

## TERMS AND CONDITIONS



### **PAYMENT**

All prices quoted are usually quoted excluding and total including VAT, as the current rate.

A deposit of at least 25% will be taken on placement of any order of a complete kitchen. We may request a higher deposit at our discretion. No order is accepted until a deposit has been paid. Any deposit is non refundable. Payment of a deposit means you have read, understood and agree to these terms and conditions. The balance of funds for all materials / goods supplied is due on or before delivery for all items to be supplied. Payment for all trades and work involved such as Kitchen Fitting, Electrician, Tiling, Flooring and Plumbing is due on completion.

Where a customer has been successful in opening a trade account with us, no deposit is required, however we will expect full payment within 30 days from the date of delivery. Any outstanding monies after that time, may incur interest at 5% over the bank of England bank rate. All materials will remain the property of Phoenix Kitchens until paid for, however any materials stolen after a delivery has been made will be the responsibility of the customer to still pay for these goods.

In the unlikely event of a dispute arising, the customer shall not be entitled to hold payment in excess of an amount representing a reasonable valuation of the product / service concerned.

### **YOUR AGREEMENT WITH US**

We will confirm acceptance (or otherwise) of your order as soon as possible, either by email (if your order is placed on-line or by fax) or by telephone (if your order is placed over the telephone). A binding agreement arises once we accept your order and if a deposit is due, then this has been paid.

Once an order has been accepted, then we assume you have checked all necessary quotations and designs, and that they fully represent your order. From time to time we are unable to fully represent some items on our designs due to the restriction of the computer software, and we reserve the right to change or remove these items if necessary. We also will not supply any item shown in our designs unless it is included in our quotation.

Should any alterations be made by the customer after an order has been accepted, we reserve the right to still charge for items that may not be used due to the alterations requested. We may also require additional transport costs. By placing an order with us you are accepting our terms and conditions.

### **DELIVERY**

Delivery is to mainland UK only. We may deliver to other parts of the UK at extra cost, such as the channel islands and Northern Ireland. Any different rates of VAT or tax are the responsibility of the purchaser. We do not make overseas deliveries.

We do not charge for delivery of complete kitchens and worktops within all bordering counties, and shall agree any additional charges for longer distances before any order is accepted.

We pride ourselves on our superior service, and aim to deliver every kitchen complete on the day you require it, however should this not be possible we will aim to deliver whilst your fitter is still on site, and minimum disruption is caused. We do not accept any additional cost incurred from fitters for any missing or damaged items. Please also refer to the fitting section of these terms.

We will not accept any claims for missing or damaged items after 48 hours from delivery has passed.

### **AVAILABILITY**

Most kitchen sales are specially ordered from our suppliers, and we will quote a delivery day prior to accepting any order. We shall ensure that the delivery is made on that day, however in the unlikely event that we are unable to supply due to factors out of our control, we will contact you to offer you an alternative delivery day as soon as we are aware that we cannot make that day. We shall not be liable for any losses, costs, damages, charges or expenses caused by any delay for delivery of the goods.

All internet items are kept in stock, and will not be available for sale should we not have them, however in the unlikely event that we are unable to supply we will contact you to offer a complete refund or a similar item at a similar price. We shall not be liable for any losses, costs, damages, charges or expenses caused by any delay for delivery of the goods.

We may also give deadlines for the placement of orders to enable us to deliver on the day requested, and we cannot be responsible for orders placed after that deadline.

### **DELAY OR FAILURE TO PERFORM**

We shall not be liable to you if we are prevented or delayed in performing of our any obligations to you if this is due to any cause beyond our reasonable control. For example:

- an act of God, explosion, flood, fire or accident or bad weather.
- war or civil disturbance
- strike, industrial action or stoppages of work
- any form of government intervention
- a third party act or omission
- customer changing specification or requirement during installation.
- Changing fitter or installer agreed days of work after we have commenced work regardless of who they work for.
- Incorrect information given to us by you or any third party.

If you make changes that mean we cannot work on the day we planned we may still charge you for that time and costs incurred. If this happens we shall inform you as soon as is reasonably practicable and agree an alternative. If no agreement can be made then we will cancel your order and refund monies for goods not yet supplied less any deposit given. We will also deduct 25% for any products we have specially ordered to cover return to our suppliers or if not returnable deduct total value.

# TERMS AND CONDITIONS

## **CANCELLATION AND RETURNS INFORMATION**

Cancellations and returns will only be entered into with our full agreement. Most kitchens are specially made and specific to the customer needs so cannot be cancelled or refunded once ordered. Items left over at the end are generally not refundable and cannot be used on another kitchen. We will not refund any deposit paid to cover restocking charges to our suppliers. Any item being returned will be in the condition it was supplied and must not have been fitted at any time. Boxes must still be sealed as new and items have not been used. This guarantee is in addition to any warranties or conditions implied by law and nothing in these terms affects your statutory rights.

## **PLANNING, ADVICE AND DESIGNING.**

We will make every effort to achieve your design criteria. We will inform you of any necessary changes needed to complete your kitchen, however we cannot be held responsible for any item that cannot be fitted due to any unforeseen site conditions, not apparent at the time of survey. All advice is given in good faith and to the best of our ability, however it is our personal opinion and nothing more.

## **FITTING**

We will always vet our fitters prior to allowing them to complete any kitchens for us. Our policy is to work with people we know and trust, who give a good standard of craftsmanship and are reliable and trustworthy.

We will allow the fitter to deal direct with the customer and therefore reducing fitting costs to the customer and making the contract between the fitter and the customer for all fitting matters where this is appropriate and possible.

Where we are responsible for fitting our quotations include for making good, but not re-decoration or any ancillary works such as blinds, alarm, decoration etc... Whilst every precaution shall be taken to spot all necessary matters and alterations, we cannot be held responsible for any site conditions not apparent at the time of survey.

Once a deposit has been taken a firm fitting date will be agreed and stuck to, however if matters arise where the customer needs to change the fitting date and less than two weeks notice is given we reserve the right to still charge for the fitters costs.

Should any defect arise after a kitchen has been completed it will be the responsibility of the fitter concerned, unless the fault is due to a manufacturing defect, and then it shall be their responsibility.

Where materials are supplied on a supply only basis, it will be the responsibility of the fitter to check that the goods are suitable before fitting. Any incorrect item should not be fitted and no claims for damage to other materials as a result of incorrect items will be considered.

## **SKIPS AND SKIP HIRE.**

When a skip is required to remove waste resulting from our kitchen fitters fully installing your kitchen, this is for use by our employees only. You are welcome to source your own skip if preferred and we would never include for a skip to be supplied when we are not undertaking the fitting of the kitchen you purchase from us. The waste transfer licence is held under Phoenix Kitchens Limited and therefore we are responsible for all waste that goes in the skip. Under section 34 of the Environmental Protection Act both you and Phoenix Kitchens are responsible for how this waste is dealt with. Please do not put any additional waste in the skip, and please do not assume that the skip is yours to freely give permission to any other person as additional costs may be incurred and could be passed on. Prohibited items such as paint, wood treatment, weed killer could incur a hefty fine which will be passed onto the customer. We only use vetted and licensed waste recovery companies. We are proud of achieving over a 90% re-cycle of waste materials including old kitchens and appliances. There may also be a charge incurred for any prohibited items put into any of our skips. There may also be an additional charge and licence required if we cannot place the skip 'off road' and on your property.

## **CUSTOMER INFORMATION**

If you have any queries or require further information regarding our products or your purchase, please contact us on 01526 320713 or email [andy@phoenixkitchens.co.uk](mailto:andy@phoenixkitchens.co.uk)

## **DATA PROTECTION AND PRIVACY STATEMENT**

We operate a strict Data Protection and Privacy Policy. We are registered with the information commissioner, and do comply with the data protection act 1998. Copies of our complete policy are available on request. We do not pass on any details to any third party without their consent and we do not hold any information we do not need.

## **CARING FOR YOUR PURCHASE**

Always refer to the operating, care and maintenance instructions in relation to each product. Please follow any advice given and read all manufacturers information supplied. There is also advice on our website for some of the products we supply.

## **PRODUCT DESCRIPTIONS**

We have made every effort to display as accurately as possible the colours of our products that appear in our literature. However, we cannot guarantee that the brochures will accurately reflect the colour of the actual product.

Samples of most items are available on request. While we try to be as accurate as possible, all sizes, weights and measurements quoted are approximate. The products we sell have been designed to comply with the health and safety laws of the UK and we cannot warrant or represent that they comply with any health safety or other legal requirement outside the UK. We are also not responsible for any manufacturer changing, updating or withdrawing their products without notice. Our policy is to provide quality items, and every item is backed by a manufacturers guarantee.

## **GOVERNING LAW**

All contracts formed between us shall be governed by English law and any dispute shall be subject to the jurisdiction of the English Courts.

## **GENERAL**

Phoenix Kitchens Limited is registered in England and Wales, under Company Number 4928420, with a registered office at 73 Lincoln Road, Metheringham, Lincolnshire, LN4 3EH, United Kingdom. VAT registration number 827 9108 09. We are registered with the financial conduct authority number 799380