



# HOME SERVICES TERMS & CONDITIONS

## KITCHENS

### 1. OUR TERMS

**1.1 Why you should read these terms.** You should read these terms carefully and in their entirety before placing any order. They contain important information regarding how we provide our products (including kitchens, kitchen products and/or kitchen accessories) and services to you, how you can change your order, and what to do if any problems or issues arise.

**1.2 Who are we.** In these terms, when we mention 'John Lewis', 'we,' 'us,' or 'our,' we're referring to John Lewis PLC a company registered in England and Wales, (company number 00233462), and whose registered office is at 1 Drummond Gate, Pimlico, London, SW1V 2QQ. When we say 'you,' or 'your' we are referring to you - the person reading and engaging with these terms.

**1.3 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.

1.3.1 Kitchen – Planning visit, Supply & Installation - Appendix A

1.3.2 Kitchen – Planning visit & Supply Only - Appendix B

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

Note: These terms limit our liability, impose obligations on you, and permit us to charge you in certain instances. It is important that you read them carefully.

## 2. **CATALOGUE/ SALES LITERATURE/ ADVERTISEMENTS**

- 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 discontinued, replaced by improved or amended designs.

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

- 3.1 Before your appointment .** We'll get in touch to go over a few things you'll need to prepare. It is important that the person with the authority to make decisions about the kitchen is present for the entire appointment and that they are over 18 years of age. If that's not you, please make sure the decision maker is present throughout your appointments. The purpose of the in-home 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. Please allow for this appointment to be around 2 hours in length.
- 3.2 Instore / virtual appointment.** Measurements and supporting information can be provided before your appointment. An additional appointment at the relevant property will also be necessary in order for us to check measurements and finalise plans.
- 3.3 Other works.** If other works to the room in question are being undertaken, we may 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 will be required. It is your responsibility to inform us of any changes to the room layout and measurements.
- 3.4 Basis of your estimates.** Estimates are provided based on the current costs of products and installation services necessary to complete your project at the time of the estimate. Please be aware that these costs may be subject to change.
- 3.5 Loss of earnings.** Please be aware that we are unable to offer compensation for any loss of earnings or other potential losses that may arise from your need to be present for appointments. We will not be held responsible for any losses that occur as a result of rescheduling or cancelling appointments. Rest assured, we will make every effort to notify you in advance if there are any changes to your scheduled appointments.

## 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 Price Validity. The price given is valid for 28 days** from the date of the original estimate, after which time, if you have not accepted, the estimated prices may be subject to 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. Measurements provided by you or your third parties will be your responsibility. Should there be any additional costs resulting from inaccuracies in drawings or measurements, these costs shall be borne by you.
- 4.3.1 Plan and supply with installation.** Where you provide your own measurements, we will complete a check measure before you accept the estimate. If this is not possible or you have opted to proceed without a check measure, you are responsible for the sizes provided as outlined in clause 4.3. John Lewis cannot be held responsible for any issues or additional costs that arise if it is later found that the measurements provided were inaccurate or amended, resulting in kitchen items that do not fit as planned.
- 4.3.2 Plan and supply without installation.** If you are working with your own installer it is crucial that you arrange for a site survey to be conducted by a tradesperson who is both qualified and capable of performing a detailed technical survey of a kitchen space. This should be done before you accept the estimate. Where you provide your own measurements, we will complete a check measure before you accept the estimate. If this is not possible or you have opted to proceed without a check measure, you are responsible for sizes provided as outlined in clause 4.3. John Lewis cannot be held responsible for any issues or additional costs that arise if it is later found that the measurements provided were inaccurate or amended, resulting in kitchen items that do not fit as planned.
- 4.4 The reviewing and checking of plans, elevations and perspectives.** We ask that you thoroughly review and check any plans, elevations, and perspectives that we generate for you using 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 splashback or cladding choices;
- 4.4.6 Your kitchen accessories i.e. kitchen tap and sinks; and
- 4.4.7 Any additional elements or features that are part of your kitchen project.
- 4.5 CAD drawings** - note that elevations, perspective drawings, and colours are for illustration purposes only and are not presented to scale.
- 4.6 Samples.** Please be mindful that when placing your order, samples are intended as a guide for colour and an exact match with 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 Natural Stone and wood are natural materials, and as such, variations in colour, veining/pitting, and graining are to be expected. The worktops you receive may differ from the samples or shop-floor displays you have viewed due to these inherent characteristics Please refer specifically to Section 5.
- 4.8 Minor changes to the products.** We may change the product:
- (i) to reflect changes in relevant laws and regulatory requirements; and/or
  - (ii) 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 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. Not doing so is likely to invalidate the guarantees on your products, and furniture items. Please consult with each manufacturer to understand their specific ventilation requirements.
- 4.12 Promotional offers.**
- 4.12.1 Eligibility for promotional offers.** Your 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.
- 4.12.2 Promotional Offer Restrictions.** Only one promotional offer can be used at any one time and cannot be used in conjunction with any other offer.
- 4.12.3 Promotional Offer Terms.** Each promotional offer will be subject to its own specific terms and conditions which must be read in conjunction with these terms and conditions. These standard terms and conditions will always take precedence over any other terms.
- 4.13 Worktop Templating.** - Although we make every effort to ensure that you have an accurate estimate, we may need to make certain assumptions during the initial visit, or any subsequent visits by the planner. Our specialist worktop installers will conduct a templating visit, and it is during or after this visit that certain additional tasks or requirements may become apparent. Should this occur, we will inform you of any necessary extra work and the associated costs, including any additional charges for access or installation complexities that were not identified initially. A revised estimate will be provided, and we will require your signed acceptance and agreement to the additional costs within 48 hours of receipt in order to proceed with your order or installation. Please read Section 5 & Term 15.5
- 4.14 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 structural defects, or other such instances that could affect, delay, vary, halt or stop the installation whilst remedial or additional work is undertaken. For example:
- If, upon removal of the existing kitchen, the plaster on the walls is damaged, replastering may be required before we can proceed with the installation.
  - Should the flooring beneath the existing cabinetry be found to be damp and unsuitable, new floorboards must be installed before the new kitchen can be fitted.
- In instances where additional work is required, the kitchen installer may provide a separate estimate to complete the necessary tasks. This will establish a private agreement directly between you and the installer. Please be aware that John Lewis is not responsible or liable for any private work carried out by the kitchen fitter. Alternatively, you have the option to

engage your own tradesperson to perform the supplementary work. John Lewis is not responsible or liable for any private work carried out by your own tradesperson. John Lewis's commitment is to deliver the services detailed within your signed estimate. While we have confidence in the capabilities of our kitchen fitters to fulfil the services we have expressly agreed with you (as outlined in the signed estimate), any supplementary services they may offer are beyond our scope and are undertaken at your own risk.

- 4.15 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, the kitchen installer may offer a separate estimate for the necessary corrective work. This estimate will establish a private agreement directly between you and the kitchen installer. John Lewis holds no responsibility or liability for any private work undertaken by the kitchen installer. You can also have this supplementary or corrective work undertaken by your own tradesperson, when you choose to do so, John Lewis holds no responsibility or liability for any private work undertaken by your own tradesperson.

For Instance:

- (a) If the consumer unit in your property does not meet current standards and requires an upgrade, this will need to be arranged privately with the installer or another qualified electrician.
- (b) Should your new appliance require a higher power connection than the existing one, and new cabling is needed from your consumer unit to the appliance, this work will also be subject to a private arrangement.

- 4.16 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 to confirm the feasibility of the design. Certain tasks or requirements may only become apparent after the pre-site survey and/or once your existing installation has been removed. Should the supplementary work required be outside the range of our installation services, the kitchen installer may offer you a separate estimate. Accepting this estimate will establish a private contract between you and the installer, for which John Lewis bears no responsibility or liability. While we trust our kitchen fitters to competently perform the agreed-upon services detailed in your signed estimate, please be aware that any extra services they propose are not covered by John Lewis and are accepted at your own risk. You also have the option to hire an independent tradesperson for these additional tasks. In the event of changes to the John Lewis installation, we will provide a revised estimate for your approval. Your signed consent to this updated estimate is required before we can proceed with any alterations to your order or the installation process. Please be aware that if you choose to engage a tradesperson for any

additional work outside of our provided services, this decision and the resulting work are at your own risk.

**4.17 Pre-Site Survey.** Our nominated fitters are all DBS checked and vetted for your peace of mind. Should you require work that extends beyond the standard John Lewis installation, our fitters can provide a private estimate for these additional services during the Pre-Site Survey, should you request it. Please note that you are under no obligation to accept their estimate and are free to arrange for your own tradespeople to carry out any extra work you may need. John Lewis will not replace the nominated fitter assigned to your installation based on any additional work they have estimated for, or work that is not included in the John Lewis installation standard. While we have confidence in our kitchen fitters to competently carry out the services outlined in your signed estimate, it is important to note that any additional services they offer are not included in the John Lewis installation package. Should you choose to accept any such extra services, please understand that they are provided under a separate arrangement directly with the fitter and are entirely at your own risk. John Lewis does not provide warranties or accept liability for any private work undertaken by our kitchen fitters. Similarly, should you opt to employ an independent tradesperson to conduct any work beyond the scope of our services, this engagement is your responsibility, and the work is carried out at your own risk. John Lewis cannot be held liable for the actions or outcomes of services performed by tradespeople which you appoint.

## 5. **WORKTOPS / SPLASHBACKS & UPSTANDS**

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

**5.2 Natural Stone and Quartz.** Natural Stone 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, as an exact match to the samples cannot be guaranteed.

**5.2.2 Surface Pitting** - surface pitting is a natural characteristic of Natural Stone 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 Natural Stone 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 You are responsible for ensuring the accuracy of your measurements. John Lewis cannot be held liable if the measurements provided are found to be incorrect, resulting in a splashback that does not fit. Any costs associated with the replacement of the splashback will be borne by you.

5.3.3 Glass splashbacks that are not installed by a John Lewis installer are not covered by any John Lewis warranty.

### 5.4 **If you change your mind - worktops /upstands/splashbacks**

Because our worktops /upstands/splashbacks are manufactured to meet each customer's specific requirements, you cannot change your specifications once your order has been placed. Any alterations to your accepted estimate, including those requested during a templating appointment, will incur additional charges. This applies to both added services and to any items cancelled after the order has been placed. This does not affect your statutory rights.

5.4.1 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 to reassess your requirements. Please be aware that any such changes could result in adjustments to your estimate, including costs associated with replacements or modifications 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 INSTALLATION IS PART OF THE CONTRACT)

- 7.1 **A team of skilled installers** will be appointed by us to carry out your installation and kitchen project sign-off. Please note that our installers will sign off only on tasks that are explicitly itemised in the estimate we've provided. Should there be any extra work that's not included in your signed estimate—even if carried out by our installers under a separate arrangement with you—such work will not be subject to our inspection, validation, or liability. It remains your responsibility to ensure that any additional work complies with the relevant standards and regulations. 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 installers 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.
- 7.4 **John Lewis Installation Standard.** The installation costs from John Lewis encompass services carried out by rigorously vetted installers, each of whom has been subject to a comprehensive DBS check prior to their appointment. The installation services may include the following, provided they are specified in your estimate:
- (i) **Professional Pre-site Survey:** Before installation, a professional pre-site survey will be conducted to confirm plans, measurements, wall alignment, and requirements for electrical, water, and gas supplies. The pre-site survey not only facilitates the planning of your installation but also offers a chance for you to discuss any private or supplementary work directly with your nominated installer which would be outside the scope of the standard John Lewis installation and contract.
  - (ii) **Removal and waste disposal** of your current kitchen.
  - (iii) **Unit Installation:** Our installers will fit, level, align, and secure all base units, tower units, wall units, and feature units as specified in the project plans.
  - (iv) **Panel and Rail Fitting:** We will fit, scribe, and secure all décor end and filler panels, as well as cut, mitre, and secure all cornice, pelmet rails, plinth, and sealing strips.

- (v) Worktop Preparation and Installation: Worktops to be cut, mitred, and prepared for sink/hob installation, including cutouts and corner bolting. Where specialist worktops form part of the order, temporary work surfaces can be provided and the walls will be battened for support.
- (vi) Appliance and Sink positioning: Fixing of John Lewis supplied appliances, sinks, and taps securely into position.
- (vii) Service charges including, among other things, the protection of rooms and floors during the installation.
- (viii) Installation of appliances to electrical and water feeds.
- (ix) Plumbing additional pipework where necessary.
- (x) Gas works within the room and has the appropriate Gas Safety Record Certification
- (xi) Electrical work within the room - limited to new or repositioned electrical outlets for appliances, cooker points, radial supplies within room, unit and recessed cabinet lighting, patch repair walls to a non-decorative standard and certification.

**7.5 Works outside of the John Lewis Installation Standard.** Any work not included in the above list is considered beyond the scope of the John Lewis installation standard and is considered supplementary. It is important to note that such supplementary works will not be included within our standard installation costs and service offering. Supplementary works include but are not limited to:

- (a) Modifications or alterations to existing plumbing, electrical, and gas systems, where these are not specifically stated in your estimate.
- (b) The undertaking of additional electrical and gas work beyond what is specifically stated in your estimate.
- (c) Appliance Ducting due to the varying and differing requirements to duct appliances.
- (d) Decorative enhancements, including but not limited to painting, tiling, and plastering.
- (e) Additional carpentry or joinery works beyond the agreed scope of services agreed and specified in the estimate.
- (f) Relocation of radiators or similar fixtures.

**Private and supplementary work** You are solely responsible for any works that are supplementary to, or beyond the scope of: (i) the John Lewis installation standard; and/or (ii) the services set out within your order. This includes arranging and managing the execution of such works with an installer of your choice, which may be a John Lewis kitchen installer, or another tradesperson selected by you. John Lewis will not manage, oversee, or assume liability for supplementary works, as they are not covered by our standard installation costs. It is your duty to ensure that all necessary contracts and arrangements are in place for the completion of these works. In the event of any complaints or disputes arising from these

arrangements, you are responsible for raising these directly with your chosen supplier. John Lewis will not be involved in resolving any complaints or disputes that may arise from these external arrangements.

## **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:

- (i) by email containing your FK reference number, version of your estimate and the total agreed price. Your FK reference number can be found on your estimate; or
- (ii) in branch - with the relevant paperwork, which includes your estimate and acceptance form.

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 Refusal of services.** We reserve the right to refuse to proceed with an order prior to its acceptance if fulfilling the order and associated services becomes unfeasible or is no longer viable for John Lewis.

**8.3 Scope of Works** - When you accept a final estimate, you're agreeing to a set scope that covers both products and services. If there are any changes to what's been agreed upon, it could mean extra costs that you'll need to cover.

**8.4 Non-refundable deposit.** 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.

**8.5 VAT.** All prices are inclusive of VAT. Please be aware that prices could change if there is a change to the VAT rate applicable.

## **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:

- (i) Debit or credit card;
- (ii) Bankers Automated Clearing Services (BACS);
- (iii) Partnership card <https://www.johnlewisfinance.com/partnership-card.html> ;
- (iv) 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 **No amendments without charge.** Once we have placed orders with our suppliers for the products required for your project, we are unable to accommodate any amendments or adjustments to your order free of charge.
- 9.3.3 Any additions or adjustments 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, which includes both the supply of the kitchen and the installation services, you will forfeit your deposit.
- 9.4.2 If you decide to cancel the installation service once the installation date has been agreed, in addition to the forfeited deposit, 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 **You or a person over 18** must be present to receive your deliveries. If you, or a person over 18, is not available at the time of delivery, it will be necessary to reschedule, and additional charges for delivery postponement and storage will apply. If you expect to be

unavailable, please notify us in advance and provide the name of the person who will be accepting the delivery on your behalf.

- 10.4 Postponement.** If you postpone your delivery within 10 working days of the agreed delivery date or if you fail to take delivery on the agreed delivery date, you will be charged a delivery postponement fee of £500 for each rescheduled, postponed, or cancelled delivery.
- 10.5 Postponement requiring storage.** If you postpone the delivery date, which results in the products for your kitchen project having to be stored at our carriers you will be liable for a storage charge of up to £100 per week. The maximum length of storage is 5 weeks. This storage charge is in addition to the £500 delivery postponement fee set out in paragraph 10.4 above.
- 10.6 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 any guidelines provided to you by John Lewis and/or the manufacturer before installation begins. Improper storage will void your warranty, and any replacements needed as a result would be at your expense. For instance, wooden and laminate worktops must be stored flat to prevent damage, if they are not any replacements would be charged for.
- 10.7 Storage conditions.** New kitchen furniture and any associated accessories should not be stored in a damp or freshly plastered space as John Lewis 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.
- 10.8 Caring for materials, parts, and equipment.** You agree to take appropriate care of any materials, parts, and equipment that we bring into your home, including, without limitation, those which are to be used for an installation.

## 11. CHECKING THE PRODUCTS

- 11.1 Supply Only or Plan & Supply** - When you receive the products, you are responsible for checking faulty, damaged, or missing items. You must report any issues in relation to such products to John Lewis within 5 calendar days of delivery and in any event before such products are installed, used or fitted. Please provide photographic evidence of any damaged or faulty products. Failure to do so may result in you having to pay for replacements.
- 11.2 Supply & Installation** - the products 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 Facilities.** It is your responsibility to provide welfare facilities including access to a toilet for the installation team. If you wish to provide a portable toilet then you must arrange and purchase this yourself, this is not a service John Lewis can provide or arrange. John Lewis will not be involved in the placement or removal of any portable toilet facilities. You will be responsible for the maintenance of all portable toilet facilities and ensuring their proper function throughout the installation process.

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

- 13.1 Scheduling your installation.** When scheduling your installation, we will work with you to select a date that accommodates both your schedule and the availability of our installers.
- 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 will charge a rescheduled installation fee of £600. You may also be charged a commensurate cost of storage for your products in line with terms 10.4/10.5. Rescheduling your installation will also result in any promotional price being withdrawn if the rescheduled installation falls outside of the promotional fit window.
- 13.3 Rescheduling your installation due to private works.** It is your responsibility to ensure that your room is ready for the installation to be carried out. Any delay relating to the delivery or installation of your kitchen will incur additional charges, depending on the type and length of the delay.
- 13.4 Before your installation** We will contact you to give you details of the installation schedule, which will include dates regarding delivery of your ordered products. During this communication, we will also go over a list of tasks you'll need to complete before the commencement of your installation. These tasks may include moving objects out of the installation area, emptying your kitchen of all items, removing any items from existing cabinets, ensuring timely access to your property, and any other necessary preparations.

- 13.5 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, which may result in additional charges. If the installation is rescheduled, additional costs will apply (see 13.2).
- 13.6 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.
- 13.7 Waste** - If we are tasked with waste removal in respect of your installation, you must designate a safe and accessible area for the temporary storage and subsequent removal of this waste. Such storage space needs to be accessible for our third-party waste company to collect. Please ensure that the installer is aware of the agreed position prior to commencement. We will 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 additional charges will apply.
- 13.8 Customer supplied own products for John Lewis Installation**
- 13.8.1 Your own materials, parts, and equipment.** 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 to you.
- 13.8.2** Please ensure that you provide full details of all products to your planner at least 2 weeks before your installation start date. This is to confirm that these products will not impact the installation plan.
- 13.8.3** Items approved by your planner must be available and on-site for the start of the installation. If these items are not available, resulting in us returning to complete the installation, you will be charged an additional fee of up to £300 incl. VAT per visit.
- 13.8.4 No Warranty.** John Lewis provides no warranty and is not responsible for any items supplied by you, regardless of whether these items have been approved; however, the installation service will be covered under the two-year workmanship guarantee (see section 22).
- 13.8.5 Replacement.** Should there be a need to replace any items which you have provided in the future, the responsibility for sourcing and replacing such items rests exclusively with you.
- 13.9 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. This is a chargeable service.

- 13.10 Excess products** 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 INSTALLATION IS PART OF THE CONTRACT)**

Please see our kitchen specific terms and conditions in Appendices A-D 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 Who must be present.** 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 the required actions listed in the installation checklist prior to the commencement of the installation.

- 15.5 Templating Visit.** You must be present at the templating visit. During this 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 will incur additional charges. 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 estimate.



- 16.3 Permits/licences & other consents.** 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 Compliance with regulations.** 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. You will be the sole 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 Delays.** Should there be any delays in the delivery or installation of your kitchen cabinetry due to inadequate preparation on your part or arising from the use of other trade service providers, you will be liable for any additional costs incurred. This includes costs associated with delivery delays and extended installation time. We will notify you of the incurred costs and invoice you accordingly. It is your responsibility to ensure that the site is adequately prepared and that any other service providers coordinate effectively to avoid such delays and additional expenses.
- 16.9 Third-Party Installers:** If you choose to use third-party installers or tradespeople for this project, it is your responsibility to ensure that appropriate agreements are in place for their engagement in installing any part of your kitchen. Please be aware that any guarantees provided by us may be voided if such third-party installers or tradespeople interfere with, damage, or tamper with the work we have provided.
- 16.10 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. The applicable fees are £550 for an aborted fit and £230 for an aborted templating appointment.

## 17. **OUR RIGHTS**

- 17.1 Refusal of services.** We reserve the right to refuse your appointment booking or to carry out the services if you or anyone present with you engages in behaviour which is inappropriate, misleading, or abusive manner.
- 17.2 Repeat cancellations.** We reserve the right to refuse service to any customer who has repeatedly cancelled appointments (more than twice). In instances of repeated cancellations, we also reserve the right to retain any payments made for services. If work has not commenced, we will retain your deposit as compensation for the cancellations.
- 17.3 Failure to re-book your installation.** Should we not receive communication from you regarding the re-booking of your installation within three months of a failed installation appointment, we reserve the right to cancel your order. If the deposit you have paid does not fully cover all costs we have incurred due to the cancellations, you will be responsible for the difference.

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

- 18.1 Non-Commercial Use.** 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 **0808 223 1133**.

## 19. **INTELLECTUAL PROPERTY**

Any measurements taken and plans or designs created remain the intellectual property of John Lewis. 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 for operational purposes** - We will take photos of your installation throughout the scheduled installation which will be used to manage the installation and show progress. Unless otherwise agreed with you, these photos will only be used internally.

**20.3 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 [kitchensaftercare@johnlewis.co.uk](mailto:kitchensaftercare@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. **OTHER IMPORTANT INFORMATION**

**21.1 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.

**21.2 You need our consent to transfer your rights to someone else.** You are not able to transfer your workmanship guarantee set out in section 22 below.

**21.3 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.

**21.4 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.

**21.5 Enforcement Delay:** Any delay in enforcing the provisions of this contract does not waive our right to enforce them. For instance, if you do not pay an additional charge which is due on time and we do not immediately pursue collection, we retain the right to demand payment while continuing to provide services and can insist on payment at a later date.

**21.6 Service Suspension:** In addition to term 21.5 above, if you fail to make timely payments in respect of additional charges due, we reserve the right to suspend our services until all outstanding payments are received.

**21.7 Entire Agreement.** 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.

**21.8 Laws that apply to this contract.** These terms are governed by English law and you may bring legal proceedings in the English courts.

## **22. OUR WORKMANSHIP GUARANTEE**

**22.1 Guarantee Period:** We take pride in our workmanship and guarantee the installation and fit of your products (as set out within your order) for twenty-four (24) months from the date we deem your fit is at practical completion (Guarantee Period). As part of this guarantee, we will make good any defects in our workmanship. This workmanship guarantee applies only to products which have been installed by us as specified within your order and is subject to the exclusions set out in terms 22.2 and 24 below.

### **22.2 What we will not be liable or responsible for.**

**22.2.1 Third Party Products and Services:** We will not be responsible for:

- (i)** any products or parts provided by third parties, or any damage caused by them;
- (ii)** repairs, modifications, or alterations to a kitchen installation which are not set out within your order;
- (iii)** the negligence of any third parties;
- (iv)** any materials, parts, items, or equipment you have provided to us for use or to fit as part of a kitchen installation, including, without limitation, any damage caused by such materials, parts, items or equipment;
- (v)** any issue caused by works not included in the installation services agreed with you as set out within your order;
- (vi)** any products which have not been installed by us or our installers as part of the agreed services to be provided by us, as set out in your order.

**22.2.2 Your actions or failure to act.** We will not be liable where:

- (i)** you have failed to comply with instructions or guidance given by the installer or us in relation to the works, whether such instructions or guidance was provided verbally or in writing;
- (ii)** products used in the installation have been subject to misuse or neglect;
- (iii)** damage has arisen due to normal wear and tear, or adjustments necessitated by movement over time, such as hinges requiring realignment;
- (iv)** damage is caused due to the failure of, or discoloration of sealants or where there are issues with serviceable items or perishable items that have not been maintained according to the guidance or recommendations provided by us and/or the manufacturer;
- (v)** damage is caused by circumstances outside of our control, including but not limited to acts of God, such as earthquakes, hurricanes, tornadoes, and wildfires; severe weather events, including but not limited to flooding,

storms, and lightning strikes; acts of war, terrorism, or civil unrest; government actions or restrictions; epidemics, pandemics, or widespread health emergencies; and any other unforeseen events;

- (vi) 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;
- (vii) you have not provided adequate power, lighting, heating, and other necessary facilities for the installer to be able to carry out the fitting services;
- (viii) 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;
- (ix) damage has been caused by water ingress as a result of your acts or omissions; and/or
- (x) you have provided incorrect measurements, and an error has occurred due to this.

**22.2.3 Changes in regulations or guidelines** We will not be responsible for changes in regulations or guidelines that occur after the completion of your installation, where the installation was previously completed in compliance with the then-current regulations and guidelines.

**22.2.4 Private work:** We will not be responsible for any private or supplementary work whether it has been carried out by a John Lewis installer or other tradesperson appointed by you.

**22.2.5 Outside the scope:** John Lewis will not be held liable for anything that falls outside the scope of the services set out in your order. It is your responsibility to thoroughly review all documentation provided to you and ensure that you understand the scope of the guarantee provided.

**22.3 Reporting Issues:** If you have any questions or complaints about your installation, or are unsatisfied with the standard of workmanship, we encourage you to contact us as promptly as possible. Please do so by contacting our After Sales Customer Care Team via email at [kitchensaftercare@johnlewis.co.uk](mailto:kitchensaftercare@johnlewis.co.uk) or by calling 0345 608 1070. Alternatively, you can speak to one of our Partners in-store.

**22.4 Investigations:** Upon your prompt notification of any issues, complaints, or dissatisfaction with workmanship, provided such notification is within the Guarantee Period, we will undertake an investigation to assess any reported issues. It is important for us to understand the nature of the problem and its impact on your satisfaction, so please provide as much detail as possible. Additionally, in order to conduct a comprehensive assessment, we may require access to your property for inspection purposes. This may involve one of our Partners, our insurers, or trade professionals visiting your property to evaluate the reported issue.

- 22.5 Remedial Work:** If our investigation confirms a genuine workmanship issue which is covered by the guarantee, we will take the necessary steps to address and rectify the issue. This may involve arranging for remedial works to be carried out.
- 22.6 Failure to Notify:** It is important to note that failure to promptly notify us within the Guarantee Period may affect our liability for any workmanship defects and/or our ability to rectify such workmanship defects. We encourage you to communicate any concerns or issues as soon as they arise, so that we can take appropriate action to address them.
- 22.7 Extended Warranty:** If an integrated product or accessory (such as taps, sinks, etc.) comes with an extended warranty longer than our workmanship guarantee of twenty-four months, it will be subject to the manufacturer's warranty. In these instances, charges may apply for the re-installation of a replacement or repaired product. For further details on coverage, including inclusions and exclusions, please refer to the manufacturer-specific warranty.

## 23. **PRODUCT WARRANTY & DEFECTS**

- 23.1 Product Warranty:** Each kitchen product is accompanied by a product guarantee. The guarantee and guarantee period will vary depending on the specific type of kitchen you purchase. We strongly recommend reviewing the guarantee provided to you to ensure your complete understanding and satisfaction with its terms. The guarantee will include information regarding what is covered under the guarantee and what is not.
- 23.2 Reporting Defects:** If you become aware of or suspect a defect in the products which we have provided to you, we encourage you to contact us as promptly as possible. Please do so by contacting our After Sales Customer Care Team via email at [kitchensaftercare@johnlewis.co.uk](mailto:kitchensaftercare@johnlewis.co.uk) or by calling 0345 608 1070. Alternatively, you can speak to one of our Partners in-store.
- 23.3 Investigations:** Upon your prompt notification of any suspected or alleged defects of a product, provided such notification is within the guarantee period, we will undertake an investigation to assess the suspected or alleged defect. It is important for us to understand the nature of the defect and its impact on your satisfaction, so please provide as much detail as possible. Our team will conduct thorough investigations to assess the alleged or suspected defects in the products. This may involve our Partners, insurers, or trade professionals visiting your property to conduct a comprehensive assessment of the reported issues.
- 23.4 Remedying Defects:** If our investigation confirms a defect or defects in the product and such defect is covered by the guarantee provided in respect of your particular kitchen, we will take the necessary steps to address and rectify the issue in accordance with the terms of the guarantee.

## 24. **EXCLUSIONS & LIMITATIONS OF LIABILITY**

- 24.1 Exclusions:** The guarantees provided apply exclusively to John Lewis supplied kitchens, products, and installations under these terms. Please note that in addition to the exclusions set out below, additional exclusions may be outlined in the guarantee provided for your kitchen or products.
- 24.2 Delays:** We recognise the importance of timely delivery and installation of products. However, we are not liable for delays caused by events outside our control. We will take all necessary steps to minimise the impact of any delays and will communicate with you regarding the options available in such situations.
- 24.3 Damage to Property:** We understand the importance of maintaining the integrity of your property. You must notify us of any damage to your property within twenty-four hours. Upon inspection, if substantial and noticeable damage caused by us is found, we will take the necessary steps to rectify it. Please note that minor scuffs and marks, typical during installation, are not covered. Additionally, our service does not include the repair or restoration of minor decor damage that may occur at any stage of our installation service, from the pre-site survey through to delivery and final installation.
- 24.4 Loss of Earnings:** We will not be responsible for any loss of earnings or for any loss you may suffer as a result of needing to be present during the delivery of products and the provision of our services.
- 24.5 Third Parties:** Any guarantee provided is exclusively for your benefit as the original customer and is not transferable to any third party. This means that the guarantee benefits cannot be passed on to subsequent property owners or other individuals; it remains with you and cannot be claimed by anyone else.
- 24.6 Private Homes:** Our guarantees are provided only to private property and do not extend to any commercial business, including, without limitation, holiday lets, student accommodation or rental properties. It is important to note that if the property is used for commercial purposes, it will not be covered by the guarantees provided.

## 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 not excluding or limiting our liability for death or personal injury caused by our negligence or the negligence of our employees, agents, or subcontractors, for fraud or fraudulent misrepresentation. Nothing in these terms shall limit your statutory consumer rights in relation to the products, including the right to receive products which are as described and match the information we have provided to you; that the products will be of satisfactory quality and fit for a particular purpose made known to us.

26. **AFTERCARE**

We are committed to providing you with the necessary support and guidance to ensure the proper care and maintenance of your products. When supplied by us, we will furnish you with the manufacturer's recommendations for your products, and it is crucial that you adhere to these recommendations to ensure the longevity and performance of your products. Failure to follow these recommendations may impact your warranty coverage



## : FITTED KITCHENS - PLANNING VISIT, SUPPLY AND INSTALLATION

These terms and conditions apply to you, 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 1-26 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.

### 1. Kitchen Installation.

- (i) **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.
- (ii) **Rescheduling your installation due to private works.** It is your responsibility to ensure that your room is ready for the installation to be carried out. Any delay relating to the delivery or installation of your kitchen will incur additional charges depending on the type and length of the delay.
- (iii) **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.
- (iv) **Installation Period.** 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.
- (v) **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). Re-tiling is not included within our standard installation service. The surface will not be suitable for painting or wallpaper decoration.
  - (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. The kitchen installer may provide you with a private estimate for any additional

work required, which would create a separate agreement directly between you and the installer. While we have confidence in our kitchen fitters to competently carry out the services outlined in your signed estimate, it is important to note that any additional services they offer are not included in the John Lewis installation package. Should you choose to accept any such extra services, please understand that they are provided under a separate arrangement directly with the fitter and are entirely at your own risk. John Lewis does not provide warranties or accept liability for any private work undertaken by our kitchen fitters. Similarly, should you opt to employ an independent tradesperson to conduct any work beyond the scope of our services, this engagement is your responsibility, and the work is carried out at your own risk. 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. Should this occur, any resulting delays or storage needs will incur additional charges.

- (vi) **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.

## 2. If you are buying specialist worktops from John Lewis

- (i) **To ensure a perfect fit,** Corian, Natural Stone, glass, quartz and some wooden 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. You must be present to sign off the templating document.
- (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 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 applicable will be £550 for an aborted fit and £230 for an aborted templating appointment.
- (iii) **Removal of temporary worktops.** 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.
- (iv) **Delivery of specialist worktops.** Please note that delivery and installation lead times for specialist worktops can range between two and six weeks following templating. In cases where your selected material is in limited

supply, the wait time may be longer. Of course, we will endeavour to keep you informed of any delays.

## : FITTED KITCHEN - PLANNING VISIT AND SUPPLY ONLY

These terms and conditions apply to you, 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 -26 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.

### 1. Installation Advice

- (i) 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.
- (ii) **Rescheduling your installation due to private works.** It is your responsibility to ensure that you are ready to take delivery of your kitchen. If you are not ready to take delivery of your kitchen or a delivery requires to be rescheduled, additional charges will apply.

### 2. Checking your order

- (i) When you receive the products 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.

### 3. Replacement parts

- (i) 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.

### 4. Preparing for installation of Natural Stone, Corian, quartz, glass and some wooden worktops

If you are buying specialist worktops from John Lewis

- (i) **To ensure accurate installation of Natural Stone, Corian, quartz, ceramic, Solid surface, glass and some wooden 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.
- (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 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. The applicable fee will be £550 for an aborted fit and £230 for an aborted templating appointment.
- (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.
- (v) 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.
- (vi) **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.

## 5. Preparing for installation of some solid wood, laminate, Mariz, Metis or Minerva worktops

If you are buying a non specialist worktops from John Lewis

- (i) These worktops will not require templating as they can be cut to size on-site. However, the jointing method on Metis and Minerva worktops will require a specialist installer to complete this task. Not following the manufacturer's installation guidelines and storage stipulations will invalidate the warranty on the product.
- (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.