



Terms and Conditions

1 Pre-Installation

- I. As a Creative Homes Scotland customer, you are under no obligation to use the fitters provided by us and you may use your own subcontractor. Any work, which either the fitter provided or any other subcontractor, agrees to out with the terms of your contract with Creative Homes Scotland will be a separate agreement. We therefore accept no liability in respect of any damages which may arise as a result of this work being carried out.
- II. We would ask that if you are happy with all the proposed designs detailed in the plan before proceeding to enter into the agreement with Creative Homes Scotland. If there are any changes which you would like to make to the plans, please ensure this is done before the agreement has been signed.

2 Payment

- I. Until all goods and services have been paid for in full by the customer, they will be deemed as property of Creative Homes Scotland.

3 Customers Responsibilities

Before any proposed plans can be actioned, we would ask;

- I. That all measurements for the proposed fitting have been taken accurately;
- II. That planning permission, if necessary, has been approved;
- III. That the fitter has safe, clear and uninterrupted access to the area in which the installation will take place;
- IV. That the space is provided with adequate lighting, heating, power supply and;
- V. All existing installations have been removed and disposed of prior to the day of delivery and installation by the customer.

4 Installation

- I. We will strive to complete all installations as soon as possible, however time is not of the essence regarding a completion date therefore we will not be liable for any reasonable delays.
- II. If during the installation process, it becomes apart that the walls are incapable of holding the products securely or utility connections are deemed unsafe or of poor quality, we would reserve the right to terminate the process of installation until work can resume again safely.

- III. If our fitters assess the area which is deemed unsafe and arrange with the customer to fix, the total price would be adjusted and added to the final price accordingly.
- IV. We therefore, would not be liable for any damage, loss or expense caused by the fault or inadequate quality of the walls and/or connections.
- V. As the customer of Creative Homes Scotland, you must inform us of any structural defects or abnormalities at the location where the installation is planned to take place.
- VI. We would like to highlight, whilst our fitters will attempt to ensure dust and general disruption is kept to a minimum, you should take reasonable measures to minimise the impact the installation process can potentially have. For example, moving any breakable items and furniture and covering areas with dust sheets where possible.
- VII. Despite our best efforts, minor damages can sometimes be unavoidable and can occur during the installation process, we will therefore not be liable for any redecorating or fixing of items which would be deemed as an unavoidable consequence of having the products installed. We would only accept liability on occasion that the minor damage presented was a direct consequence of our negligence during the installation process.

5 Changes to the Design

- I. We would like to highlight, that once the contract has been entered into by both parties, we will be unable to make any changes or alterations to the design, price and/or measurements.
- II. You do not have the right to change your mind in respect of –
 - (a) The goods which are ordered are 'designed to order' and is created uniquely to fit the specifications of each individual order;
 - (b) Once goods have been used, they are then deemed as damaged and;
- III. 7 days after the goods have been delivered to you, you must declare any issues including faults and flaws with the design to ensure we can rectify this issue for you in the most efficient manner possible.

6 Our Warranty

- I. All designs created by Creative Homes Scotland, will come with;
 - (a) 10 year Cabinet Warranty
 - (b) 12 month Warranty on any items such as doors, hinges, drawer runners and worktops.

7 Data Protection

- I. Any data which we will collect from our customers, including personal information, will be kept securely and safely in accordance to the Data Protection Act 2018. You have the right to access this information at any point of the process with Creative Homes Scotland.

8 Intellectual Property Rights

- I. You are only permitted to use drawings, designs and images for illustration and measurement purposes only and should not be copied for any other purpose.

9 Limitation on our Liability

- I. Except for death or injury caused by our negligence, fraudulent misrepresentation and any breach of the terms outlined with the contract agreed and the Sales of Goods Act 1979.
- II. We will only take liability for a foreseeable loss or damage, for example an event which would be pre-empted by you or us.
- III. We are not liable for any losses which are unforeseen and may occur indirectly as a side effect to the primary loss or damage, such as a loss in profit.

10 Events out with our Control

- I. We will not accept any liability with regards to any breaches in the terms of contract caused by a circumstance which would be regarded as out with our reasonable control.
- II. Circumstances out with our reasonable control would be events such as;
 - (a) Energy source failure;
 - (b) Transport network failures;
 - (c) Acts of God;
 - (d) War or acts of terrorism;
 - (e) Collapsing of buildings or structures;
 - (f) Fires, floods, storms, earthquakes and;
 - (g) Loss at sea.

11 Creative Homes Scotland Refund Policy

- I. As previously explained (clause 5), due to the specification and personalisation of each individual order, we will be unable to issue a refund after the contract has been agreed.
- II. Refunds would be issued in exceptional circumstances, such as;
 - i. For any reason we are unable to supply the order;
 - ii. The products are faulty. (see clause 12)

12 Faulty Products

- I. In accordance with the Consumer Rights Act 2015, if the product develops a fault within 30 days of purchase, we will offer an effective resolution.
- II. If the fault develops after 30 days, we may consider repairing or replacing the faulty product, providing the customer can prove that the fault was present at the time of purchase, in accordance with the Consumer Rights Act 2015. Please refer to warranty for any other quires.

13 Our Products

- I. The images that we use are for illustrative purposes only. This may subsequently mean that due to several factors including lighting and placement of items on display, we cannot guarantee that the images we present on devices, such as phones and tablets, will accurately reflect a true representation of the colour.