

Kitchens Appliances Flooring

Worktops Lighting Tiling

Complete Installation Service

Lima Kitchens

Planning and Installation made easy

TERMS & CONDITIONS

1. GENERAL TERMS & CONDITIONS

a. ORDERS

Lima Kitchens will initially receive and accept an order upon receipt of a 25% deposit or payment in full where requested. Full payment is required where delivery is to be within a few working days from order.

b. CANCELLATIONS

A Clients Order is firm and cannot be cancelled. No deposits will be refunded if a Client cancels their Order.

c. PLANS AND DRAWINGS

Plans and drawings are made in good faith. Lima Kitchens endeavours to get the best solutions to the design of the kitchen but the Client should ensure that the plans provided are fully understood and meet with their requirements. Plans and drawings remain the property of Lima Kitchens and are provided at Lima Kitchens discretion.

d. DIMENSIONS

It is the Clients responsibility to inform Lima Kitchens of any alteration to site dimensions in writing. Consequent amendments to the order may incur additional costs.

e. STANDARD FURNITURE

Lima Kitchens standard range of furniture is extensive and should be large enough to satisfy most Client requirements. The designer will interpret the needs of the Client and provide a detailed specification. The Client must approve the final specification and ensure that it is accurate and meets their requirement.

f. SPECIALS AND BESPOKE FURNITURE

In certain circumstances the Client may wish to order a piece of furniture which cannot be provided from Lima Kitchens normal furniture range, the price of these items corresponds to their complexity of manufacture. The specialised skills required to make bespoke furniture are far greater than the material cost and so this furniture will always be more expensive than standard kitchen furniture. Bespoke item are not refundable under any circumstance.

2. DESIGNS

a. DESGN SPECIFICATIONS

Designs are made in accordance to client specifications and the designer's experience. Lima Kitchens always advise that you consider your options before placing your deposit as Lima Kitchens hold no responsibility if you do not like any aspect when installed.

b. PLANS AND 3D IMAGES

While Lima Kitchens endeavour to produce accurate plans and images some variation may occur in relation to colours and bespoke units. Your designer will make you aware of this during the design process. Please remember at all times these images are for representation purposes only.

2. ESTIMATES, QUOTATIONS, PRICES, DISCOUNTS, SPECIAL OFFERS, INVOICING

a. VERBAL ESTIMATES

These must be taken as approximate. No verbal estimate or delivery date is fixed until Lima Kitchens confirms it in writing.

b. ACCEPTANCE OF THE QUOTATION

The quotation is accepted on the basis of the furniture, worktop, appliances, fitting, and accessory specifications listed.

c. PRICES

These may change without notice.

d. DISCOUNTS

Discounts will only apply for the period stated or, if not stated, for a maximum of 30 days from the date of quotation.

e. SPECIAL OFFERS

Any special offer may have specific terms that apply.

f. ERRORS AND OMISSIONS EXCEPTED

Errors and omissions of a genuine nature must be allowed for. If Lima Kitchens discovers that a cupboard, appliance or fitting has been left out of Clients quotation, it reserves the right to raise an additional charge for the missing item.

g. INVOICE DATE

Once your delivery date has been finalised Lima Kitchens will normally issue the Client with a pro-forma invoice for the balance of goods and services prior to delivery. A tax invoice will only be issued once full payment has been received.

3. PAYMENT TERMS

a. PAYMENTS

Payment must be received and cleared in full for all good/services before delivery or collection takes place.

b. DEPOSITS

The deposit secures the price quoted (E & O E). However, it does not guarantee a delivery date. Deposits are non-refundable.

c. THE BALANCE OF PAYMENT

The balance of payment for the furniture, worktops, appliances, fitting and painting is payable in full with cleared funds on or prior to delivery. Lima Kitchens is unable to offer credit facilities under any circumstances.

d. METHODS OF PAYMENT

Payment options are as follows:-

I. BANKERS DRAFT *or* PERSONAL CHEQUE

If you wish to pay via bankers draft or personal cheque you will need to do so at least 10 working days prior to delivery, allowing there to be satisfactory time to receive cleared funds. All cheques are to be made in favour of Lima Kitchens Limited.

II. DEBIT & CREDIT CARD

This transaction can be processed in the showroom or over the telephone, a minimum of 1 clear working day prior to the confirmed delivery date. The Company accepts Visa, Mastercard, Maestro credit cards. Please note that by using this method of payment there will be a handling charge of 2.2%, which will be added to the final total.

Debit cards (Switch, Visa Debit and Solo) are accepted without a handling fee.

e. DELAY IN PAYMENT

If for any reason the Client cannot pay when specified, Lima Kitchens reserves the right to delay delivery.

f. RETAINERS

Lima Kitchens does not allow retainers under any circumstances.

g. TITLE / OWNERSHIP

Title remains the property of Lima Kitchens until payment has been discharged in full.

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4. DELIVERY DATES, TIMES, CHARGES, DELAYS, CHECKING AND UNLOADING GOODS

a. TIME IS NOT OF THE ESSENCE

Lima Kitchens will always try to accommodate Client preferences with regards to delivery and fitting dates, however this is not always possible.

b. WORKSHOP COMPLETION DATES AND DELIVERY DATES

Workshop completion dates and provisional confirmed delivery dates are given as a guide only.

c. DELAYS TO DELIVERY BY LIMA KITCHENS

In the event of delayed delivery due to circumstances beyond Lima Kitchens reasonable control, responsibility for any loss or expenses incurred cannot be accepted. In such circumstances Lima Kitchens will contact the Client and agree an alternative date.

d. DELAY OF DELIVERY/FITTING/PAINTING BY THE CLIENT

If for any reason the Client is not ready to accept delivery when agreed, they will be expected to pay the outstanding balance on the planned delivery date and may also incur a storage charge. 14 days written notice is required if the Client wishes to postpone or cancel any fitting. Failure to do so may result in a labour charge being made.

e. UNLOADING ON DELIVERY

The Client must advise in advance if access is difficult for a lorry up to 7.5 tonne.

f. MISSING, DAMAGED AND INCORRECT ITEMS ON DELIVERY

Please note that most of your items will be fully packaged upon delivery. Due to this we allow a 3 day damage/imperfection reporting period on furniture and worksurfaces so long as they have not been altered in any way i.e. drilling for handles, cuts in worktop. Shortages must be reported within 24 hours of delivery. If not done within this time period, any remedial action will be at Lima Kitchens discretion.

g. DAMAGED OR FAULTY APPLIANCES UPON DELIVERY

Lima Kitchens follow manufacturers' guideline policies on this. In many cases damages and faults in these circumstances are normally minor and it is much quicker and more convenient to repair the item than replace. An engineer's visit will clarify the best course of action.

h. TIMBER & GRANITE VARIATION

By its very nature, the appearance of timber in terms of colour, shade and grain pattern may vary from piece to piece. This variability is natural and not a manufacturing fault. Similarly, natural granite will have variations of colour, veining, figuring & lining. Variations can occur even within two pieces of stone cut from the same block and an absolute match cannot be guaranteed.

5. RETURNS AND REFUNDS

Lima Kitchens do not offer refunds for any materials that may be left over after fitting. All orders are placed in accordance to your individual plan. If you wish to make amendments to your design or appliances prior to your delivery but after the pre-fit survey there will be a minimum of 25% re-stocking charge. Restocking charges on furniture may be higher dependant on manufacturing progress.

6. INSTALLATION

a. CONDITIONS OF SITE

The Client is responsible for ensuring that the site is to the specification agreed in the installation schedule drawn up at point of sale. Failure to do so may result in workmen being unable to complete their work to agreed deadlines and may even result in a delayed delivery and additional charges.

b. BUILDING WORK If you are having any building works carried out by Lima Kitchens it is the Client's responsibility to instruct and pay a site surveyor where advised. Failure to do so may result in Lima Kitchens being unable to proceed with planned. Lima Kitchens will take no responsibility for any subsequent costs or work required and will only work based on the surveyors report.

c. FITTERS ACCESS TO SITE

Lima Kitchens can accept no responsibility for delays or damages on site if our fitter is not given exclusive access to the site without interruption from other workmen. Lima Kitchens strongly advises Clients to wait until any building work is finished before kitchen fitting commences.

e. FITTERS EMPLOYED DIRECT BY THE CLIENT

Lima Kitchens will supply plans and discuss requirements with your own contractors but cannot accept responsibility for any alterations that maybe required once the fitting process has started. Lima Kitchens cannot accept responsibility for any damage caused by fitters contracted by the Client or for the cost of extra materials charged due to customising furniture on site.

f. FLOORING AND WORKTOP HEIGHT

If the floor has not been fitted before our installation, Lima Kitchens will not accept responsibility for the final worktop height. Lima Kitchens will also not accept responsibility for the worktop height where the floor is not level.

g. FURNITURE AFTER INSTALLATION

If the client does not like any aspect of the kitchen Lima Kitchens will endeavour to find a satisfactory solution as quickly and efficiently as possible, however this may result in further costs.

7. WARRANTIES AND LIABILITY

a. USE

Goods purchased should be used as intended and in accordance with any instructions supplied.

b. FURNITURE GUARANTEE

Lima Kitchens furniture is guaranteed for normal wear and tear for 10 years, and a 25 year guarantee on hinges and drawers. The guaranteed will be deemed void where it would appear that the product has not been used as a domestic kitchen, where it has been mistreated, poorly maintained or not cared for.

c. APPLIANCE GUARANTEE

All appliance guarantees are set by the manufacturer and are normally 1 or 2 years. If a problem occurs with an appliance supplied or fitted by the Lima Kitchens, the Client must refer to the appliance manufacturers' service centre. It is often necessary to register your appliances with the appropriate manufacturer within 28 days to obtain additional guarantee periods.

d. VICARIOUS LIABILITY

Lima Kitchens accepts no liability for any private work discussed between a Client and any member of Lima Kitchens staff or sub-contractors, either on company premises or elsewhere.

e. CONSEQUENTIAL LOSS

Lima Kitchens will not accept responsibility for consequential loss under any circumstances. Lima Kitchens will not accept any responsibility for lost time in the unlikely event of a delivery or installation being incorrect, delayed or postponed.

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