



TERMS & CONDITIONS

General Terms & Conditions

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

1. Consultation & Design

- A. Consultation appointments are free off charge but offer a limited service. Additional services are available and 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 considers the options before moving forward with their order.
- C. Plans, 3D images and designs 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 £250.
- D. Lima Kitchens hold no responsibility should the Client not like any aspect of their kitchen design when installed.

2. Estimates, quotations, discounts, offers and invoicing

- A. Verbal estimates are only ever to be taken as an approximate. All verbal estimates, either monetary or otherwise, will be confirmed in writing.
- B. All prices are accurate at point of quotation. Lima Kitchens will inform you of any potential increases as they become aware of them and can not be held liable for 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 modifications 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 can not be used in association with any other offer.
- G. Errors and omissions of a genuine nature must be allowed for. If 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 survey have been made Lima Kitchens will issue you with a pro forma invoice.

3. Payment terms

- A. Deposits against kitchen orders are a fixed term of 25% of the quoted project.
- B. Balance payment is for all kitchen units, worktops, appliances, flooring, lighting and other fixings and must be made at least 1 working day prior to delivery.
- C. All work relating to sub-contracted work will be paid directly to the the relevant contractor upon completion of their work. On occasions when there maybe outstanding tasks to under take you may be invoiced proportionately to the work completed.
- D. All work carried out by sub-contractors is paid directly to the appropriate sub-contractor. Lima Kitchens never receive or make such payments.
- E. Lima Kitchens does not allow retainers of any kind under any circumstances.
- F. Delays to payments can result in delays in delivery and work carried out. Lima Kitchens does 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. Payment methods are BACS or debit card payments fee free. Credit cards such as Visa, MasterCard, Amex are accepted but carry a variable charge between 2.2% and 2.8%.
- H. Delay in payment can cause delay to delivery and the schedule outlined. This can also incur additional cost such as storage and loss of earnings to sub-contractors.
- I. Lima Kitchens and it Sub-contracts withhold the right to amend prices where necessary. In some circumstances unforeseen complications occur that require additional works, that will be discussed with you to determined 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 can not accept responsibility to disruption or costs this may cause.
- B. Delivery dates are all estimated and the exact delivery may fall outside of the specified time.

- C. Workshop 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. Delay of delivery by the client could result in additional delivery and storage costs, along with delay to the overall project.
- E. Schedules are provided as a guide and proposed timescale. It is unreasonable 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 adjustments and keep you up to date, either via the project manager, administrator or appropriate contractor.
- F. Lima Kitchens can not guarantee a completion date for you kitchen but can provide an estimated guide. Lima Kitchens do not accept liability for any costs incurred due to such circumstances.
- G. Many items are delivered in packaging, therefore we allow 3 days to inspect and report any unacceptable goods. These goods can only be exchanged if in the original condition and not modified in any way, this includes cutting to size, drilling for handles etc.
- H. Missing items must be reported within 24 hours. Any items reported outside of this time frame will incur additional costs.
- I. Natural products such as timbers and stones will show variances. This is a natural feature of the product and under no circumstances will exchanges or refunds be made due to variance in colours, consistency, veining, pitting or pattern.
- J. Imperfections that can not be seen at a reasonable distance, a minimum of full extended arms 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 area.
- 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 these 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 endured 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

- 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 do their utmost to manage mess and disruption to your home but it is expected that there will be dust, noise, obstacle and 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 installation teams are aware that they are to contact Lima Kitchens with any queries they may discuss issue directly with the client if they are at the premises. Lima Kitchen 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 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 in your home or at 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 up on request.

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 LK and The Client.