



Where to find information about us and our goods

You can find everything you need to know about us, Grand Design Services Lincolnshire Limited, and our goods on our website, or from our sales staff before you order. We also confirm the key information to you in writing before or after you order.

When you buy from us you are agreeing that:

1. We only accept orders when we've checked them.
2. Sometimes we reject orders.
3. When we will charge you.
4. We charge interest on late payments.
5. We pass on increases in VAT.
6. We're not responsible for delays outside our control.
7. Goods can vary slightly from their pictures.
8. You're responsible for making sure your measurements are accurate.
9. You may have a legal right to change your mind.
10. You can end an on-going contract (find out how).
11. You have rights if there is something wrong with your goods.
12. We can change goods and these terms.
13. We can suspend supply (and you have rights if we do).
14. We can withdraw goods.
15. We can end our contract with you.
16. We don't compensate you for all losses caused by us or our goods.
17. You have several options for resolving disputes with us.
18. Other important terms apply to our contract.

Grand Design Services Lincolnshire Limited Registration No: 04734590

Registered Office: Unit 2, Adam Smith

Street, Grimsby, North East Lincolnshire, DN31 1SJ, GBR.

T: 01472 250390

W: <https://granddesignkitchensbedrooms.com/>

E: info@granddesignservices.com



1. We only accept orders when we've checked them

- 1.1. We will attend your premises to perform an initial visit. There is no charge for an initial visit/consultation to assess your requirements and produce a design for your consideration.
 - 1.2. After our initial visit we will produce one free computer aided design, which can be amended once for free. Any subsequent designs and/or changes are subject to additional charges, being:
 - 1.2.1. £25 plus VAT per amended design (colours and layout changes). Payment to be made prior to the work being undertaken.
 - 1.2.2. Technical floor plans are available at a cost of £195 plus VAT. Payment to be made prior to the release of the floor plan.
- Any additional costs in respect of amended designs/release of floor plans will be deducted from the invoice at point of order.
- 1.3. Once your design has been checked and approved by you, we will circulate a quotation. Subject to paragraph 1.4 below, all quotations shall be valid for 28 days from the date of quotation after which prices may be subject to revision.
 - 1.4. Quartz/Dekton quotations are valid for a period of 2 months, at which point our quartz suppliers may update their quotations. Quartz/Dekton dimensions are confirmed/finalised at the templating appointment. Any additional works requested at template (such as added windowsills, drainer grooves, socket cut outs, splashbacks etc will be subject to an additional charge). We request that you are present for the templating appointment, to run through the required specification and ensure that this is accurate and complete.



- 1.5. Once the design has been approved we will perform a free of charge survey at your premises. During the survey all dimensions of the goods will be checked/confirmed (**to be able to survey we require walls and ceiling to be plastered boarded and the floor to be at the finished height – in all areas where measurements are critical). Any additional goods or services requested at survey (such as extra cabinets, mirrors/glazing, servo drives, lift up mechanisms, appliance upgrades, new beading/architrave, additional handles, etc.) will be subject to an additional charge and quotations will be provided/updated to reflect these. Survey fees (where applicable) will be confirmed to you in advance and must be paid prior to the survey taking place.
- 1.6. Any samples, drawings, descriptive matter or advertising issued by us, and any descriptions or illustrations contained in our catalogues or brochures, are issued or published for the sole purpose of giving an approximate idea of the goods and/or services described in them.
- 1.7. Following the survey and approval of the order by us, we will provide you with a final quotation, which will include:
 - 1.7.1. the total price for the goods; and
 - 1.7.2. date that your goods will be installed and when we will perform our installation services (**Fitting Date**).
- 1.8. We shall use all reasonable endeavours to meet any performance dates for the services, including the Fitting Date, but any such dates shall be estimates only and time shall not be of the essence for the performance of the services.
- 1.9. We shall deliver goods to the location set out in our quotation and/or invoice, or such other location as we may agree with you. Any dates quoted for delivery of goods are approximate only, and the time of delivery is not of the essence.

2. Sometimes we reject orders

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Sometimes we reject orders, for example, because a product is unexpectedly out of stock, we are unable to locate raw materials, because you are located outside the our delivery areas, or because the product was mispriced by us. When this happens, we let you know as soon as possible and refund any sums you have paid.

3. When we will charge you

- 3.1. We take payment at regular intervals, as explained to you during the order process and as set out below. You will own any goods you buy once we have received payment for them in full.
- 3.2. Once you place an order with us, you will be sent an invoice for the complete project.
- 3.3. We require 50% of the value of the invoice to be paid at the time of order and prior to any survey, unless we notify you otherwise in writing. The timing of this initial payment is of the essence as this enables us to undertake a detailed survey, confirm your fitting date, confirm your order and take delivery of the raw materials with which to manufacture your goods.
- 3.4. The balance for the remainder of the goods (but not services) shall be paid by you no later than one week before the Fitting Date.
- 3.5. The costs for the services (including fitting and installation of the goods, electrical works, plastering, etc.) shall be:
 - 3.5.1. notified to you following any survey; and
 - 3.5.2. paid on completion of the performance of the services by us.
- 3.6. All invoices must be paid in accordance with the due date on the invoice. In absence of any due date, all invoices must be paid within seven days of the date of the invoice.
- 3.7. Accepted methods of payment are limited to:
 - 3.7.1. bank transfer (preferred);
 - 3.7.2. money in coins or notes; and/or

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3.7.3. cheques.

- 3.8. If you fail to make payment on the due date then it may be necessary to postpone the survey and any future appointments, which would result in the Fitting Date being delayed.
- 3.9. We reserve the right to increase the price of the goods, by giving you notice at any time before delivery, to reflect any increase in the cost of the goods, up to 10% of the value of the goods, to us that is due to:
- 3.9.1. any request by you to change the delivery date(s), quantities or types of goods ordered, or the specification of any goods; or
- 3.9.2. any delay caused by any of your instructions in respect of the goods or failure by you to give us adequate or accurate information or instructions in respect of the goods.
- 3.10. Any cancellation after survey, will incur the costs of the works undertaken up to the point of cancellation, such as survey time, technical CAD works, re-stocking charges of non-stock items/materials, fitters costs, etc. if we are unable to book an alternative fit in.

4. We charge interest on late payments

If we're unable to collect any payment you owe us we charge interest on the overdue amount at the rate of 4% a year above the Bank of England base rate from time to time. This interest accrues on a daily basis from the due date until the date of actual payment of the overdue amount, whether before or after judgment. You pay us the interest together with any overdue amount.

5. We pass on increases in VAT

If the rate of VAT changes between your order date and the date we supply the product, we adjust the rate of VAT that you pay, unless you have already paid in full before the change in the rate of VAT takes effect.

6. We're not responsible for delays outside our control

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If our supply of your product is delayed by an event outside our control, we will contact you as soon as possible to let you know and do what we can to reduce the delay. As long as we do this, we won't compensate you for the delay, but if the delay is likely to be substantial you can contact our Customer Service Team on 01472 250390 to end the contract and receive a refund for any goods you have paid for in advance, but not received.

7. Goods can vary slightly from their description

A product's true colour may not exactly match that shown in our initial reports/surveys or its packaging may be slightly different. Because our goods are bespoke, all sizes, weights, capacities, dimensions and measurements may vary.

8. You're responsible for making sure your measurements are accurate

- 8.1. If we're making or supplying the product to measurements you provide, you are responsible for making sure those measurements are correct.
- 8.2. You must check that the terms of any design, quotation and/or order (including any specifications) are complete and accurate and that you give us any necessary information within a sufficient time to enable us to complete your order.
- 8.3. **We charge you if you don't give us information we need or do preparatory work as agreed with us.** We charge you additional sums if you don't give us information we've asked for about how we can access your property for delivery, installation or to provide services or if you don't do preparatory work for installation, as agreed with us. For example, we might need to re-deliver on another vehicle or with extra manpower, reschedule services or return bespoke designed goods.

9. You may have a legal right to change your mind

- 9.1. **For goods bought by mail order or over the telephone,** you have a legal right to change your mind about your purchase and receive a refund of what you paid for it, including the delivery costs. This is subject to some conditions, as set out below.
- 9.2. **When you can't change your mind.** You can't change your mind about an order for:



- 9.2.1. services, once these have been completed;
- 9.2.2. goods that are made to your specifications or are clearly personalised; and
- 9.2.3. goods which become mixed inseparably with other items after their delivery.
- 9.3. **The deadline for changing your mind.** If you change your mind about a product you must let us know no later than 14 days after:
 - 9.3.1. the day we deliver your product, if it is goods. If the goods are split into several deliveries over different days, the period runs from the day after the last delivery.
 - 9.3.2. the day we confirm we have accepted your order, if it is for a service, for example electrical works or fitting of your kitchen/bedroom.
- 9.4. **How to let us know.** To let us know you want to change your mind, contact our Customer Service Team on 01472 250390.
- 9.5. **You have to return the product at your own cost.** If your product is goods, for example, a fridge freezer, you have to return it to us within 14 days of your telling us you have changed your mind. Returns are at your own cost, unless we offered free returns when you bought the goods. You can:
 - 9.5.1. bring the product (along with any relevant receipt(s) or proof of payment) to our store; or
 - 9.5.2. send the product back to us, using an established delivery service. If you do this you should keep a receipt or other evidence from the delivery service that proves you have sent it and when you sent it. If you don't do this and we don't receive the goods at all or within a reasonable time we won't refund you the price. For help with returns, including our collection arrangements for goods which can't be posted or contact our Customer Service Team.



9.6. **We reduce your refund if you have used or damaged a product.** If you handle the product in a way which would not be acceptable in-store, we reduce your refund, to compensate us for its reduced value. In some cases, because of the way you have treated the product, no refund may be due. Our Customer Service Team can advise you on whether we're likely to reduce your refund.

9.7. **When and how we refund you.** If your product is a service or goods that haven't been performed/delivered or that we're collecting from you, we refund you as soon as possible and within 14 days of you telling us you've changed your mind. If your product is goods that you're sending back to us, we refund you within 14 days of receiving them back from you (or receiving evidence you've sent them to us). We refund you by the method you used for payment. We don't charge a fee for the refund.

10. **You can end an on-going contract (find out how)**

We tell you when and how you can end an on-going contract with us during the order process and we confirm this information to you in writing after we've accepted your order. If you have any questions, please contact our Customer Service Team.

11. **You have rights if there is something wrong with your goods**

11.1. If you think there is something wrong with any goods we have provided, you must either bring it into one of our stores or contact our Customer Service Team on 01472 250390. We honour our legal duty to provide you with goods that are as described to you on our website and that meet all the requirements imposed by law.

We also offer a **lifetime** warranty against manufacturing defects in respect of our goods.

'Lifetime guarantee' is defined as a period of 25 years from the date of installation and applies exclusively to manufacturing defects under normal domestic use.



- 11.2. This warranty does not cover general wear & tear, accidental damage, or issues arising from misuse, improper maintenance or unauthorised modifications. If you require any good re-spraying - we cannot 100% guarantee a perfect colour match (for example, because paint ages over time).

Summary of your key legal rights

If your product is **goods**, for example a fridge freezer, the Consumer Rights Act 2015 says goods must be as described, fit for purpose and of satisfactory quality. During the expected lifespan of your product your legal rights entitle you to the following:

- Up to 30 days: if your goods are faulty, then you can get a refund.
- Up to six months: if your goods can't be repaired or replaced, then you're entitled to a full refund, in most cases.
- Up to six years: if your goods do not last a reasonable length of time you may be entitled to some money back.

If your product is **services**, for example fitting of kitchen units, the Consumer Rights Act 2015 says:

- You can ask us to repeat or fix a service if it's not carried out with reasonable care and skill, or get some money back if we can't fix it.
- If a price hasn't been agreed upfront, what you're asked to pay must be reasonable.
- If a time hasn't been agreed upfront, it must be carried out within a reasonable time.

12. We can change goods and these terms

12.1. Changes we can always make. We can always change a product:

12.1.1. to reflect changes in relevant laws and regulatory requirements;

12.1.2. to make minor technical adjustments and improvements. These are changes that don't affect your use of the product;

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- 12.2. **Changes we can only make if we give you notice and an option to terminate.** We can also make the following types of change to the product or these terms, but if we do so we'll notify you and you can then contact our Customer Service Team to end the contract before the change takes effect and receive a refund for any goods you've paid for in advance, but not received:

12.2.1. increasing the charges relating to the goods, for example due to the cost of materials increasing;

13. We can suspend supply (and you have rights if we do)

- 13.1. We can suspend the supply of any goods. We do this to:

13.1.1. deal with technical problems or make minor technical changes;

13.1.2. update the goods to reflect changes in relevant laws and regulatory requirements; or

13.1.3. make changes to the goods (see We can change goods and these terms).

- 13.2. **We let you know, may adjust the price and may allow you to terminate.** We contact you in advance to tell you we're suspending supply, unless the problem is urgent or an emergency. If we suspend the product we adjust the price so you don't pay for it while it's suspended. If we suspend supply, or tell you we're going to suspend supply, for more than one month you can contact our Customer Service Team to end the contract and we'll refund any sums you've paid in advance for goods you won't receive.

14. We can withdraw goods

We can stop providing a product. We will let you know at least one month in advance and we refund any sums you've paid in advance for goods which won't be provided.

15. We can end our contract with you

- 15.1. We can end our contract with you for a product and claim any compensation due to us (including enforcement costs) if:



15.1.1. you don't make any payment to us when it's due and you still don't make payment within 14 days of our reminding you that payment is due;

15.1.2. you don't, within a reasonable time of us asking for it, provide us with information, cooperation or access that we need to provide our goods and/or services, for example, how to access your premises, measurements or specifications within a timely manner, you do not allow access onto your premises of our employees or other third parties, etc;

15.1.3. you don't, within a reasonable time, either allow us to deliver the product to you or collect it from us.

16. We don't compensate you for all losses caused by us or our goods

16.1. We're responsible for losses you suffer caused by us breaking this contract unless the loss is:

16.1.1. **Unexpected.** It was not obvious that it would happen and nothing you said to us before we accepted your order meant we should have expected it (so, in the law, the loss was unforeseeable).

16.1.2. **Caused by a delaying event outside our control.** As long as we have taken the steps set out in the section We're not responsible for delays outside our control.

16.1.3. **Avoidable.** Something you could have avoided by taking reasonable action.

16.1.4. **A business loss.** It relates to your use of a product for the purposes of your trade, business, craft or profession.

16.2. **Our liability to businesses.** If you're a business, then:

16.2.1. we shall not be liable to you, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of profit, or any indirect or consequential loss arising under or in connection with any contract between us; and



16.2.2. our total liability to you for all other losses arising under or in connection with any contract between us, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall be limited to the total sums paid by you for goods under such contract.

17. You have several options for resolving disputes with us

17.1. **Our complaints policy.** Our Customer Service Team will do their best to resolve any problems you have with us or our goods.

17.2. **You can go to court.** These terms are governed by English law and wherever you live you can bring claims against us in the English courts. If you live in Wales, Scotland or Northern Ireland, you can also bring claims against us in the courts of the country you live in. We can claim against you in the courts of the country you live in.

18. Other important terms apply to our contract

18.1. **Nobody else has any rights under this contract.** This contract is between you and us. Nobody else can enforce it and neither of us will need to ask anybody else to sign-off on ending or changing it.

18.2. **If a court invalidates some of this contract, the rest of it will still apply.** If a court or other authority decides that some of these terms are unlawful, the rest will continue to apply.

18.3. **Even if we delay in enforcing this contract, we can still enforce it later.** We might not immediately chase you for not doing something (like paying) or for doing something you're not allowed to, but that doesn't mean we can't do it later.