

TERMS & CONDITIONS

General Terms & Conditions

Lima Kitchens is an independent retailer providing services and goods in good faith to both customers and contractors. Our terms are in accordance with service standards and we are members of The Furniture Ombudsman. All orders are 'firm' at point of deposit and no refunds will be made.

1 Consultation & design

- A. Consultation appointments are free of charge but offer a limited service. Additional services carry a fee, which is fully refundable against a kitchen order. These appointments are to ascertain Client specifications and room limitations.
- B. Designs are made in accordance with the client specifications and designer's experience. Lima Kitchens always recommend that the client considered opinions before moving forward with their order.
- C. Plans and 3D images remain the property of Lima Kitchens and are provided in good faith at Lima Kitchens' discretion. All plans require either full payment of the 25% deposit or a fee of £480.
- D. Lima Kitchens hold no responsibility should the client not like any aspect of their kitchen design when installed.
- E. Further information on design services and fees can be found on our website.

2. Estimations, quotations, discounts, offers and invoicing

- A. Verbal estimates are only ever to be taken as approximate. All verbal estimates, either monetary or otherwise, will be confirmed in writing.
- B. All prices are accurate at the point of quotation. Lima Kitchens will inform you of any potential increases incurred by third parties.
- C. By leaving your 25% deposit, you are accepting the quotation provided based upon listed items and services. No refunds are issued upon cancellation.
- D. No quotations are confirmed until after pre installation survey as any modification required, or additional works may cause fluctuation to the final total.
- E. Discounts will apply for the time period stated, or if not stated no more than 30 days from the date of quotation.
- F. Special offers may have specific terms associated and cannot be used in association with any other offer.
- G. Errors and omissions of a genuine nature must be allowed for. Should Lima kitchens discover that a unit, appliance, service etc. has been genuinely missed, they withhold the right to invoice for the additional amount.
- H. Once all confirmations after the survey have been made, Lima kitchens will issue you with a pro forma invoice.
- I. We strongly recommend that the client make no changes after the survey date, as it is likely to cause additional cost and delays.

3. Payment Terms

- A. Deposits against kitchen orders are a fixed term of 25% of the 'materials' quote.
- B. Balance payment is for all kitchen units, worktops, appliances, flooring, lighting, and other fixings and must be made at least three working days prior to delivery.
- C. All costs relating to sub-contracted work must be paid directly to the relevant contractor upon completions of their work. On occasions when there may be outstanding tasks to undertake, you may be invoiced proportionately to the work completed.
- D. All work carried out by sub-contractors is paid directly to the appropriate sub-contractors.
- E. Lima Kitchens does not allow any retainers of any kind under any circumstances.

- F. Delays to payments can result in delays in delivery and work carried out. Lima kitchens do not accept retention of payment as an acceptable motivation of completion. Acts of this kind will be seen as abuse and could result in delay to completion of the work being carried out.
- G. Payments can be made by bank transfer or debit card in the showroom. We will accept credit card payment on deposit between £100 up to 25%.
- H. Delay in payment can cause delay to delivery and the schedule outlined.
- I. Delays can incur additional cost such as storage and loss of earnings to sub-contractors.
- J. Lima Kitchens and its sub-contractors withhold the right to amend prices where necessary. In some circumstances, unforeseen events or issues occur that require additional works, that will be discussed with you to determine the best resolution and we will provide provisional costs for this work to be carried out.

4. Delivery Dates, times schedules, delays, completion, unacceptable goods and handling.

- A. Time is not of the essence. Although Lima kitchens always aim to accommodate client preferences with dates and durations, this is not always possible and we cannot accept responsibility to disruption or costs this may cause.
- B. Delivery dates are always estimated and the exact delivery may fall outside of the specified time.
- C. Schedules and provisional completion dates are given as a guideline only, should for any reason delays incur, Lima Kitchens will contact you as soon as they become aware of this.
- D. Any delay by client to delivery of products could result in additional delivery and storage costs, along with delay to the overall project.
- E. Schedules are provided as a guide and a proposed time scale. It is unacceptable to expect these to be adhered to 100% as circumstances can and do arise that are beyond foreseeable planning and control. In these circumstances, Lima Kitchens will handle the required the adjustments and keep you up to date, either via project manager, administrator or appropriate contractor.
- F. Lima Kitchens cannot guarantee a completion date for your kitchen but can provide an estimated guide.
- G. Many items are delivered in packaging; therefore, we allow for three days to inspect any unacceptable goods. These goods can only be exchanged in the original condition, not modified in any way, this includes cutting size, drilling for hinges or handles etc. was initially damaged or defected.
- H. Missing items must be reported within the first 24 hours. Any items reported outside of this time frame will incur additional costs.
- I. Natural products, such as timbers and stone will show variances. This is a natural feature of the product, and under no circumstance will exchange or refunds be made due to variance in colours, consistency, veining, pitting or pattern.
- J. Imperfections that cannot be seen at a reasonable distance, a minimum of fully extended arm's length, will not warrant an exchange.
- K. Damaged or faulty appliances upon delivery must be reported immediately. In most cases, the fastest and most efficient way to rectify these issues are to contact the manufacturer to carry out a repair or replacement of the effected item.
- L. Should you receive incorrect or additional items, these are to be returned in the original condition to Lima Kitchens. Should your items be outstanding, they will be delivered and collected simultaneously. If they are additional, and not returned in their original condition, you will receive an invoice for the full retail cost with immediate payment due.
- M. Lima Kitchens does not accept liability of any damage or injury by any client who handles any products. Likewise, any offer by the client to assist with delivery or manoeuvring of any products is at their own risk.

5. Installation and supply only

- A. Your property must be prepared as advised on the first date commencing work. This includes access to the property, area of work and amenities. Failure to do so may result in delay to work commencing.
- B. Our contractors will to their utmost to manage mess and disruption to your home but it is expected that there will be dust, noise, limited services and power at times. Please see our guide pack issued upon deposit for further information.

- C. Unforeseen complications uncovered during removal and preparation can cause delay and additional cost. Lima Kitchens will do everything within their reasonable control to minimise delay, cost and distress. Should anything of concern be uncovered, it will be discussed with you immediately.
- D. Although our installations terms are aware that they are to contact Lima Kitchens with any queries, they may discuss issues directly with the client if they are at the premises. Lima Kitchens do not accept responsibility for this or any distress that this may cause. If you are not comfortable with this, we recommend that you inform the sub-contractor directly, and forward them to Lima Kitchens.
- E. Lima Kitchens does not accept liability for any works agreed between the client and sub contractor directly, be it at your home or at the Lima Kitchens premises.
- F. Payment for installation is made to each sub-contractor directly and is invoiced upon completion of each section.
- G. Lima Kitchens does not endorse withholding payments to control completion or remedial works. In rare circumstances, we may agree to a proportionate payment to the work carried out if remedial work is required.
- H. Fitters instructed directly by the client are the responsibility of the client and Lima Kitchens take no responsibility for the finished product or additional required materials.
- I. The order of schedule is a proposed schedule and may change at any time. We do not guarantee a finish date to any project, as there can be undetermined hurdles along the way.
- J. Lima Kitchens and its sub-contractors do not accept liability for any damage caused to your property during the installation. We will however carry out all reasonable measures to minimise this occurring.
- K. Lima Kitchens does not tolerate abuse to any direct or sub-contracted employee. Acts of aggression towards any member of staff may result in delay, extra costs and in extreme case, non-completion of work. In such circumstances, we reserve the right to claim all costs against work carried out and no refunds will be issued.
- L. Lima Kitchens and all sub-contractors have required liabilities insurance. Copies of these insurances can be provided upon request.
- M. Supply only is available with our products. If you wish to install your new kitchen or contract your own fitter, the cutting panels, drilling and hanging doors and drawer fronts, positioning of services etc. will be your responsibility. We will provide a kitchen plan for your selected installer to follow. Plans issued are for guidance only. It is the customer's responsibility to ensure that the chosen fitter has adequate skills and knowledge to complete the job at hand. Lima Kitchens advise that any queries with plans or product specifications should be raised before work starts. Lima Kitchens will not take responsibility for final finishes of supply only kitchens.

6. Warranties

- A. All warranties must be registered directly with the manufacturer of the goods.
- B. Copies of signed completion notes must be retained along with original invoice and item list to validate all warranties.
- C. All warranties will be deemed null and void if it is deemed that the kitchen and other products provided have not been used in domestic circumstances with due care and allowing for reasonable wear and tear.

7. Disputes

- A. All disputes must be discussed directly with Lima Kitchens and / or its sub-contractors.
- B. All reasonable measures must be taken by both the client and Lima Kitchens to ensure that expectations are reasonable and achievable.
- C. Lima kitchens are members of The Furniture Ombudsman. TFO have an independent dispute handling team that can be instructed to complete an assessment should a dispute not be settled between Lima Kitchens and the client. TFO have an independent list of assessors if required.