

Terms and Conditions of Sale

1. Definitions

- "Company", "we", "us", "our" means Darlun Design Studio.
- "Customer", "you", "your" means the person or business named on the Quotation who purchases Goods and/or Services from us.
- "Goods" means the kitchen, bathroom, and related products, fittings, and materials supplied by us.
- "Services" means design, survey, installation, and related services supplied by us.
- "Quotation" means our written quotation for the Goods and/or Services.
- "Contract" means the agreement formed between us and you incorporating these Terms, as described in clause 3.
- "Order" means the confirmed instruction to proceed following your acceptance of a Quotation.

2. Quotations

2.1 Quotations are valid for 30 days from the date of issue unless otherwise stated, after which prices, specifications, and lead times may be revised.

2.2 Quotations are based on the information, measurements, and specifications available to us at the time. Any variation to specification, layout, or site conditions discovered after acceptance may result in a revised price.

3. Acceptance and Formation of Contract

3.1 A binding Contract is formed on the earlier of:

- the Customer signing the Quotation or an order form; or
- the Customer confirming acceptance in writing (including by email) using words such as **"I agree to proceed"** or other clear written confirmation; or
- payment of the deposit referred to in clause 4.

3.2 Once formed, the Contract incorporates these Terms and Conditions in full, together with the final Quotation issued to the Customer.

A signature or acceptance block is provided at the end of this document for this purpose.

4. Price, Deposit and Payment

4.1 A deposit of 35% of the total Contract value is payable at the point of Order to confirm the Order and allow purchase orders to be raised with suppliers.

4.2 The balance of the Contract price for Goods is due in full once all Goods relating to the Order have arrived and been booked in at our warehouse, and before delivery or installation is arranged, unless otherwise agreed in writing.

4.3 Where the Order includes quartz worktops, the balance payable for the quartz worktops is due at the time of booking the laser templating appointment, in advance of templating taking place, and is separate from the balance referred to in clause 4.2. Any extra material requested upon templating (may not be possible) will incur an extra charge, invoiced separately.

4.4 Our preferred payment method is bank transfer, card payments are also accepted on request; this is our required method of payment, and we do not accept payment by cheque. Bank details are provided below; the Customer should verify payment details by phone before transferring funds as a precaution against fraud.

4.5 We reserve the right to suspend delivery, templating, or further work until any overdue sums are paid in full.

Bank Details

Account Name - Grey Slate & Stone Ltd

Sort Code - 20-35-47

Account Number - 93281434

Reference - Order Number or Account Number

5. Purchase Orders and Order Confirmation

5.1 Following receipt of the deposit, we will place purchase orders with our suppliers based on the final, agreed specification.

5.2 Supplier order confirmations are checked against the Customer's specification for product codes, quantities, dimensions, finishes, and price before being accepted. Any discrepancy will be corrected with the supplier, or referred to the Customer where it affects specification, price, or lead time, before the Order proceeds further.

5.3 Estimated delivery dates provided by suppliers are logged and communicated to the Customer as indicative only. They may change due to manufacturing or supply chain factors outside our control.

6. Delivery

6.1 Delivery dates given at any time are estimates only. We will notify the Customer once all Goods for an Order have arrived and been booked in and will arrange a delivery or installation date by agreement.

6.2 The Customer must ensure reasonable access for delivery and, where relevant, that the site is ready to receive the Goods.

6.3 Delivery is undertaken by one driver only. The customer shall ensure that adequate assistance is available to safely unload the goods upon delivery, unless otherwise agreed in writing prior to delivery.

7. Storage Fees

7.1 Where Goods have arrived and are ready for delivery, we will notify the Customer and seek to arrange a delivery date. If the Customer is unable or unwilling to take delivery, or delivery is delayed at the Customer's request or through no fault of ours, the Goods may be held in our warehouse for up to **two (2) weeks** free of charge from the date of that notification.

7.2 If the Goods remain in our warehouse beyond this two-week period, a storage fee of **£50.00 per week (or part week)** will be charged to the Customer, continuing until the Goods are delivered or collected. Storage fees will be invoiced and are payable on the same terms as clause 4.

7.3 We accept no liability for Goods held in storage under this clause beyond our standard duty of care, and reserve the right to require full payment of any outstanding balance and accrued storage fees prior to release of the Goods.

8. Cancellations and Variations

8.1 Once an Order has been confirmed and purchase orders placed with suppliers, cancellation or amendment may not be possible or may incur charges for costs already committed or incurred, including non-refundable supplier costs and any restocking fees.

8.2 Variations requested by the Customer after Order confirmation may result in a revised price and/or delivery date, to be agreed in writing before proceeding.

9. Title and Risk

9.1 Risk in the Goods passes to the Customer on delivery (or from the point storage fees begin to accrue under clause 7, if earlier).

9.2 Title in the Goods does not pass to the Customer until we have received payment in full of all sums due under the Contract.

10. Warranties and Guarantees

10.1 Goods are supplied with the benefit of any manufacturer's warranty applicable to them. Details will be provided with the Goods or on request.

10.2 We warrant that Services will be carried out with reasonable care and skill. This does not affect the Customer's statutory rights.

10.3 Where the Order includes appliances, the Customer is responsible for registering each appliance within the timeframe stated by the manufacturer to validate the manufacturer's warranty.

We recommend registering promptly, as **failure to register within the manufacturer's specified timeframe may affect warranty cover.**

11. Liability

11.1 Nothing in these Terms excludes or limits our liability for death or personal injury caused by negligence, fraud, or any other liability that cannot lawfully be excluded or limited.

11.2 Subject to clause 11.1, our total liability arising out of the Contract shall not exceed the total price paid by the Customer under that Contract.

11.3 We shall not be liable for any delay or failure to perform our obligations resulting from causes beyond our reasonable control, including but not limited to manufacturer delay, supply chain disruption, adverse weather, or events affecting our subcontractors or suppliers.

13. Data Protection

13.1 We will process the Customer's personal data in accordance with our Privacy Policy and applicable data protection law, for the purposes of fulfilling the Contract.

14. Governing Law

14.1 This Contract is governed by the laws of England and Wales, and the parties submit to the exclusive jurisdiction of the courts of England and Wales.

15. Acceptance of Terms

These Terms and Conditions form part of the Contract between the Customer and the Company. Acceptance may be given either by signature below, or by clear written confirmation (for example, an email reply stating, **"I agree to proceed"**, **"I accept these terms"**, or similar wording). Either method constitutes full acceptance of these Terms and Conditions and the accompanying Quotations.

Customer	For and on behalf of Darlun Design Studio
Signed: _____	Signed: _____
Print Name: _____	Print Name: _____
Date: _____	Date: _____