



Simplicity Granite - Standard Terms and Conditions

Simplicity Granite's Standard Terms and Conditions cover all transactions. The purpose is to protect both parties, to encourage fair trade and overcome misunderstandings.

If you have any further questions please call us on 01625 560050 or email us at info@simplicitygranite.com. We are only too happy to help.

Simplicity Granite thank you for your custom.

Quotations given are subject to change. The final price of the goods quoted is based upon the information provided by the customer, and is subject to any changes up to and including templating. Simplicity Granite will inform and discuss with customers any changes to cost that may arise before accepting any order, and proceeding with any work.

No persons within Simplicity Granite shall have authority to enlarge, vary or exclude any of these conditions. Any purported enlargement, variation or exclusion thereof shall be without effect unless specifically agreed to in writing by Simplicity Granite and the customer.

Templating/granite fabrication is not an exact science and slight tolerances in both overhangs and thickness may be observed. Simplicity Granite will endeavour to the best of their ability to keep these tolerances to a minimum, an industry standard 2 - 5mm tolerance is allowed for each measurement.

Templating, installation and completion dates mentioned are approximate only and not of any contractual effect. Simplicity Granite shall not be under any liability to the customer in respect of any failure to deliver or complete on any particular date or dates.

Specific conditions apply to the following and are covered in more detail:

- 1. Templating**
- 2. Fitting**
- 3. Products and Materials installed**
- 4. Confirmation of Orders, Payments and Charges**

1) Templating

We insist that you, or a trusted representative, be present during templating to agree all relevant details such as overhang, joints, and height of splash backs. Advice can also be given at this point with regard to any alterations and/or additional work that would need to be carried out before the new worktops can be fitted.

Unless specified, we reserve the right to use our own judgement regarding all overhangs. In the event that you or a trusted representative is not present we will use our best endeavours to template but take no responsibility whatsoever for any misinterpretations or accept no responsibility if these are later found to be unacceptable.

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You can email changes for review but you may need to approve these in person at our showroom. If this is not possible we can make arrangements for our fitters to re-visit but this will be at an extra cost to you and may delay your fitting date.

In order for us to process and manufacture projects as efficiently and accurately as possible, it is essential the following points are addressed and if needed then carried out prior to us templating on site. Please spare time to review these considerations applying more specifically to kitchen units, fittings, appliances and accessories:

- a) Kitchen Units & Worktops**
- b) Splashbacks, Upstands & Hob Splashbacks**
- c) Gas or Electric Hobs**
- d) Sinks**
- e) Taps**

We apply our professional experience and judgement whilst templating but take no responsibility whatsoever for any misinterpretations if any conditions are not met.

a) Kitchen Units & Worktops

- 1) All surfaces/carcasses to be templated must be complete, flat and level. The final level of the worktops can only be as good as the level of the units supporting them.
- 2) All units that are to have granite fitted to them must be well constructed, fixed together and be fully fitted. This includes end panels or other additions to the main units.
- 3) We accept no liability for problems caused by additions or alterations to the furniture, appliances and accessories after the template stage has taken place.
- 4) Any alterations made by either yourself, kitchen company or fitters after the templates have been made must be amended by you, in person at our showroom. We reserve the right to not accept any alterations given verbally over the phone
- 5) If replacing existing worktops they must be removed before our arrival to make your templates. This allows the carcasses to be viewed, assessed and advice can then be given if any additional work needs to be carried out before the new worktops could be fixed. We can offer removal of worktops as an extra service so please contact us for prices.
- 6) Any units to be fitted directly on top of the worktops must be fitted after the worktops (recommended) or on adjustable wall brackets to give adequate clearance. It is not acceptable to leave a gap and expect to slide the worktops under.
- 7) If any walls around the worktops are to be plastered or altered in any way they must be done either before templating or after fitting the worktops.

b) Splashbacks, Upstands & Hob Splashbacks

- 1) Where splashbacks / upstands are to be fitted we can take no responsibility for the curvature & alignment of the walls. Granite and quartz will not bend therefore there may be gaps behind the splash-backs when fitted. These gaps can easily be filled with painters cork but as we are not painters & decorators we can take no responsibility for filling these gaps.
- 2) Where full height splash backs between worktops and cupboards, or hob splash back between worktops and extractor unit are required, we are unable to make these fit with no gaps. A certain

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amount of tolerance is required to fit these items as to avoid damage to the underside of the cupboard or extractor unit. Tolerance for cupboards is usually around 4-5mm and anything up to 60mm for extractor units with curved glass. This is needed to avoid damage to the glass due to any heat expansion. Too tight a fit may crack the glass. Our fitters will try to keep any gaps at the bare minimum to ensure the best fit possible.

c) Gas or Electric Hobs

- 1) Gas or electric hobs must be disconnected but available on site on both the template date and fitting date. We have neither the tools, skill set or in some cases required qualifications (such as corgi- gas or electrical NIC or other approved governing body) to undertake any plumbing, gas, electrical, plastering or carpentry work. If you do need the services of any of these trades we will happily give you contact numbers of trained professionals that we recommend. We will also co-ordinate our services with them on your behalf.
- 2) Recessed / flush fitting hobs will be charged at an extra rate to a standard hob cut out. The fitter must be given the booklet / cutting sizes that are required for this make and model. This booklet should be in the box with your hob. We will only use the dimensions given in this booklet unless otherwise instructed by you. We will also need to have your flush fitting hob here at our factory when it is due to be fabricated to ensure a perfect fit. Tolerances given by the manufacturer of around 2-3mm for hobs made with glass are common. This is needed to avoid damage to the glass due to any heat expansion. Too tight a fit may crack the glass.
- 3) We do not include fitting / securing of any hob either gas or electric.

d) Sinks

- 1) Belfast/butler sinks must be fixed in position before we can template. When we return to fit your worktops you should make your own arrangements to fix the taps in position as these can be very hard to reach after the granite is fitted. In some cases joints may be needed behind the sink to enable the tap to be fitted if it is impossible to reach it from under the sink unit.
- 2) Under-mounted sinks must be on site at the template stage. If we are templating and fitting your worktops we will fit any stainless steel under-mounted sink at the fitting stage. This will be bonded to the granite / quartz from the underside using either granite resin glue and securing tiles/ blocks or fixing clamps. The choice of method is down to whatever the fitter deems suitable. The bond under the sink should last for many years but there is only a limited 12 month guarantee against any failure of this resin bond. Silicone is used to create a watertight seal from the under sink rim to the granite. We cannot guarantee this seal outside of our limited 12 month guarantee.
- 3) We strongly suggest that a small shelf is attached under any sink / waste disposal unit after fitting to take any excess weight. You would need to speak to your kitchen company/fitter or a local joiner to make & fit this for you.
- 4) If you would like an alternative way for the sinks to be attached to the granite you may provide a sub top on your unit that is cut out to the size of the sink with an 8mm tolerance for the sink to move forward & backwards and side to side. Our fitter (or call our office) will be able to give you more information/ advice on this at the template stage.
- 5) Under-mounted sinks that are heavy such as pot or ceramic sinks cannot be bonded onto the granite in the same way as lighter stainless steel sinks. It is the customers / kitchen supplier/ kitchen fitters responsibility to fix a shelf to mount the sinks on before templates are made.

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e) Taps

- 1) We do not include fitting of the tap/s in your price for either the worktops or template & fitting.
- 2) We are unable to undertake any plumbing work of any kind but we can give you telephone numbers of reputable professional plumbers if needed.
- 3) Any taps must be disconnected but available on site.
- 4) It is your responsibility to give us all the information on unusual taps/ tap hole sizes. If the tap is any different to standard sizes you should have information / booklet that came with the tap. This must be given to the fitter at the template stage.
- 5) If you neglect to tell us of a tap hole that is needed at the template stage this can be cut on site by the fitters when fitting. This process is not without risk and neither Simplicity Granite or our fitters will take responsibility for any damage that occurs. The risk of damage is rare but it can happen if the drill snatches/ snags on the granite. There will also be a charge payable to the fitters for this service. Please speak to your fitter for rates.

2) Fitting:

The customer is to provide free uninterrupted access to floor and surface areas during the execution of work. Simplicity Granite will undertake any business with the greatest care possible to customer properties but it is recommended that the customer remove all kitchen doors before fitting to avoid any possible damage and allow a clear access route to the point of installation. Likewise, if you have installed new floor surfaces we recommend you take adequate precautions to cover and protect these in the areas we will be required to access.

Customers are responsible for removal of old worktops and adequate support for some sinks unless otherwise agreed. If fitters need to carry out extra works on arrival an extra charge may be incurred, these will be discussed with customer prior to any work being undertaken.

95% of all work that would require cutting and polishing would be completed at our factory to minimize dust, dirt and untidiness at the customers house. Some instances of grinding, cutting and polishing the granite / quartz at the customers house are unavoidable. Our fitters will make every effort to keep this to a minimum and clean up after themselves but customers should be prepared for this and instruct the fitters where they are able to complete this work if necessary (ie garage, driveway, patio or back garden).

- 1) If any sink, tap or hob has been reconnected after templating they must be disconnected and removed. We have neither the tools, skill set or in some cases required qualifications (such as corgi-gas or electrical NIC or other approved governing body) to undertake any plumbing, gas, electrical, plastering or carpentry work. If you do need the services of any of these trades we will happily give you contact numbers of trained professionals that we recommend. We will also co-ordinate our services with them on your behalf.
- 2) All electrical, gas and sink fittings to be removed by you or your kitchen fitting company if they interfere in any way with the installation of the new worktops.
- 3) Tiling in areas around the worktops must take place after fixing the worktops.
- 4) In the event of plasterwork or other surface and decor being disturbed during fixing, all making good and subsequent cost to be the clients responsibility.



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- 5) We have neither the tools nor the skills to undertake any plumbing, gas, electrical, plastering or carpentry work.
- 6) Standing on the finished worktops is to be avoided at all costs. If this happened they may either break or become scratched.
- 7) All work surface levels will follow unit levels.

3) Products and Materials installed

Simplicity Granite cannot accept any claims based on the variations apparent in granite as a natural stone. Simplicity Granite does not recommend replacing part of a granite worktop as no two pieces of granite are the same.

All granite products are natural products and are therefore subject to colour variation, natural veining, grain and some light, medium or heavy pitting. As granite is a natural material slabs of granite are not totally flat and granite surfaces are not impervious to damage. It is common to find variation between and within slabs of stone from the same quarry. Simplicity Granite will always use matching slabs for any adjacent pieces of work in order to ensure consistency as far as possible; however, an exact match cannot always be guaranteed due to variations between and within slabs that are used. It is however unlikely that these variations will be clearly visible to the naked eye. The stone used for an install may vary to a degree in appearance and feel from any sample previously provided to the customer.

All thickness quoted for slabs are nominal and no liability is accepted for reasonable variations of whatsoever nature.

- Granite & quartz worktops standard thickness is 30mm (+/- 2mm)
- Granite & quartz splash-backs standard thickness is 20mm (+/- 2mm)

Granite is by its nature a very dense and heavy material and weights in excess of 90 kilos per square metre. We therefore will not provide lengths in excess of 3 metres due to the possibility of damage or failure. Simplicity Granite therefore reserves the right to add joints were they deem necessary based on our industry experience and professional discretion.

Joints connecting pieces of stone are sealed using epoxy or low modular curing silicone sealant. The joints produced generally vary between +/- 2 to 4mm thick, as acceptable to industry standard. This allows for a strong joint whilst still remaining unobtrusive. Whilst Simplicity Granite makes every effort to make the joints as even as possible there may occasionally be a slight lip. This must be accepted as normal for granite worktops. Simplicity Granite will mix the sealing products for the joints to provide, what they consider, the closest matched colour to your stone.

Simplicity Granite can accept no liability for any mark, stains or discolouration on the granite, nor any defect arising from fair wear and tear, wilful damage, negligence, misuse, abnormal working conditions, alteration or repair of the goods. No responsibility will be taken by Simplicity Granite for any cracks or fissures appearing after installation.

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4) Confirmation of Orders, Payments and Charges

To schedule a template appointment a standard deposit of 60% (or 90% on quotes over £5,000) is required from the customer on acceptance of order. Orders accepted by Simplicity Granite may not be cancelled under any circumstances unless agreed in writing by both the customer and Simplicity Granite.

Any changes made after templating are not the responsibility of Simplicity Granite and any extra cost incurred by these changes is the responsibility of the customer. These include (but aren't limited to) changes to worktop plans, dimensions, sinks, taps and hob cut-outs.

Cancellation charges will be incurred if templating works have already been undertaken before the cancellation takes place. Therefore any deposit paid will be refunded less the charges reflecting the costs to the Simplicity Granite for any work already undertaken.

The property of the goods shall not pass to the customer until Simplicity Granite has received full payment. Liability for final payment shall arise on the day of fitting and installation. The remaining final payment is required within 7 days of the installation appointment.

Simplicity Granite reserves the right to charge interest on overdue amounts (whether before or after any judgement) at the rate of 2% above the Bank of England minimum lending rate (or if there is no rate 2% above the Royal Bank of Scotland) ruling on the last date on which payment must be made.