

# TERMS AND CONDITIONS



## **PAYMENT**

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

A deposit of at least 40% will be taken on placement of any order of a kitchen. Where products are made specially to order a deposit of 50-75% may be taken. 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 5 working days before delivery for all items are due to be supplied. Should you (the customer) change the agreed fitting date then payment for the kitchen (less fitting costs) will still be due 5 working days before the original date agreed. Payment for all trades and work such as Kitchen Fitting, Electrician, Tiling, Flooring and Plumbing are due on completion. If we could not supply an item, then this cost may be deducted from the Amount due and will be charged at a later date. 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. All items remain the property of Phoenix Kitchens until paid for in full.

## **YOUR AGREEMENT WITH US**

We will confirm acceptance (or otherwise) of your order as soon as possible, usually by email or post. 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. 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. Deliveries into London are subject to congestion and HGV costs incurred.

We pride ourselves on our service and aim to deliver ever kitchen complete on the day you require it. Should this not be possible we will aim to deliver whilst the 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. All appliances and some worktops should be registered with the manufacturer by the end user after purchase and installation.

## **AVAILABILITY**

Most kitchens involve specially ordered items 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. We reserve the right to make changes to the order if items are or become unavailable, to a suitable and reasonable alternative.

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
- pandemic
- strike, industrial action or stoppages of work
- any form of government intervention
- 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. Other third party act or omission.

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 25-100% for any products we have specially ordered to cover return to our suppliers or if not returnable deduct total value.

## **DATA PROTECTION AND PRIVACY STATEMENT**

We operate a strict Data Protection and Privacy Policy. 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. We comply with GDPR standards and have a policy.

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## 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. You are not entitled to deduct any amount from your invoice for any items you wish to return or maybe left over. We often supply more items than actually needed and sometimes charged, especially on special made or painted finishes to avoid waiting for more specially made items and the fact they were not needed was because everything went exactly to plan. We will not refund any deposit paid, to cover restocking charges to our suppliers. Any item being returned with our consent will be in the condition it was supplied, in original packaging 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 reasonable effort to achieve your design criteria. Our plans and designs remain our property throughout the process and should not be passed on to anyone else without our express permission. Our plans and designs are available for you to buy if partly or fully used with another supplier at a cost of £1000 per design. By asking us to produce a design you have engaged in a binding agreement and my time is not free other than the initial consultation. The design software is a good indication of how your kitchen will look, however there can be differences between the 3D pictures and the actual kitchen. We cannot be held responsible for any item that cannot be fitted due to any unforeseen site conditions. All advice is given in good faith and to the best of our ability, however it is our professional or personal opinion and nothing more.

## FITTING

Our policy is to work with people we know and trust, who give a good standard of craftsmanship who are reliable and trustworthy. We trust their professional judgement and experience and if they advise additional work to be carried out, then this should be completed and charged at additional cost. 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, especially if hidden or inside / under / behind a cupboard. Any changes to the scope of works should be directed through [sales@phoenixkitchens.co.uk](mailto:sales@phoenixkitchens.co.uk) or by telephone on 01526 322222 so we can make arrangements and provide an estimate for the additional work to be carried out. Speaking directly to the trade concerned will mean we have no knowledge and the charges made will be passed onto the customer.

All plumbing and electrical costs are approximate and may change once the job has been completed, especially if extra work is necessary. We will always try and quote as accurately as possible, but this may change once works are completed.

Once a deposit has been taken a firm fitting date will be agreed, 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. Occasionally the availability of trades can change at the last minute, due to other work taking longer than expected, and we cannot be held responsible for any delay.

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. Where materials are supplied on a supply only basis, it will be the responsibility of the fitter or customer 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 where the item has been used / fitted or if the original packaging has been damaged or disposed of.

## SKIPS AND SKIP HIRE - IMPORTANT!

When a skip is supplied by us this is for **use by our employees / contractors only**. You are welcome to source your own skip and we do not include for the supply of a skip unless requested and is charged at the current rate. 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 will be incurred and will be passed on.** Prohibited items such as paint, chemicals could incur a hefty fine which will be passed onto you, the customer. 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 322222 or email [sales@phoenixkitchens.co.uk](mailto:sales@phoenixkitchens.co.uk)

## 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. The customer must register all appliances with the relevant manufacturer as soon as possible as failing to do so can invalidate your warranty.

## PRODUCT DESCRIPTIONS

We have made every effort to display as accurately as possible the colours of our products that appear in our / suppliers literature. 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. We are also not responsible for any manufacturer changing, updating or withdrawing their products with or without notice. Our policy is to provide quality items, backed by UK covered warranty.

## GOVERNING LAW

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

## GENERAL

Phoenix Kitchens Limited is registered in England and Wales, under Company Number 4928420, with a registered office at unit 5,6&7 Scoley Court, Metheringham, Lincolnshire, LN4 3BS, United Kingdom. VAT registration number 827 9108 09.