

Frinton Kitchen & Bathroom Centre Ltd

TERMS & CONDITIONS

DESIGN

1. All Computer Aided Design (CAD) images you have been supplied with are only a visual representation of your bathroom and its products. They are not intended to be, nor are they, an exact likeness.

PAYMENT

1. A stage payment structure is issued when your installation is confirmed. When placing your order, you agree to conform to the payment structure and any delay in making these stage payments may cause the installation programme to be deferred or suspended.
2. All products and materials remain the property of the company until the balance is paid in full.
3. In order to qualify for your 12 month workmanship guarantee, simply ensure that your payments are made in accordance with your payment structure and that your account is settled within 48 hours of your installation being complete. For the avoidance of doubt, this does not include any small remedial works that may be outstanding or separately ordered during the course of the installation.

PRODUCT

1. In the unlikely event that you encounter a problem with any product supplied, please contact us immediately and we will assess if the problem is covered by our workmanship guarantee or is due to a manufacturing fault, in which case a replacement can be sought from them direct.
2. Your quotation and fitters summary lists all products to be ordered on your behalf and by paying a deposit you are agreeing to the quantities and items ordered. Therefore, if changes or additions are required after the order is placed, this will be treated as a new order for which payment is required and may not arrive within the timescale of the original order.
3. Any 'Special Order' products will be pointed out to you during the quoting process. These products are made individual to your specification and as such we are unable to accept any changes, cancellations or returns if the manufacturing of the order has been processed. This does not affect your statutory rights.
4. If an item is ordered and you later decide it is not required, an invoice will be raised to cover the manufacturers re-stocking fee (25%) and any collection or delivery charges

5. If you have an LVT stick down floor, you must not use a steam cleaner on this, if these are used the warranty is void on the product.
6. In the unlikely event you experience any product related problem after installation you MUST contact us first. Failure to do so will invalidate your Workmanship Guarantee. For the avoidance of doubt, we will not be liable for any third-party costs unless we have expressly agreed to them in writing (an email from us being sufficient in such circumstances).
7. Product cleaning guidelines must be followed to ensure longevity of use. Aggressive cleaners will cause damage to the chrome long term and void any manufacturer warranties. Products must be returned to the showroom for manufacturer tests to be carried out. Replacements can be installed during the processing of the tests and a refund will be issued should tests confirm the product is faulty.

INSTALLATION

1. Any product delivered to your home and noted by you as damaged MUST be reported to us within 72 hours of delivery and will be dealt with under the manufacturer's warranty. A sound replacement will then be sourced as swiftly as possible.
2. We shall have no liability to you in respect of any delay or failure to deliver a product due to circumstances beyond our reasonable control, including (without limitation) delay or failure caused by adverse weather, strikes or transport problems.
3. We will dispose of anything left in the kitchen/bathroom, so please ensure before we arrive that you remove any fixtures or fittings you wish to keep or reuse.
4. We will take reasonable care however, during the removal of your old kitchen or bathroom there is a chance while removing old tiles and loosening old plaster that the vibrations may cause cracking to other walls close by. If this does happen, we'll repair the area ready for you to arrange suitable re-decoration. During this process, and throughout the installation the utmost care will be taken to ensure that the risk of damage is minimal.
5. We will need to easily access your water tanks and get above the bathroom itself to install any extractor fan or lighting. It is your responsibility to ensure such access is clear and safe for us to enter.
6. Measurements are taken from your original space and we cannot be liable for any changes in size caused by the removal or extensions which cause additional space e.g. lowering of floors, extending ceilings, bricking up a window etc. Should additional work be required due to these changes an amendment to the original quote will be required. You are required to inform us of these changes at least 7 days before install commences.
7. We will take reasonable care however, when we lift floorboards there is a possibility that the plaster on the ceiling below may crack and in some cases leave fixings visible, like nails and screws. If this does happen, we'll repair the area ready for you to arrange suitable re-decoration. Again during this process, and throughout the installation the utmost care will be taken to ensure that the risk of damage is minimal.

8. During installation, carpets in high traffic areas for bathroom access are always protected with a sticky plastic covering, unfortunately there is no such protection for walls. We will always take the utmost care when in your home, however, when handling large heavy items upstairs and through hallways minor damage, such as chips or scuffs, may occur. If this does happen, we'll repair the area ready for you to arrange suitable re-decoration.
9. When installing a shower booster pump, pump manufacturers require a minimum of 50 gallons stored water to prevent the pump running dry. In the event you have insufficient capacity in your water tanks to support the use of your required pump we will quote to provide this additional capacity, if required, during installation. In the event you do not wish to have this work carried out, we will be unable to install the shower booster pump.
10. While we are working within your home we will need to close water supplies to the bathroom. If your isolation valves, such as stopcocks, are poorly maintained and have ceased to open or close, they will need to be replaced for work to continue. These will be priced separately as an extra charge, not included in your original quotation.
11. If walls are having extensive (i.e. thick) plastering work carried out we will need to allow sufficient drying time before tiles are added. We will advise you accordingly in the event this becomes an issue or should an extension in estimated finish time be required. We require our drying times to be adhered to in order for our Workmanship Guarantee to remain valid.
12. All of our electricians are fully qualified and NICEIC registered, and in order for them to sign-off works carried out on your property they have to conform to wiring regulations (17th edition). If you require any additional works these will be priced separately and if undertaken, you will pay your electrician directly e.g. insufficient earthing or no RCD protection on the board. REMEMBER; regulations are there to protect you and your family.
13. You are advised that extensive works and/or modernising of your bathroom could lead to problems with your heating system particularly if it is old and/or poorly maintained.
14. You are required to provide us with information about your heating system e.g. age, maintenance dates and type of system, before work commences to try to avoid issues when re-filling the system following works carried out.
15. Any modifications or upgrades to your heating system required to eradicate any problems, are not included in your original quotation.
16. Should modifications, additions or changes to your heating system, quotes can be obtained for works required.
17. We always use the very best tile adhesive and although flexible sometimes cracks can appear in grout lines (only applicable on wooden floors), due to natural movement. We allow for this by 'plying' the floor and using flexible adhesive as standard. In such circumstances we cannot guarantee that cracks will not occur.
18. If carpets are lifted then re-laid they can sometimes have a baggy look about them, although this should settle down after a week or so. In the event they do not resettle, we advise you to employ the services of a professional carpet fitter who will stretch them in to place correctly.

19. In the unlikely event you experience any workmanship related problem after installation you MUST contact us first. Failure to do so will invalidate your Workmanship Guarantee. For the avoidance of doubt, we will not be liable for any third-party costs unless we have expressly agreed to them in writing (an email from us being sufficient in such circumstances).
20. All due care and consideration will be made to ensure safe keeping of pets but you are responsible for ensuring that measures are in place to safeguard them from injury or escape. We cannot be held responsible if an accident or escape occurs.

GENERAL TERMS AND CONDITIONS

1. Under the consumer Act 2015 you reserve the right to cancel any agreed services or sales contracts up to 14 days from signing the contract.
2. Start dates are given as a guide only, we will make all reasonable endeavours to start by the date given but will not accept any liability
3. In the unlikely event of you deeming our work below the standard outlined in any agreements or contracts made, you have the right to request a 'Repeat Performance' under the Consumer Rights Act 2015. Where a repeat performance is not feasible, a price reduction can be arranged instead.
4. As providers of kitchen and bathroom goods and products, we ensure our goods are of satisfactory quality, fit for their particular purpose, match descriptions or samples and are correctly installed (where agreed as part of the contract).
5. If goods provided by the Company do not meet the points outlined in the 2015 Consumer Act, on account of being faulty or provided through poor service, you have the right to tiered remedies.
6. If a defect in faulty goods is discovered within 6 months and you ask for a repair, replacement or price reduction or even the final right to reject, it will be assumed that goods were faulty at the time of delivery. After 6 months, you must prove this is the case.
7. Our workmanship guarantee is 12 months subject to final balance being payed in full. The guarantee is not transferrable following a house sale.
8. Products may have their own guarantee's that may need registering at the time of installation. This is down to the customer to register and is not covered under Frinton Kitchen & Bathroom Centre's guarantee.