled installers** will be appointed by us to carry out your installation and project sign-off. If you have any queries please speak to your Case Manager at the John Lewis Contact Centre on 0345 6081070

- 7.2. Timescales & Variations.** Please note that because the period of time needed to install a kitchen varies from home to home, the timescales we provide are a guide only. Installing a kitchen is a complex business and whilst we will try to finish your kitchen during the initial installation period, remedial work may be required which can extend the original completion date. Our installer may have to make return visits to your home if there are supplier delay issues.

- 7.3. Consequential losses.** We do not pay for indirect costs that you may incur should an installation be delayed because of an action or omission of ours.

## **8. ACCEPTING YOUR FINAL ESTIMATE**

### **8.1. Accepting your estimate**

- 8.1.1.** When you are happy to proceed with your chosen products and services included in the estimate, we will provide you with a final estimate.

- 8.1.2.** The price of your final estimate is valid for 14 days from the date of issue.

- 8.1.3.** You can confirm your acceptance by either of the following methods:

- 8.1.3.1.** by email; or

- 8.1.3.2.** in branch - with the relevant paperwork.

- 8.1.4.** Acceptance of this final estimate will form your order with us.

- 8.1.5.** Any changes post final acceptance will be chargeable at the current price of when a change is made

- 8.2. **Scope of Works** - As part of this final estimate you are signing up to a scope of works which may include both product and services, any change to this scope may incur additional costs payable by you.
- 8.3. **You will need to pay a 20% non-refundable deposit** upon signed acceptance, thereby placing an order for our services. The remaining balance will be payable in full two weeks prior to the scheduled delivery date.
- 8.4. **All prices are inclusive of VAT**, but could be subject to change if the rate changes.

## 9. OUR CONTRACT WITH YOU

- 9.1. **Your order.** Once you have placed an order for our services in accordance with section 8 above, a contract will be made between you and us.  
At this time both parties will be bound to these terms and conditions.
- 9.2. **Payment Options**  
We offer a number of payment options to suit your needs, these include:
  - (a) Debit or credit card.
  - (b) Bankers Automated Clearing Services (BACS)
  - (c) Partnership card <https://www.johnlewisfinance.com/partnership-card.html>
  - (d) John Lewis Finance options
- 9.3. **Your Order**
  - 9.3.1. **Placing your order.** Once you have paid your deposit for your project we'll place an order for the products subject to the product's availability and, where your order includes installation, we will arrange with you to book an installation according to installer availability.
  - 9.3.2. **Once we have placed orders** for the products for your project we are unable to make any amendments free of charge
  - 9.3.3. Any additions to your order will be charged at the then current price
- 9.4. **Cancelling your order.**
  - 9.4.1. **If you decide to cancel after your order has been placed** you will forfeit your deposit.
  - 9.4.2. **If you decide to cancel the installation service once the installation date has been agreed**, you will be liable for a charge equal to 50% of the installation service charge.
  - 9.4.3. If we are unable to provide the installation service following a pre-site survey we will contact you to either refund your deposit in full and cancel our agreement or offer your kitchen under a supply-only agreement.

## 10. DELIVERY

- 10.1. **Estimated Date for Delivery** We will do our best to deliver the products for your fitted kitchen on the estimated date. If there is a delay, we will agree a new delivery date with you but we cannot accept liability for any direct or indirect costs (or any other loss) arising from a delay.

- 10.2. Kitchens** - Your appliances, accessories, and worktops may be delivered separately during your installation.
- 10.3. Postponement.** If you postpone your delivery within 10 working days of the agreed delivery date or fail to take delivery on the agreed delivery date, you may be charged a delivery postponement fee of up to £500 per rescheduled/ postponed/ cancelled delivery for goods.
- 10.4. Postponement requiring storage.** If you postpone the delivery date, which results in the products for your project having to be stored at our carriers you will be liable for a storage charge of up to £50 per week.
- 10.5. Storage at your home prior to installation.** Please make sure that all your ordered items including but not limited to kitchen furniture, appliances, worktops/splashbacks, and upstands are properly and safely stored following manufacturers guidelines before installation begins.
- 10.6. Storage conditions.** New kitchen furniture and any associated accessories should not be stored in a damp or freshly plastered space as John Lewis & Partners cannot accept liability for any damage or deterioration to furniture stored under these conditions. These items should be stored indoors. Please ensure you have adequate space to store all products purchased as part of your order.
- 10.7. You agree to take appropriate care** of any materials, parts, and equipment that we bring into your home to use for an installation.

## **11. CHECKING THE GOODS**

- 11.1. Supply Only or Plan & Supply** - When you receive the goods you are responsible for checking faulty, damaged, or missing items and report any issues to John Lewis within 5 calendar days of delivery and before the item or items are fitted. Failure to do so may result in you having to pay for replacements.
- 11.2. Supply & Installation** - the goods will be checked by the John Lewis installation team and any faulty, damaged, or missing items will be reported to us by the team.

## **12. HEALTH AND SAFETY**

- 12.1. You must provide a safe working environment for installation.** This includes but is not limited to providing safe access to the area of the installation for any of our employees, agents and subcontractors, and other persons carrying out the installation. We will not be liable for any delay in installation where this is caused by an unsafe working environment that you have provided. You are not responsible for any actions by our employees, agents, or subcontractors that adversely affect the safe working environment and nothing in this contract limits our responsibility with regard to the health and safety of our employees.
- 12.2. It is your responsibility to provide welfare facilities** including access to a toilet for the installation team or a portable toilet if required.

## **13. WHAT HAPPENS BEFORE YOUR INSTALLATION (WHERE INSTALL IS PART OF THE CONTRACT)**



- 13.1. When scheduling your installation** we will consult with you and book a date in line with installer availability.
- 13.2. Rescheduling your Installation.** Our installers are booked several weeks ahead of your scheduled installation so if you wish to reschedule please call us on 0345 608 1070 at least four weeks before your scheduled installation date. If you wish to reschedule less than four weeks before your installation we may charge an administration fee in accordance with these terms and conditions, see term 21. You may also be charged a commensurate cost of storage for your products in line with terms 10.3/10.4
- 13.3. Before your installation** We will contact you to give you details of the installation schedule, which will include dates regarding delivery of your ordered goods and we will review with you a list of what you will need to do before the commencement of your installation. This includes moving objects out of the area of installation, being on time, access to your property etc.
- 13.4. Parking restrictions and vehicle access.** If you haven't already informed us please contact us on 0345 608 1070 to let us know of any parking restrictions or vehicle access challenges. If parking requires permission or additional permits, you will need to arrange this ahead of the installation at your own cost. If you don't provide the relevant parking permissions and we're unable to park to access your property, this will result in your installation being delayed.
- 13.5. Restrictions to your property or the installation area.** Please inform us in advance of any restrictions within your property such as no lift access (if a flat) or if building works are in progress, by calling us on 0345 608 1070.
- 13.6. Waste** - if we are removing waste from your installation, you need to provide an area where the waste can be stored and removed which is accessible for our third-party waste company to collect. Please ensure that the installer is aware of the agreed position prior to commencement. We endeavour to include sufficient charges for waste removal within your estimate to dispose of your waste in a sustainable manner. Should you wish for waste to be collected more regularly then an additional charge will be required.
- 13.7. Customer supplied own products for John Lewis Installation**
- 13.7.1. You are responsible for any materials, parts, and equipment that you provide and instruct us to use,** as part of an installation. This means that you are both responsible for the quality of these materials, parts, and equipment and acknowledge that an installation may take longer for us to carry out using them instead of our materials. We reserve the right to pass on any associated costs.
- 13.7.2. Items must be available and on-site for the start of the installation** - should they not be available and we need to return to complete the installation you will be charged a return fee of up to £250 incl VAT per visit.
- 13.7.3. Items supplied by the customer will not be warrantied by John Lewis,** however the installation service will be covered under the two-year workmanship guarantee (see section 23).

13.7.4. **The onus on any future product replacement** where originally customer supplied lies with the customer.

13.8. **Moving & Disposal of disconnected and unplumbed white goods.** Our installers will move disconnected and unplumbed white or electrical goods. Disposal of these items is only included if you have chosen this service as part of your estimate.

13.9. **Excess products including tiles.** You may be left with installation materials at the end of your project. These materials and products are non-returnable and non-refundable and we advise that you store these safely in case you require them in the future

## 14. **GETTING READY FOR YOUR INSTALLATION (WHERE INSTALL IS PART OF THE CONTRACT)**

Please see our kitchen specific terms and conditions in Appendices A-G of these terms and conditions for more information on how to get ready for your installation.

## 15. **ON THE DAY OF YOUR INSTALLATION AND/OR TEMPLATING VISIT**

15.1. **You or a person over 18** must be present each day to allow access to the property.

15.2. **Delegated authority.** If you are not present but a person over 18 is present, our installers will assume that you have delegated authority to that person to provide instructions to them.

15.3. **Work start delays.** We will contact you if there is any anticipated delay to the installers' arrival time.

15.4. **Completing preparation actions.** You must ensure you have completed all actions advised when the installation was scheduled before the installation commences.

15.5. **Templating Visit.** You must be present at the templating visit, you will be required to review and sign off the plans as confirmation of your acceptance. Any additions or changes to the worktop/ glass design or installation service following templating could incur additional charges. If this is the case your case manager will be in touch following the templating visit to discuss these with you.

## 16. **YOUR RESPONSIBILITY TO US**

16.1. **Information provided.** You undertake to us that the information you provide, including when speaking to us or one of our representatives, in written form, either through messaging, email, or orally, is correct.

16.2. **Electricity, gas, and water.** You will provide us with a supply of mains electricity, gas, and water, if necessary. Where facilities are unavailable to do so, then you accept that the cost of providing such facilities will be added to your quotation.

16.3. **Permits/licences & other consents.** While we will assist wherever possible, it is your responsibility to obtain and pay for all permits, licences, and other consents

including, but not limited to, party wall agreements, traffic permits, and building control inspections relating to the work.

- 16.4. House Insurance.** It is your responsibility to confirm with your house insurer that you are suitably covered whilst works are undertaken.
- 16.5. You will not engage John Lewis in any installation that violates** building regulations or other laws, regulations, or any order of a court of relevant jurisdiction.
- 16.6. Neighbours.** It is your responsibility to inform your neighbours and others of any potential impact associated with the execution of your installation and to be the point of communication with your neighbours throughout.
- 16.7. Hazards.** You will inform us about anything that you believe is or may be dangerous or hazardous in your home before any member of our team enters your home, including but not restricted to asbestos.
- 16.8. Delay Costs.** Should there be any delay or any additional cost arising from the use by you of other trade service providers, you will be liable to reimburse us for such delay costs and we will notify you of the amount to be paid and invoice accordingly.
- 16.9. We will not warranty the work** we undertake where any part of the installation for which we are engaged is carried out or interfered with by a third party employed by you or where you or persons not engaged by us carry out any work on the Project.
- 16.10. If your kitchen cabinetry installation is delayed as a result of your failure to prepare** and we need to add additional days, an administration fee may be charged in accordance with these terms and conditions. See Section 21
- 16.11. Cancelling or re-arranging a templating or installation visit for your specialist worktop** If a templating or installation appointment cannot take place due to your own actions or that of a third party instructed by you and is cancelled or changed within 48 hours of the booked appointment you will be liable for an abort fee. This fee can be up to £550 for an aborted fit and £230 for an aborted templating appointment. The abort fee will be charged at the discretion of John Lewis.

## **17. OUR RIGHTS**

- 17.1. Refusal of services.** We reserve the right to refuse your appointment booking or to carry out the services if any customer behaves in an inappropriate, misleading, or abusive manner.
- 17.2. Repeat cancellations.** We reserve the right to refuse services if a customer has repeatedly cancelled appointments (more than twice) without valid reason. We reserve the right to retain payment for services for repeated cancellations.
- 17.3. Failure to re-book your installation.** If we have not heard from you within three months of your failed installation appointment(s), we reserve our right to cancel and refund your order minus any costs incurred for services or products.

## **18. ADDITIONAL RIGHTS AND LIABILITIES**

- 18.1. We provide a service for non-commercial use only** and our liability shall not, in any event, include any losses such as business interruption, lost profits, or lost data.
- 18.2. Suspending a project.** We may, acting reasonably, suspend any installation, at any time, for safety, technical, legal, or operational reasons, to protect you, your home, or the people working on the installation.
- 18.3. Statutory Rights.** Nothing in your contract with us affects your statutory rights. For more information on your statutory rights please contact the Citizens Advice Consumer Service on 03454 040506

## **19. INTELLECTUAL PROPERTY**

Any measurements taken and plans or designs created remain the intellectual property of John Lewis & Partners. These may only be provided to you or to any third party with our prior approval.

## **20. HOW WE MAY USE YOUR PERSONAL INFORMATION**

- 20.1. Please refer to our Privacy Policy which can be found at** <https://www.johnlewis.com/customer-services/shopping-with-us/privacy-notice> for details on how we use your personal information.
- 20.2. Photographs.** With your consent, we may use photos or films taken during your installation for advertising or awareness campaigns on TV, websites, social media sites, or printed products. You may withdraw your consent at any time by contacting the Customer Care Team at [jl.kitchen.remedials@johnlewis.co.uk](mailto:jl.kitchen.remedials@johnlewis.co.uk) or 0345 608 1070 and we will take down and/or stop using photos or films of your installation and ensure that these are securely destroyed.

## **21. ADMINISTRATION FEES**

Any administration fee charged under these terms and conditions will not exceed £150. We will make contact with you to take the charge payment of the administration fee by telephone.

## **22. OTHER IMPORTANT INFORMATION**

- 22.1. We may transfer this contract to someone else.** We may transfer our rights and obligations under these terms and conditions to another organisation. We'll contact you if we plan to do this. If you are unhappy with the transfer you may contact us to end the contract within thirty days of us telling you about it and we will refund you any payments you have made in advance for products not provided.
- 22.2. You need our consent to transfer your rights to someone else.** You are not able to transfer your workmanship guarantee set out in section 23 below.

- 22.3. No other person will have rights under this contract.** This contract is between you and us. No other person shall have any rights to enforce any of its terms.
- 22.4. If a court finds part of this contract illegal,** the rest will continue in force. Each of the sections of these terms and conditions operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining sections will remain in full force and effect.
- 22.5. A delay in enforcing this contract does not prevent enforcement.** For example, if you do not pay an administration charge and we do not chase you but we continue to provide our services, we can still require you to make the payment at a later date.
- 22.6. These terms constitute the entire agreement between us with respect to the subject matter of any contract** and supersede any previous communications or agreements between us.
- 22.7. Laws that apply to this contract.** These terms are governed by English law and you may bring legal proceedings in the English courts. If you live in Scotland you may bring legal action in either the Scottish or English courts. If you live in Northern Ireland you may bring legal proceedings in either Northern Irish or the English courts.

## **23. OUR WORKMANSHIP GUARANTEE**

- 23.1. Our guarantee period for workmanship.** We will guarantee our installation and fit (our workmanship included within our agreed estimate) for twenty-four months (Guarantee Period) from the date we deem your fit is at practical completion (our workmanship guarantee).
- 23.2. How to tell us about problems.** If you have any questions or complaints about your installation, or you are not satisfied with the standard of workmanship, please contact us immediately within the Guarantee Period. You can email our After Sales Customer Care Team at [jl.kitchen.remedials@johnlewis.co.uk](mailto:jl.kitchen.remedials@johnlewis.co.uk) or call 0345 608 1070. Alternatively, please speak to one of our partners in-store.
- 23.3. Our investigations.** Where you have notified us of any issues within the Guarantee Period, we will carry out an investigation. If required, you shall allow one of our Partners, our insurers, or trade professionals to access your property in order to investigate the damage and inspect the works.
- 23.4. Remedial work.** Where our investigations conclude that there is a genuine issue with the workmanship, we'll arrange for remedial works to be carried out (you'll need to allow us access to your property), so that we can fix any issues within an appropriate time period from when you notify us. If resolving the issue isn't possible, we'll refund you the amount you paid for installation that relates to the issue.
- 23.5. Failure to notify us within the Guarantee Period.** You accept that if you fail to notify us within the Guarantee Period we shall not be liable in respect of any defects in workmanship.

- 23.6. Third parties.** Our guarantee cannot be passed to any third parties and can only be claimed by you.
- 23.7. Extended warranty.** A fitted product that has an extended warranty (a warranty which is longer than our workmanship guarantee of twenty-four months), will have a manufacturer warranty and we may charge for the re-installation of a replacement/repaired product. For these products please refer to the manufacturer specific warranty for clarification on inclusions and exclusions of cover.

## **24. PRODUCT DEFECTS**

- 24.1. Notifying us.** If you have any questions regarding the product, or think there is a manufacturing defect you should notify us immediately. You can email our After Sales Customer Care team at [jl.kitchen.remedials@johnlewis.co.uk](mailto:jl.kitchen.remedials@johnlewis.co.uk) or 0345 608 1070. Alternatively, please speak to one of our partners in-store.
- 24.2. Investigation.** Where you have notified us of any issues, we will carry out our own investigations of the alleged defect in the products. You shall grant our Partners, insurers, or trade professionals access to your property for our own investigations.
- 24.3. How we will remedy the manufacturing defect.** If our investigation establishes that there is a manufacturing defect in the products, we'll remedy the manufacturing defect in one of the following ways:
- 24.3.1. if the manufacturing defect arises within thirty days after the fit, we reserve the right (at your option) to either:
- 24.3.1.1. repair, replace, and reinstall the product (to the extent it is possible);
- 24.3.1.2. or provide a refund.
- 24.3.2. if the manufacturing defect arises after thirty days but within six months of the product being fitted, we reserve the right to repair and replace the product; and
- 24.3.3. if the manufacturing defect arises after six months of the product being fitted, you will need to provide visual evidence to prove that this was a manufacturing defect and not the result of misuse, neglect, or fair wear and tear

## **25. WHAT WE WILL BE LIABLE FOR**

- 25.1. We do not exclude or limit in any way 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, agents, or subcontractors; for fraud or fraudulent misrepresentation; for breach of your legal rights in relation to the products, including the right to receive products which are as described and match information we provided to you and any sample seen or examined by you; of satisfactory quality; fit for a particular purpose made known to us; supplied with reasonable skill and care and, where installed by us, correctly installed; and for defective products under the Consumer Protection Act 1987.

**25.2. When we are liable for damage to your property.** You must notify us of any damage to your property within twenty-four hours. Where, upon our inspection, it is found that the damage to your property is caused by us and the damage is so substantial and noticeable (for example, large scrapes and large scuffs on walls, floors, and skirting boards), we will make good that damage

**25.3. When we are not liable for damage to your property/product**

25.3.1. Subject to clause 24.2, we shall not be responsible for any damage or loss suffered or incurred as a result of:

25.3.1.1. damage to the product or damage to your property caused by our installers, and the damage is minor and caused in the ordinary course of business (including, but not limited to, small scrapes and scuffs on walls, floors, and skirting boards), we are not liable and have no obligation to remedy the damage.

25.3.1.2. repairs, modifications, or alterations to a kitchen installation by any persons other than someone engaged by John Lewis in relation to the Project;

25.3.1.3. negligence by any persons other than someone engaged by John Lewis in relation to the kitchen installation.

25.3.1.4. your provision of any materials, parts, or equipment for us to use or fit as part of a kitchen installation.

25.3.1.5. This also applies to any warranties issued by John Lewis for our work

25.3.2. We are also not responsible for the cost of repairing any pre-existing faults or damage to your property that we discover while providing our services.

## **26. WHEN WE WON'T BE LIABLE**

**26.1. What our workmanship and product guarantees will not cover.** Our workmanship guarantee applies where we have fitted your products in accordance with these terms and conditions. The guarantee will not cover the following issues and we will not be held liable:

26.1.1. where the issue was caused by works not included in the fitting services and was therefore not in the control of the installer ;

26.1.2. where the products have not been installed by us or our installers;

26.1.3. where you have failed to comply with our instructions or guidance given by the installer or us in relation to the works, whether such instructions or guidance were provided verbally or in writing.

26.1.4. where products have been subject to misuse or neglect;

26.1.5. where damage has arisen due to normal wear and tear;

- 26.1.6. where the products have been modified or tampered with by anyone other than us, the installer approved by us, or any other third party approved by us;
  - 26.1.7. where damage is caused by circumstances outside our control, including but not limited to severe weather events such as flooding, arising where you have not informed us of any structural defects or anomalies, including sub-flooring which is poor quality, faulty, or unsafe, at the fitting location where the services have been carried out;
  - 26.1.8. where you have not ensured that the installer has clear, safe, and uninterrupted access to the delivery address and the area where the fitting services are to be carried out;
  - 26.1.9. where you have not provided adequate power, lighting, heating, and other necessary facilities for the installer to be able to carry out the fitting services;
  - 26.1.10. where you have not notified us of any changes to the conditions of your property at the time agreed for the provision of the fitting services;
  - 26.1.11. where you have provided your measurements and an error has occurred due to this
  - 26.1.12. any supply-only product reported faulty after installation where the fault could be visible prior to installation. All faulty products should be reported before installation by you or your appointed installer. Associated costs if goods are unchecked before installation will be your responsibility.
- 26.2. We are not responsible for delays outside our control.** If our supply of the products for your appointment is delayed by an event outside our control then we will contact you as soon as possible to let you know and we will take steps to minimise the effect of the delay. Provided we do this we will not be liable for delays caused by the event.
- 26.2.1. Where we determine that delivery is going to be delayed and that delay is excessive then we will contact you to discuss the options available to you.
- 26.3. Loss of earnings.** We will not be liable for any loss you may suffer as a result of the requirement to be present whilst we deliver the products to you and whilst we carry out our services.
- 26.4. Decoration.** Our service doesn't include making good of any décor slightly damaged in any way.

## **27. AFTERCARE**

We will provide you with the manufacturer's recommendations for your products, should you not follow these this may affect your warranty.



## **APPENDIX A: FITTED KITCHENS - PLANNING VISIT, SUPPLY AND INSTALLATION**

These terms and conditions apply as you have requested and ordered products and services relating to the planning visit, supply, and installation of your kitchen project

Please read these in conjunction with conditions 1-27 before you sign the acceptance form supplied with your estimate. If you are unclear about any point, please ask us for clarification. Please note that no modification of these conditions will be recognised by us unless we acknowledge it in writing.

### **01. Kitchen Installation.**

- a. Installing your kitchen** Fitting a kitchen is a building project that will disrupt your routine. The kitchen working area may be unusable for a time. It may be necessary to temporarily disconnect services such as gas, water, and electricity. Fitting a kitchen is a dusty job and our installers will keep your kitchen and agreed working area as tidy as possible. Please ensure to protect the other areas and items within your property from dust during the installation.
- b. Your installation scope.** Please read your project scope, the notes on your plan, and your estimate carefully before you accept them. Any work not specified will not have been included in the estimate. Any additional installation requirements will have to be discussed and paid for separately.
- c. While we try to finish your kitchen during the initial installation period,** remedial work may be required. Our installer may make return visits to your home in order to complete the installation as soon as is practicable.
- d. Removing tiles**
  - i. If we are removing tiles, the walls will be made good for re-tiling purposes only (and on the assumption that the wall plaster is sound and remains attached during removal). The surface will not be suitable for painting or wallpaper decoration. Unless you have chosen to have this service added to your contract.
  - ii. If, during tile removal, we find any re-plastering is needed in order to continue with the installation of your kitchen, we shall let you know what the additional cost is. This is not included in the original installation estimate. We will charge for this as a variation which is payable on receipt. In the unlikely event of extensive re-plastering being required please be aware that this could result in the installation of the units being delayed or postponed.
- e. Excess Products.** You may be left with spare products and or materials at the end of your installation, these items are non-returnable and non-refundable and we advise that you store these safely in case you require them in the future

## 02. If you are buying specialist worktops from John Lewis & Partners

- a. **To ensure a perfect fit**, Corian, granite, glass, and quartz worktops require a template to be taken after the main kitchen units have been fitted. In these cases, we will fit temporary worktops in the sink and cooking area only. Customers must be present to sign off the templating document.
- b. **Cancelling or re-arranging a templating or installation visit for your specialist worktop** If a templating or installation appointment cannot take place due to your own actions or that of a third party instructed by you and is cancelled or changed within 48 hours of the booked appointment you will be liable for an abort fee. This fee can be up to £550 for an aborted fit and £230 for an aborted templating appointment. The abort fee will be charged at the discretion of John Lewis.
- c. **We will return** to remove the temporary worktops and fit the specialist worktops once they have been manufactured. Because this can be a dusty process, we advise you to cover vulnerable items.
- d. **Please note that delivery and installation lead times for specialist worktops** can range from two and six weeks following templating; or longer if your chosen material is in short supply. Of course, we will keep you informed of any delays.

## APPENDIX B: FITTED KITCHEN - PLANNING VISIT AND SUPPLY ONLY

These terms and conditions apply as you have requested and ordered products and services relating to the planning visit and supply-only element of your kitchen project

Please read these in conjunction with conditions 1 -27 and relevant promotional terms and conditions before you sign the acceptance form supplied with your estimate. If you are unclear about any point, please ask us for clarification. Please note that no modification of these conditions will be recognised by us unless we acknowledge it in writing.

### 01. Installation Advice

- a. We understand that you are arranging for the installation of the kitchen, its appliances, and its accessories. We are happy to advise you that your JL kitchen planner will be happy to discuss any aspect of your plan with your installer before installation begins. John Lewis & Partners cannot accept responsibility for subsequent misinterpretation or misunderstanding once installation has started.

### 02. Checking your order

- a. When you receive the goods you are responsible for checking faulty, damaged, or missing items as soon as practicable and report any issues to John Lewis within 5 calendar days of delivery and before the item or items are fitted. Failure to do so may result in you having to pay for replacements.

### 03. Replacement parts

- a. Installing a kitchen can be a complex business and your installer may need to return to your home to finish the work. While we do our best to obtain any extra items as quickly as possible, we cannot be responsible for any parts that need to be replaced or accept any additional fitting costs you may incur. Normally it takes two to six weeks for items to be replaced, depending on the manufacturer.

### 04. Preparing for installation of granite, Corian, quartz, or glass worktops

If you are buying specialist worktops from John Lewis & Partners

- a. **To ensure accurate installation of granite, Corian, quartz, or glass worktops**, a template will be taken after the main kitchen units have been fitted. All existing worktops and any tiles at worktop level will need to be removed in order for accurate measurements to be taken.
- b. **Cancelling or re-arranging a templating or installation visit for your specialist worktop** If a templating or installation appointment cannot take place due to your own actions or that of a third party instructed by you and is cancelled or changed within 48 hours of the booked appointment you will be liable for an abort fee. This fee can be up to £550 for an aborted fit and £230 for an aborted templating appointment. The abort fee will be charged at the discretion of John Lewis.

- c. **It is essential that the base units have been fitted correctly** (i.e. level, aligned, and securely fixed to the walls using battens).
- d. **You will need to ensure that your installer is available to disconnect and reconnect any services** (e.g. gas, water, and electricity) when we return to fit the new worktops.
- e. **Please ensure that the sink and hob are on site and that someone is available to confirm positions of all cut-outs.** Because this can be a dusty process, we advise you to cover items that are vulnerable to dust.
- f. **Please note that delivery and installation lead times** for specialist worktops can range from between two and six weeks following templating or longer if your chosen material is in short supply. We will keep you informed of any possible delays.

#### **05. Preparing for installation of solid wood, laminate, Maia, or Minerva worktops** If

you are buying a non specialist worktops from John Lewis & Partners

- a. These worktops will not require templating as they can be cut to size on-site. However, the jointing method on Maia and Minerva worktops may require a specialist installer to complete this task.
- b. A planning visit may be required if the layout is particularly complex; otherwise, an order can be taken from your own measurements. Please note that we will not carry out a planning visit for laminate worktops.
- c. The worktop plan would need to be fully dimensioned with the exact position of the sink or sink base unit from a fixed point marked on the plan. In this case, John Lewis & Partners cannot accept responsibility if your measurements prove to be incorrect. We would therefore reserve the right to make an additional charge if replacements are required.

## APPENDIX C: FITTED KITCHEN - WORKTOP/SPLASHBACK/UPSTANDS

These terms and conditions apply as you have ordered worktops/upstands and splashbacks.

Information regarding product characteristics is applicable to all work surfaces both supply only and supply and fit

Please read these conditions in conjunction with conditions 1-27 and relevant promotional terms and conditions before you sign the acceptance form supplied with your estimate. If you are unclear about any point, please ask us for clarification. Please note that no modification of these conditions will be recognised by us unless we acknowledge it in writing.

**Should you wish to have a kitchen work surface that is guaranteed to be uniform in its finish and appearance then you should choose a worktop that is NOT derived from a naturally occurring material.**

### **01. Preparing for installation - where you have not paid for a full installation service for your kitchen**

- a. **Existing Units** The estimate does not include removal of existing worktops or disconnection and reconnection of sink, taps, and hobs
- b. **It is your responsibility** to make sure that the existing base units are in a satisfactory condition and have been fitted correctly (i.e. level, aligned, and securely fixed to the walls using battens). If the existing units are found not to be fitted correctly or in a satisfactory condition to receive the new worktops, the installation may have to be postponed and you will be liable for any costs incurred by our contractors as a result of this.

### **02. Templating**

- a. **To ensure accurate installation, granite, Corian, quartz, JL solid surface, and glass worktops** require a template to be taken after the main kitchen units have been fitted. All existing worktops, hobs, sinks, and any tiles at worktop level will need to be removed, as accurate templating cannot be done with these in place. Relevant appliances to be fitted into the work surface will need to be on-site so that they can be accurately templated for and to confirm sizes. There must also be someone available to confirm positions of all cut-outs.
- b. **Following templating** it is the responsibility of your installer to fit a temporary worktop in the sink and cooking area only. We will return to fit the new worktops once they are available. It is your responsibility to ensure that your installer is available to disconnect and reconnect any services (e.g. gas, water, and electricity) when the new worktops are ready to be fitted,
- c. **Cancelling or re-arranging a templating or installation visit for your specialist worktop** If a templating or installation appointment cannot take place

due to your own actions or that of a third party instructed by you and is cancelled or changed within 48 hours of the booked appointment you will be liable for an abort fee. This fee can be up to £550 for an aborted fit and £230 for an aborted templating appointment. The abort fee will be charged at the discretion of John Lewis.

- d. **Because the fitting can be a dusty process**, we advise you to cover vulnerable items. Please note that delivery and installation lead times for specialist worktops can range from two to six weeks following templating; or longer if your chosen material is in short supply. We will of course keep you informed of any delays.
- e. **If you are ordering solid wood, laminate, or Maia/Minerva worktops**
  - i. These worktops will not require templating as they can be cut to size on-site. However, the jointing method on Maia/Minerva worktops may require a specialist installer to complete this task.
  - ii. A planning visit may be required if the layout is particularly complex; otherwise, an order can be taken from your own measurements. Please note that we will not carry out a planning visit for laminate worktops.
  - iii. The worktop plan would need to be fully dimensioned with the exact position of the sink or sink base unit from a fixed point marked on the plan. In this case, John Lewis cannot accept responsibility if your measurements prove to be incorrect. We would therefore reserve the right to make an additional charge if replacements are required.

### **03. Delivery**

We will do our best to ensure that the agreed date of delivery of your specialist worktop is kept. If there is a delay, we will agree to a new delivery and installation date with you but we cannot accept liability for any direct or indirect loss arising from a delay.

## **APPENDIX D - FITTED KITCHENS SUPPLY-ONLY - BASED ON CUSTOMER'S OWN MEASUREMENTS OR PLANS**

These terms and conditions apply if you have ordered a kitchen (supply-only) where you have provided the measurements and/or plans

Please read these conditions in conjunction with conditions 1-27 before you sign the acceptance form supplied with your estimate. If you are unclear about any point, please ask us for clarification. Please note that no modification of these conditions will be recognised by us unless we acknowledge it in writing.

### **01. Measurements used for your plan and estimate**

- a. Your plan and estimate have been prepared using either your own measurements or your architect's or surveyor's drawings. Please note that in the case of architect's plans, we reserve the right for the estimate to be subject to a check measure once the room has been completed and the walls plastered. The order may not be placed until after the site survey and a revised estimate submitted if required.
- b. If the estimate is based on an existing room, please satisfy yourself that the units to be supplied will fit in the space measured, as John Lewis cannot be responsible if it proves that your measurements are incorrect and the kitchen units do not fit.
- c. We recommend that these measurements are taken by a competent trade person.
- d. **Your Liability** - Should you decide to place your order using your own measurements without the benefit of a check measure, or to order prior to the completion of the room, then it is your liability to ensure that the measurements you provide are accurate. John Lewis cannot be held responsible for measurements that are incorrect and as a result, the kitchen does not fit. Any required replacement or addition will be charged to you.

### **02. Glass splashback - self-measure - for specific size and style only**

- a. You have provided us with your own measurements for your glass splashback. We recommend that these measurements are taken by a competent trade person.
- b. It is your liability to ensure that these measurements are accurate as John Lewis cannot be held responsible for measurements that are incorrect and as a result, the splashback does not fit. Any required replacement will be charged to you.

### **03. Preparing for installation**

- a. **If you are buying specialist granite, quartz, Corian, glass worktops from John Lewis**
  - i. To ensure accurate installation, granite, quartz, Corian, and glass worktops require a template to be taken after the main kitchen units have been fitted. All existing worktops and any tiles at worktop level will need to be removed in order for accurate measurements to be taken.

- ii. Cancelling or re-arranging a templating or installation visit for your specialist worktop - If a templating or installation appointment cannot take place due to your own actions and is cancelled within 48 hours of the booked appointment you will be liable for an abort fee.
- iii. It is essential that the base units have been fitted correctly (i.e. level, aligned, and securely fixed to the walls using battens).
- iv. You will need to ensure that your installer is available to disconnect and reconnect any services (e.g. gas, water, and electricity) when we return to fit the new worktops. Please ensure that the sink and hob are on site and that someone is available to confirm positions of all cut-outs. Because this can be a dusty process, we advise you to cover items that are vulnerable to dust.
- v. Please note that delivery and installation lead times for specialist worktops can range from between two and six weeks following templating or longer if your chosen material is in short supply. We will keep you informed of any possible delays.

**b. If you are buying specialist solid wood, laminate, Maia, or Minerva worktops or splashbacks from John Lewis**

- i. These worktops/splashbacks will not require templating as they can be cut to size on-site. However, the jointing method on Maia and Minerva worktops may require a specialist installer to complete this task.
- ii. A planning visit may be required if the layout is particularly complex; otherwise, an order can be taken from your own measurements. We recommend that these measurements are taken by a competent trade person.
- iii. Please note that we will not carry out a planning visit for any laminate worktops.
- iv. The worktop plan would need to be fully dimensioned with the exact position of the sink or sink base unit from a fixed point marked on the plan. In this case, John Lewis cannot accept responsibility if your measurements prove to be incorrect. We would therefore reserve the right to make an additional charge if replacements are required.

**04. When you receive the goods**

You are responsible for checking faulty, damaged, or missing items. These must be reported to the John Lewis Customer Care Team, [jl.kitchen.remedials@johnlewis.co.uk](mailto:jl.kitchen.remedials@johnlewis.co.uk) or 0345 608 1070, within 5 days of delivery and before the item or items are fitted. Failure to do so will result in you having to pay for replacements if required.

**05. Installation Advice**

We understand that you are arranging for the installation of the kitchen, its appliances, and its accessories. We are happy to advise you that your JL kitchen planner will be happy to discuss any aspect of your plan with your installer before installation begins. John Lewis



cannot accept responsibility for subsequent misinterpretation or misunderstanding once installation has started.

#### **06. Replacement parts - Supply Only**

Installing a kitchen can be a complex business and your installer may need to return to your home to finish the work. While we do our best to obtain any extra items as quickly as possible, we cannot be responsible for any parts that need to be replaced or accept any additional fitting costs you may incur. Normally it takes two to six weeks for items to be replaced, depending on the manufacturer but we cannot guarantee this as it is indicative only.