

TERMS & CONDITIONS

Definitions

In these terms, except where the context indicates otherwise, the following words or phrases will have the following meanings:

“**Buyer**” refers to the customer / purchaser of the Goods offered by the Seller

“**Seller**” or “**Company**” refers to WoodLiving Limited (Company Number 10575480, VAT Number 278872735, with Registered Address: 24a St Radigunds Road, Dover, Kent, CT17 0JY)

“**Items**” / “**Goods**” refers any manufactured furniture, cabinets, appliances or accessories offered for sale by the Seller.

Basis of Sale

1.1 All Goods relating to the sale will be stated clearly on the invoice.

1.2 The invoice will act as the official contract of sale and only the Items described and included on it will be provided by the Seller, for the price which will also be stated.

1.3 Any amendments or additions to the order must be updated on the invoice, which should then be sent to the Buyer for confirmation in writing.

1.4 Payment of Deposit will be considered as acceptance from the Buyer that the Items, description and price on the invoice are correct and will initiate the contract of sale.

1.5 In the case that drawings are provided by the Seller, these will also act as official descriptions of the sale Items on condition that the Buyer has confirmed them in writing. All drawings should correspond to the Items as described on the invoice. In the case of discrepancy between drawn Items and that which is described on the invoice, then the invoice description is considered to have precedence over the drawing and will be considered as the official contract of sale.

1.6 It is the responsibility of the Buyer to check the dimensions on the drawings for every item and to confirm agreement in writing, which includes overall dimensions (height, width and depth) and recess spaces for sinks and appliances where necessary.

1.7 The Seller does not accept liability for sinks or appliances which do not fit the cabinets, provided the cabinets have been made to the specifications as described on the drawings.

1.8 Any changes or modifications to drawings must be updated clearly on the invoice and confirmed by the Buyer in writing.

1.9 In the case that the Buyer requests to modify the style, size or any other aspect of a cabinet after placing the order, this can be done within 10 days of receipt of deposit (subject to a design fee if applicable). After this time a modification will only be made at the discretion of the Seller and will be subject to a fee of 25% of the value of the cabinet.

1.10 By making a purchase from the Seller, the Buyer agrees that all products ordered are for their own personal use and not for resale under any circumstances.

Product Description (Goods)

2.1 We warrant that on delivery the Goods shall:

- (a) Comply in all material respects with their description on the order;
- (b) be of satisfactory quality;
- (c) be useable and fit for purpose
- (d) be free from any material defects in design, material or workmanship;
- (e) Comply with all applicable statutory and regulatory requirements for selling the Goods in the United Kingdom.

2.2 The Items manufactured by the Seller are made from natural materials wherever possible. Changes in colour, texture and wood grain are typical characteristics of this. Products are built to last and will be durable, but not indestructible. Timber can scratch or stain, but by following proper after-care procedures the Buyer can minimise the chances of this happening.

2.3 Natural timber will always expand and shrink as the temperature and humidity in the Buyer's home changes. The Seller is committed to using specialist joinery techniques that can help to counteract the movement, but small changes are completely normal and nothing to worry about.

2.4 The Seller uses hard-wearing 2-part paint which is sprayed on to their furniture, but this can still scratch or chip if care is not taken. In these instances, touch-up paint can usually be provided by the Seller on request. It is at the Seller's discretion whether a charge is made for this or not.

2.5 The Seller is committed to matching any UK paint colour as closely as possible but in some cases the match may not be exact. The Buyer should also be aware that painted finishes can change over time as they respond to sunlight and moisture.

2.6 The Seller will always try to ensure that descriptions, images and prices on their website and in their literature are accurate. Any errors or omissions should be reported to the Seller, so they can be rectified.

Price

3.1 The price includes VAT (unless otherwise stated). VAT will be charged at the standard UK rate applying at the time of order.

3.2 The price of Goods excludes delivery (unless otherwise stated). The cost of delivery shall be as specified in the order.

3.3 The price of Goods, as per the contract of sale, shall be as stated in the invoice at the time of order and cannot be changed.

3.4 The Seller reserves the right to update their prices without providing notice.

Payment Terms

4.1 For Individual Items, or orders under the value of £1,500, full payment is required on order.

4.2 For purchase of multiple Items and whole kitchens, a deposit of 50% is required on order (minimum amount £1,500). The balance payment will be required approximately 14 days prior to the agreed delivery date.

4.3 Delivery will not be made by the Seller unless full payment has been received from the Buyer.

Lead Time

5.1 Lead times quoted by the Seller at time of order are for guidance only and are dependent on production capacity at that specific time.

5.2 For individual Items the maximum lead time will be 6 weeks unless otherwise agreed and stated on invoice.

5.3 For multiple Items and / or whole kitchen orders, the lead time will be approximately 12 weeks unless otherwise agreed and stated on invoice.

Cancellation

6.1 In the event of cancellation of order by the Buyer within 7 days, the Seller will refund the amount of Deposit paid less an administration fee of £150.

6.2 For cancellations notified more than 7 days after receipt of Deposit payment, a refund will only be given at the discretion of the Seller, and the Seller will have the right to withhold up to 100% of the Deposit amount.

Delivery, Acceptance, Damages

7.1 Delivery is provided as a one-man kerbside service only unless otherwise agreed and stated on the invoice. The driver may help to carry Items into the property in some cases on a voluntary basis but is not obliged to. If this happens, the Seller accepts no liability for any damages that may occur to either the Items being delivered or to any other property during the delivery process beyond the kerb.

7.2 If the Buyer opts for a two-man delivery then items will only be taken into the first room of the Buyer's property.

7.3 The Seller has the right to contract third parties for delivery.

7.4 All Items should be inspected and signed for at time of delivery by the Buyer, subject to being delivered in good and satisfactory condition.

7.5 Any damages caused during transit should be highlighted by the Buyer and photo evidence provided to the Seller within 48 hours.

7.6 In the case that transport has been arranged by the Buyer, then the Seller cannot accept any liability for damages caused in transit.

7.7 It is the responsibility of the Buyer to ensure that large or awkwardly shaped Items (e.g. corner units, larder units and island units) can be manoeuvred into the room of the house they were intended for. The Seller will accept no responsibility for Items that cannot be delivered for this reason. If units need to be returned to the Seller for adjustment before being re-delivered to the Buyer then the Buyer will be solely responsible for the cost of the adjustments, collection and re-delivery.

7.8 Wherever possible, a delivery time (AM or PM) will be given on the due delivery day, however the Seller is not liable for late deliveries unless the time is outside of reasonable hours, or more than 3 hours outside of an agreed time.

7.9 The Goods will be delivered to the delivery address specified on the invoice.

7.10 Delivery of the order shall be considered complete upon signing of Delivery Note by the Buyer.

7.11 The Goods will become the responsibility of the Buyer from the time of acceptance of delivery.

7.12 Any damages or defects must be stated on the Delivery Note in writing by the Buyer and agreed by the Driver.

7.13 If Items are not unwrapped immediately on delivery, the Buyer must notify the Seller in writing within 48 hours of any defects or issues (including provision of photographs).

7.14 The Seller is not liable for late or non-delivery on the specified date where the circumstances are outside their control (e.g. adverse weather, natural disaster, traffic accidents, road closure or severe congestion).

7.15 The Seller may decline to deliver the Goods if:

- it is believed that it would be unsafe, unlawful or unreasonably difficult to do so; or
- the premises (or access to them) are unsuitable for the delivery vehicle.
- the Buyer is not at the address at agreed time of delivery or refuses to accept delivery for any reason. In this case, the Seller will have the right to store the Goods until subsequent delivery takes place and charge a reasonable sum to cover expenses incurred which shall be the original cost of delivery (required to be paid again) and a storage fee of £20 per m³ per day, based on the dimensions and volume of the Items.

7.16 Ownership of the Goods will only be passed to the Buyer when full payment has been received by the Seller of all sums due for the Goods, including delivery charges.

7.17 If the Buyer postpones delivery within four weeks of the original agreed delivery date then the Seller reserves the right to charge a storage fee of £20 per m³ per day, based on the dimensions and volume of the Items, as it's likely the kitchen will have already been made by that point. If the new delivery date falls more than a year after the original order was placed, the Seller reserves the right to amend the cost of the Goods to reflect their current prices.

Installation

8.1 Where the Seller has been contracted to provide an installation service for the Buyer, the Buyer must provide the Seller with a list of any damages, defects or issues and these must be corrected by the Seller within 14 days.

8.2 Where the kitchen has been installed by the Buyer, or any person or Company contracted by them, any damages, defects or issues must be notified to the Seller within 48 hours (including provision of photographs) and these must be corrected by the Seller within 14 days.

8.3 Where the kitchen has been installed by the Buyer, or any person or Company contracted by them, the Seller will accept no liability for damage caused during installation.

8.4 The Seller does not accept liability for problems arising due to poor or incorrect fitting of cabinets by the Buyer, or any person or Company contracted by them, irrespective of whether the fitter was approved by the Seller.

Guarantee / Warranty

9.1 The Seller will only provide a 5-year structural warranty where the kitchen has been fitted by the Seller, or any person or Company contracted by them.

9.2 Where the kitchen has been installed by the Buyer, or any person or Company contracted by them, the Seller will provide a 12-month structural warranty provided they have approved the fitter in writing.

9.3 The warranty covers the following:

- The structure of the cabinets (in case they move, warp, bow or crack more than they naturally should)
- All hardware such as handles, runners, hinges and catches (where these were supplied by the Seller).

9.4 The warranty does not cover problems caused by, or arising from:

- excessive damp, moisture or floods
- fair wear and tear, wilful damage, accident or negligence by the Buyer or any third party
- use of the Goods in a way that is not recommend by the Seller
- failure to follow instruction (including instructions about use, cleaning and servicing of the Goods) which the Seller has provided to the Buyer
- any alteration or repair carried out by the Buyer without prior written approval from the Seller
- natural changes like fading, movement, cracking or splitting in timber or colour changes in paint (unless these changes are more excessive than is usual)
- appliances or accessories (sinks, taps, handles etc.) not supplied by the Seller.

9.5 Warranties cannot be transferred e.g. if the Buyer sells their home with one of the Seller's kitchens installed in it.

9.6 If stone worktops have been supplied and installed by one of the Seller's partner companies then the Warranty will be provided to the Buyer by the stone supplier., not by the Seller.

Returns

10.1 All products are inspected by the Seller prior to delivery. No returns will be accepted unless the item is not as described on the invoice. Buyers will be required to sign for deliveries to confirm receipt of Goods in satisfactory condition. Any subsequent damage will not constitute a reason for return of the Goods.

10.2 We do not accept returns on Items collected from our premises.

10.3. Our 12-month Warranty is only valid where the cabinets have been installed by a qualified kitchen fitter approved in writing by the Seller.

10.4 In the case that structural problems arise after fitting by the Buyer, or any person or Company contracted by them, the Seller will only accept liability if the fitting has been carried out by a qualified kitchen fitter approved in writing by the Seller.

10.5. In the case that the Seller, or any person or Company contracted by them, is required to visit The Buyer's property to rectify any problems which have arisen due to improper fitting and installation of the cabinets, then the Buyer will be liable for a charge of £30 per hour for any work undertaken in addition to £100 call out charge and relevant travel expenses.

Data Protection

11.1 The Seller is committed to protecting the privacy of their customers and fulfilling their obligations under UK data protection Laws.

11.2 The Seller will not retain any credit card or debit card details.

Amendments and Revisions to Terms and Conditions

12.1 The Seller has the right to revise and amend these terms to reflect change in market conditions affecting the business, changes in technology, changes in payment methods, changes in relevant laws and regulatory requirements and changes in the capabilities of any systems operated by the Seller.

12.2 The Buyer will be subject to the policies and terms in force at the time that a binding contract comes into existence, in accordance with clauses in Section 1 (Basis of Sale); unless any change to those policies or these terms is required by law or government or regulatory authority (in which case, the change will apply to existing unfulfilled orders only).