

Terms and Conditions

Supply, fabrication and installation of worktops · Effective from 12 October 2025

1. About these terms

1.1 These terms apply to every quotation, order and job carried out by Modern Worktops ("we", "us", "our") for the supply, fabrication and installation of quartz, granite, porcelain, natural stone and other worktops, upstands, splashbacks and related products.

1.2 Our details: Modern Worktops Limited, registered in England and Wales, company number 08314976, registered office Belfry House, Bell Lane, Hertford, Hertfordshire SG14 1BP. Workshop: Nazeing, Essex. Telephone: 01992 721802. Email: info@modernworktops.co.uk.

1.3 "You" means the customer named on our quotation. This may be a homeowner, or a trade customer such as a kitchen company, interior designer, architect or builder ordering on behalf of a homeowner.

Placing an order and confirming it in writing

1.4 A contract is formed when you accept our quotation in writing (by signing it, or by email or text message confirming acceptance) and we confirm your order in writing. By accepting, you agree to these terms. Any terms and conditions of your own do not form part of our contract.

1.5 We will not book a template appointment, reserve a slab or order material until we have your written acceptance and your deposit.

1.6 If you ask us by phone or in person to go ahead, we will confirm your instruction to you by email or text. Once confirmed, that instruction forms part of your order. If we act on it at your request, for example by reserving a slab or booking a template, you will pay our reasonable costs if you then do not proceed, subject to your cancellation rights in clauses 3.11 to 3.13.

1.7 Any change to your order, including material, layout, edge profile, cut-outs, price or dates, only takes effect once we have confirmed it in writing. Details agreed at template are recorded on the signed template record.

1.8 Your contract is made up of our quotation, our written order confirmation, the signed template record, any changes confirmed in writing and these terms. If something you have been told by any of our team is important to you, such as a date, a finish or a price, please ask us to add it to your quotation in writing so there is no misunderstanding.

1.9 Trade customers only: the documents listed in clause 1.8 are the entire agreement between us, and you confirm you have not relied on any statement that is not set out in them. Orders or changes given by phone, in person or by your client on your behalf are binding on you once we have confirmed them in writing to you. You are responsible for paying us whether or not your own client has paid you.

1.10 If you are a consumer, nothing in these terms affects your statutory rights under the Consumer Rights Act 2015 or the Consumer Contracts Regulations 2013. Clauses marked "trade customers only" do not apply to consumers.

2. Materials and specifications

2.1 Granite, marble, quartzite and other natural stone are natural products. Variations in colour, tone, veining, markings, fissures and small pits are natural characteristics of the stone and are not defects.

2.2 Samples, brochure images and website photographs are representative only. Stone varies from slab to slab and batch to batch, so we cannot guarantee your worktops will match a sample, a showroom display or an earlier order.

2.3 You are welcome to view and approve your slab before fabrication by appointment. Once you have approved a slab, its natural characteristics cannot be a reason to reject it.

2.4 Engineered quartz and porcelain are more consistent than natural stone but can still vary between batches. On printed porcelain, the pattern may not continue across joints, edges or mitres, and the edge profiles available are more limited.

2.5 Joint positions are agreed with you at template. Joints will be visible, particularly on light coloured or heavily veined materials, and the colour of the jointing resin may not exactly match the worktop. We match veining across joints as closely as the slab allows but cannot guarantee a seamless match.

2.6 All dimensions and thicknesses are nominal and subject to standard industry cutting and manufacturing tolerances.

2.7 Please measure carefully if you are supplying your own measurements. We are not responsible for material that is surplus to requirement or short because of measurements you have given us.

3. Quotations, orders and payment

3.1 Quotations are valid for 30 days and are based on the drawings, measurements and specification you provide. Please check them carefully: we are not responsible for errors in information you have given us.

3.2 Your final price is confirmed after templating. If the layout, measurements or specification have changed since your quotation, we will send you a revised quotation to approve before fabrication starts. This may delay your installation.

3.3 Prices for consumers include VAT unless stated otherwise. Prices for trade customers exclude VAT. We may change our prices before an order is accepted; once accepted, your price is fixed unless the specification changes.

3.4 A deposit of 50% of the order value is required to confirm your order and book your template appointment. The deposit can be paid by debit card, credit card or bank transfer.

3.5 The remaining balance must be paid in cleared funds by bank transfer before fabrication begins. We will not cut your worktops until the balance has cleared.

3.6 Any other invoice must be paid within 14 days of the invoice date. This includes invoices for additional work, aborted visits, re-templating and storage, and any balance where we have agreed in writing to install before receiving full payment.

3.7 If you do not pay on time, we may charge interest on the overdue amount at 4% a year above the Bank of England base rate, from the due date until you pay in full. We may also pass unpaid debts to a debt recovery service or begin court proceedings to recover them.

3.8 Trade customers only: where we have agreed credit terms in writing, invoices are payable within the agreed period; otherwise within 14 days of the invoice date. Instead of the interest in clause 3.7, we may claim statutory interest and fixed compensation under the Late Payment of Commercial Debts (Interest) Act 1998. We may suspend work on any of your jobs while your account is overdue.

3.9 If you change your material after your template appointment has been booked, we charge a restocking and administration fee of at least £150 + VAT, plus any charges our supplier makes to us.

3.10 Some materials are ordered specially for your job. We will tell you the current lead time before you order. Special order materials cannot be cancelled or returned once ordered.

Cancelling your order

3.11 If you are a consumer and your contract was agreed away from our premises (for example in your home, by phone or by email), you have the right to cancel within 14 days of the contract being made, without giving a reason. To cancel, tell us clearly in writing. A model cancellation form is available on request.

3.12 If you ask us to start work within the 14 day period, for example by booking a template or ordering your material, you will pay a proportionate amount for the work carried out and any special order material ordered before you cancel. Your worktops are made to your personal specification, so the right to cancel ends once fabrication has started.

3.13 If you cancel outside the 14 day period, we will refund any money you have paid, less our reasonable costs already incurred, including templating, special order material and any fabrication already carried out.

4. Site preparation and templating

4.1 Accurate worktops depend on an accurate template, and that depends on the site being ready. Before our templater arrives, please make sure that:

- 1 All base units, end panels and supports are fully installed, fixed, flat and level. Your worktops can only be as level as the units beneath them.
- 2 Any existing worktops have been removed so the units can be seen and checked.
- 3 Inset sinks, taps and hobs are disconnected but on site for the templater to see, and you have the model details or cut-out specifications for every sink, tap, hob, downdraft extractor and pop-up socket.
- 4 Undermount, Belfast and butler sinks are fixed in their final position. These sinks are finished with a standard 5mm overhang unless agreed otherwise at template.
- 5 Wall or tall units that sit on the worktops are not yet fitted. They must be fitted after the worktops; gaps cannot be left for worktops to slide underneath.
- 6 Any plastering around the worktop area is finished, or will be done after the worktops are fitted.
- 7 Any boxing-in around pipework is complete.
- 8 There is clear access to the kitchen, parking close to the property and a working power supply.

4.2 You, or someone authorised to make decisions for you, must be present for the template to agree edge profiles, overhangs, joint positions, upstand and splashback heights, tap holes, drainer grooves and other details. We will ask you to sign the template record to confirm these.

4.3 Please be available for the whole day. We give an expected arrival time, but earlier appointments and traffic can make us late.

4.4 If no one is present, or the site is not ready, we may cancel the appointment and charge £150 + VAT for the missed visit.

4.5 We can accept detailed, fully dimensioned drawings instead of a template. You must sign to confirm them, and you are responsible for their accuracy.

4.6 Any change to units, appliances or the layout after templating is your responsibility. If it means we need to re-template or remake any part of the job, we will charge for the extra work and material.

5. Fabrication and installation

5.1 Installation is typically 5 to 10 working days after templating, once the balance has cleared. Special order materials can take longer. Installation dates are estimates; we will keep you informed of any change and do our best to meet your schedule.

5.2 Before installation, please make sure that:

- 1 Any sink, tap or hob reconnected since the template has been disconnected again.
- 2 No tiling has been done in areas that meet the worktops. Tiling should follow the worktop installation.
- 3 The site is in the same condition as at template, with clear access and parking.

5.3 We do not carry out gas, electrical, plumbing or plastering work. Final connection of sinks, taps, hobs and appliances must be done by your own qualified trades, including a Gas Safe registered engineer for gas appliances, unless your quotation says otherwise.

5.4 We take care to protect your home, but fitting stone may disturb plaster or decorative finishes next to the worktops. Making good and redecorating is your responsibility.

5.5 Some cutting on site can create dust. Please keep doors to other rooms closed where practical, and move valuable or delicate items, such as televisions and electronics, away from the work area.

5.6 Worktops are heavy. If access is more difficult than described to us, and we need extra fitters or lifting equipment, we will discuss the additional cost with you before carrying out the work.

5.7 If you collect your worktops, or have them transported or fitted by someone else, this is at your own risk. We are not responsible for damage in transit or for problems caused by fitting carried out by others. We are happy to give advice, but this does not make us responsible for third-party fitting.

6. Completion, sign-off and additional charges

6.1 When installation is complete, you or your representative should inspect the worktops with our fitters and sign our completion form, noting any concerns.

6.2 Once we leave site, we cannot verify how later damage happened. If no one is available to sign off, please report any visible damage, such as chips or scratches, with photographs within 48 hours of installation. Visible damage reported after this may not be accepted as caused by us. This does not affect your statutory rights in relation to faults in materials or workmanship.

6.3 If templating or fitting cannot be completed in one visit for reasons within your control (for example the site is not ready, there is no access, or units are not level), we charge £150 + VAT or £75 + VAT per hour, whichever is greater.

6.4 Work not included in your quotation, such as extra cut-outs, re-templating or changes you request on site, will be charged at our standard rates. We will agree the cost with you before doing it.

6.5 If you are not ready to receive your worktops within 14 days of the agreed installation date, we may charge a storage fee of £50 + VAT per week after giving you notice. The balance remains payable before fabrication as set out in clause 3.5.

7. Ownership, guarantee and liability

7.1 All goods remain the property of Modern Worktops Limited until we have received payment in full. Responsibility for the goods passes to you on installation, or on collection if you collect them.

7.2 We guarantee our fabrication and installation workmanship for 2 years from the installation date. Quartz and porcelain manufacturers provide their own warranties under their own terms, which may require you to register your worktops with them.

7.3 Our guarantee does not cover damage caused by heat, impact, misuse, standing or sitting on the worktops, staining from spills not cleaned promptly, movement of the units beneath, or alterations made by anyone else. Engineered quartz can be damaged by hot pans; please always use a trivet or heat pad.

7.4 Natural stone may need periodic resealing. We will give you care guidance at installation, and following it will help keep your worktops looking their best.

7.5 We are responsible for loss or damage you suffer that is a foreseeable result of our breaking these terms or failing to use reasonable care and skill. We are not responsible for loss that was not foreseeable. If you are a consumer, we are not liable for any business losses.

7.6 Trade customers only: our total liability under any contract is limited to the contract price, and we are not liable for any indirect or consequential loss, including loss of profit or delay costs on your wider project.

7.7 Nothing in these terms limits our liability for death or personal injury caused by our negligence, for fraud, or for anything else that cannot be limited by law.

7.8 We are not responsible for delays or failures caused by events outside our reasonable control, such as supplier shortages, extreme weather, illness or transport disruption. We will tell you as soon as possible and agree a new date with you.

8. General

8.1 We aim to carry out our work in line with recognised industry guidance, including the Stone Federation Great Britain's code of practice for natural stone kitchen worktops.

8.2 If you are unhappy with any part of our work, please contact us in writing with details and photographs. We will acknowledge your complaint within 5 working days and aim to resolve it promptly.

8.3 We use your personal information only to manage your order and as set out in our privacy notice at www.modernworktops.co.uk/privacy-policy.

8.4 If any part of these terms is found to be unenforceable, the rest will remain in force.

8.5 These terms are governed by the law of England and Wales. If you are a consumer living in Scotland or Northern Ireland, you may also bring proceedings in your local courts.