

# TERMS & CONDITIONS

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## Terms and Conditions for Kitchen Manufacturing and Installation

### 1. Definitions

- **“Company”**: Refers to Pymm Kitchens and Joinery Limited.
- **“Customer”**: Refers to the person or entity purchasing the kitchen, furniture and installation services.
- **“Agreement”**: Refers to the terms and conditions set out in this document.
- **“Goods”**: Refers to kitchen products (cabinets, worktops, appliances, etc.) supplied by the Company.
- **“Services”**: Refers to installation and any other service provided by the Company.

### 2. Scope of Work

- The Company agrees to manufacture and install the kitchen as per the designs, specifications, and quotation provided to the Customer.
- Any changes requested by the Customer after acceptance of the design will be subject to additional charges and may affect the delivery timeline.

### 3. Quotations and Pricing

- All quotations are valid for a period of 30 days unless otherwise stated.
- Prices are based on the specifications provided at the time of quotation. Any changes to materials, designs, or scope of work may lead to revised pricing.
- Prices are inclusive of VAT unless otherwise stated.

### 4. Payment Terms

- A deposit of 40% is required at the time of order confirmation.
- The remaining 60% is payable on delivery of the kitchen components to the Customer's property.
- Any final payments will be due upon completion of the installation.
- The Company reserves the right to withhold services or delivery if payments are not made according to the agreed terms.
- Late payments may incur a charge.

### 5. Delivery and Installation

- The Company will endeavour to meet the estimated delivery and installation dates. However, these dates are estimates and not guaranteed.
- The Customer must ensure that the premises are ready for installation, if not previously arrange by The Company (e.g., proper plumbing, electrical points, etc.) before the agreed installation date.
- The Company shall not be responsible for delays caused by circumstances beyond its control (e.g., access issues, incomplete site preparation, supply chain issues).

### 6. Customer Responsibilities

- The Customer is responsible for providing accurate measurements and specifications.
- The Customer must ensure that the installation area is clear of obstructions prior to the agreed installation date.
- Any additional work required (e.g., electrical, plumbing, gas) must be completed by a certified professional and will be the responsibility of the Customer unless otherwise agreed.
- The Customer is responsible for securing any necessary planning permissions or approvals from relevant authorities.

### 7. Changes and Cancellations

- Any changes to the agreed design, materials, or specifications must be communicated in writing and may result in additional charges.
- Cancellations must be made in writing at least 60 days prior to the scheduled delivery or installation date. Any costs incurred by the Company, up to the point of cancellation will be chargeable to the Customer.

## **8. Warranty and Defects**

- The Company are pleased to guarantee all of its manufacturing and finishing techniques, including all glued joints, catches, shelf supports, screw fixings, as well as the squareness and structural integrity of the cabinet. Our paint, is designed to be robust enough for cleaning, whilst remaining flexible enough to allow timber movement and minimise cracking. Touch-up pots are available and all of our paint is water based and easily applied by brush.
- We can guarantee the finish of all worktops, including all glued joints for our timber worktops. Timber worktops are finished with lacquer or oil depending on customer preference, oiled worktops require regular reapplications. Stone worktops are sealed by our stonemasons, however, marble worktops are still prone to wear naturally over time. All of our worktops are supplied with extensive care and maintenance information.

## **9. Liability**

- The Company will not be liable for any damage to the property or injury to persons except where it is caused by the Company's negligence.
- The Company's liability for any direct loss arising from the Goods or Services shall be limited to the total amount paid by the Customer under this Agreement.
- The Company will not be liable for any indirect or consequential loss.

## **10. Force Majeure**

- The Company shall not be liable for any failure to perform its obligations under this Agreement due to circumstances beyond its reasonable control, including but not limited to acts of God, fire, flood, war, and strikes.

## **11. Termination**

- The Company reserves the right to terminate the Agreement if the Customer breaches any term of the contract or if the Company is unable to continue the contract due to unforeseen circumstances.
- Any unpaid costs for services already rendered will remain payable by the Customer in the event of termination.

## **12. Dispute Resolution**

- Any disputes arising from this Agreement shall first be attempted to be resolved through negotiation. If a resolution cannot be reached, the dispute shall be referred to mediation or arbitration.
- This Agreement shall be governed by the laws of Great Britain.

## **13. Ownership and Risk**

- Ownership of the Goods shall pass to the Customer upon full payment of the price.
- Risk of loss or damage to the Goods passes to the Customer upon delivery to the premises.

## **14. Intellectual Property**

- All designs, plans, and drawings provided by the Company remain the intellectual property of the Company and may not be used or replicated without written consent.

## **15. Privacy and Data Protection**

- The Company shall comply with all applicable data protection laws and will only use the Customer's personal data for the purposes of fulfilling this Agreement.
- The Customer's personal data will not be shared with third parties without the Customer's consent unless required by law.

## **16. Severability**

- If any provision of this Agreement is found to be invalid or unenforceable, the remaining provisions will remain in full force and effect.

By placing an order with Pymm Kitchens & Joinery Limited, the Customer agrees to these terms and conditions.