



Terms & Conditions

1. DEFINITIONS

In these conditions:

- 'Conditions' means the standard terms and conditions of sale set out below, including any special terms and conditions agreed in writing by us
- 'Agreement' means any agreement between you and the company to purchase Goods
- 'Goods' means the packaged products and/or services which we shall supply in accordance with these Conditions
- 'We' means Plum-Mex Bathrooms and Kitchens which is under the trading name Plum-Mex Limited, registered in England & Wales under Company Number: 11896030.
- 'You' means the customer purchasing Goods from us and 'Your' shall be construed accordingly.

2. PRICE/QUOTES

Packaged Products:

- Quotes are subject to price increases if suppliers increase their prices before acceptance of the quote or payment by you of the deposit; we can only secure prices once quotes have been accepted and deposit payments have been made.
- The price of the Goods on quotes includes VAT.
- Delivery charges may be applicable to your order; this will be agreed at the time of the sale or in the event of a later change to your order, at that time and before change agreed
- Errors and omissions on quotes are to be accepted by the customer.
- Plum-Mex Limited cannot make delivery of Goods until they have been paid for in full.
- Acceptance of the quote and payment of the deposit is confirmation that you accept these terms and conditions and have checked that the Goods listed in the quote(s) are to the best of your knowledge correct and Plum-Mex Limited can proceed to order for you.
- The deposit is non-refundable unless we are in breach of the contract. This is in accordance with your statutory right under the sales of Goods legislation.
- Once Goods have been ordered the Customer will be liable for the cost of these.

Service:

- The price of the Service shall be the price given on the date you accept your quote and will be confirmed on your invoice.
- The price of the Service on quotes includes VAT.
- In the event of you making any subsequent changes to your installation, a new quote for that change will be sent for approval.
- At the time of quoting, every effort is made to correctly reflect the cost of installation however additional costs may be incurred for any unforeseen work that might occur/be unknown before rip-out. In the event of identifying any unforeseen issues, Plum-Mex Limited will communicate any additional cost and impact to installation/timings at their earliest convenience and agreement must be reached before any further work is progressed. Such instances may include, but not be limited to:
 - Rotten floorboards needing to be replaced

- Walls that are in a bad state needing to be taken back to brick and re-plastered
 - Uneven walls needing to be made flush
- Failure to make the initial payment when required could result in a delay or loss of installation date.
- Quotes do not include any decorating, painting or paint unless otherwise stated or quoted for.

3. INSTALLATION START DATES

- Failure to make a payment when required could result in a delay or loss of installation date.
- Whilst we will make every effort to guarantee an installation start date, there are times where delays from earlier jobs, fitter illnesses and other reasons may have an impact on this date. Plum-Mex will always communicate with you as soon as the possibility of this happening arises to agree an alternative date.

4. PAYMENTS

- **Goods:** A deposit of 50% of the Goods quote(s) will be required in order to proceed with the order. The 50% balance will be due the week prior to the mutually agreed delivery date.
- **Installations:** 80% on or before day one of installations, remaining 20% balance upon completion of the job.
- If multiple rooms are being worked on, the payment terms will be due as lined out according to the work schedule for each room.
- The payment terms exclude any outstanding snagging or replacement items that need to be undertaken. Depending on what outstanding work is required, Plum-Mex Limited will suggest an amount to withhold until the work is complete.

5. ORDER CHANGES

- Acceptance of a quote and payment of a deposit is the customer's acceptance that they are happy that the Goods are correct. Should you wish to change any element of your order, delivery date or delivery address, you should contact Plum-Mex Ltd at your earliest convenience, and we will endeavour to meet your requirements, but this may not always be possible.
- Any changes to Goods already ordered may be subject to a restocking charge by our supplier, which is payable by the Customer unless in the event of an error or oversight by Plum-Mex Limited.
- Many Goods are made to order and as such Plum-Mex Limited cannot accept modifications, amendments or variations to orders of this nature once the deposit payment has been made by the customer and the order placed with the supplier. This includes all kitchens, worktops, fitted bathroom furniture, and many vanity units.
- Kitchens and fitted bathroom furniture will be quoted for with all elements (plinths, filler panels) as per Plum-Mex Limited recommendations for finished look and quality. If the customer accepts the quote and pays the deposit for such elements it is their acceptance that the order will include all of these items, and should any independent contractors not use all of these items we are not liable for any returns or refunds unless there is a discrepancy in Plum-Mex Limited measurements or quantities ordered.

6. CUSTOMER RESPONSIBILITIES

- It is the Customer's responsibility to apply for and obtain any necessary approvals, such as planning permission, building regulation approval and listed building consent prior to the commencement of the works.
- The Customer is responsible for providing a secure space for the Goods to be delivered to.
- The Customer is responsible for moving/removing furniture that will obstruct the job. Where flooring is being laid it is the Customer's job to remove all furniture, or this can be priced for.
- All hallways and stairs used to access the rooms for storage or work must be clear of any obstacles.
- The work area must be cleared of any possessions and hygienically cleaned (bathroom/kitchen) before work can start. Failure to do so may result in a delayed start date and possibly an additional labour charge.

- The Customer must exercise due care and remove any delicate or fragile furniture or possessions from the working area or access to the working area before work commences.
- The Customer must advise Plum-Mex Limited in writing before the work commences if any items from the bathroom(s) or kitchen are to be retained and re-fitted.
- The Customer will allow Plum-Mex Limited or its subcontractors reasonable use of toilet facilities.
- The Customer will provide electricity and water for Plum-Mex Limited or its subcontractors in relation to the works.
- Plum-Mex Limited does not take responsibility for the condition of any Goods/deliveries supplied by the customer. Any problems with Goods/deliveries supplied by the customer must be sorted out by the customer and if work is delayed because of a problem with the Goods/deliveries, an additional labour cost could be incurred.
- Registering of all Goods' guarantees is the responsibility of the Customer.
- If the Customer is not fully satisfied with the work upon completion, Plum-Mex Limited must be notified of this in writing to allow us the opportunity to review the work and come to a satisfactory solution plan for the Customer.
- If a customer incorrectly completes a declaration of eligibility for VAT relief (disabled person) Plum-Mex Limited is obliged to charge the full prevailing VAT on the whole of the order and labour.
- If loft access is required, the loft should be made accessible, and items moved out of the way to gain access.

7. PLUM-MEX RESPONSIBILITIES

- Our labour is guaranteed for 1 year from the date of completion with the manufacturer's warranty in force. The guarantee will become null and void if the work completed or Goods supplied by Plum-Mex Limited is:
 - Subject to misuse or negligence.
 - Repaired, modified or tampered with by anyone other than a Plum-Mex Limited fitter or sub-contractor. Plum-Mex Limited will accept no liability for, or guarantee suitability, of materials supplied by the Customer & will accept no liability for any consequential damage or fault.
- After installation is complete, adjustments to doors, kitchen units etc. will be covered for 1 year, after which time a charge will be made for the fitter's time.
- While every effort is made to take care whilst in your home, the Customer recognises that minor damage may occur to decor, plaster and tiling during the installation work. Plum-Mex Limited will only be responsible for redecorating or making good any damage if this is the result of our negligence rather than an unavoidable consequence of having the Goods fitted.
- All gas and electrical work will be carried out by qualified engineers and pricing will be made on the basis that your property is within the legal requirements. If the gas or electrics are deemed to be unsafe or not up to regulations, then the customer will be notified of what work needs to be done and an estimate will be provided.
- If carpets are to be lifted, then they will be put back to the best of our abilities. However, the Customer may need to pay for a carpet fitter to come to refit them.
- If the central heating is to be drained down to have new radiators moved/installed, and problems occur with the boiler or radiators on refill, Plum-Mex Limited will endeavour to do everything possible to solve such issues. However, an additional charge may be incurred if a fault occurs beyond our control as this would involve a Gas Safe Engineer attending site.
- Plum-Mex Limited is only responsible for the section of plumbing/pipe work undertaken by us and is not liable for any issues with any other section of the plumbing/pipe work.
- Plum-Mex Limited plumbing prices are based on 15 mm and 22 mm pipe work. If any specialist fittings are required or oversize pipe work is used in the house, any additional cost is to be paid for by the Customer.
- The drawings of the finished kitchen or bathroom(s) are only a representation and could change due to installation restrictions, customer requirements and alterations.

8. TILES/FLOORING

- If tiles/flooring are purchased independently by the Customer, we ask that you buy at least 2sqm more than what is required, and check batch/shade numbers are all the same. Failure to

do so may result in a delayed installation start date and possibly an additional labour charge. Additional charges will be made for tiling stone tiles or smaller deco/mosaic tiles, if not agreed at the time of quoting.

- Plum-Mex Limited will always try to quote for and order the most adequate amount of tiles based on measurements and allowing for cuts and positioning etc, whilst aiming to keep them at a minimum in order to keep costs as low as possible. However, at times additional tiles may be required, and if so, all additional tiles will be chargeable to the customer.
- Plum-Mex Limited is not able to refund any unused tiles.

9. COLLECTION AND DELIVERY

- At the time of paying your deposit and confirming your order, we will give you an estimated date for arrival of your Goods. Plum-Mex Ltd cannot be held accountable for supplier delays or production issues, however, should there be delays to deliveries Plum-Mex Limited will communicate this to the customer at its earliest convenience.
- Supply-only customers should allow adequate leeway for arrival of Goods when organising contractor start dates. Failure to deliver on an estimated delivery date shall not render Plum-Mex Limited liable for damages, lost time, or any other consequential loss.
- Delivery of Goods will be deemed to have taken place when they are signed for and accepted at a chosen delivery address.
- Delivery does not include unpacking or assembly unless otherwise agreed by Plum-Mex Limited.
- The customer should inspect all Goods on delivery and advise us of any shortfall, visible damage or incorrect Goods within 24 hours. The customer should check that the number of items delivered matches the number advised on the delivery note. Please open each box and check that everything is as ordered and appears in good condition. Plum-Mex Limited will replace Goods free of charge that have been incorrectly supplied or damaged in transit but we must be notified of this within 24 hours of delivery to site.
- All damaged and incorrect Goods must be returned in their original packaging.
- Risk of damage to or loss of the Goods will pass to the customer at the time of delivery and the Goods have been signed for.
- Goods cannot be returned once fitted unless there is a defect.
- Deliveries are generally made between 9am and 5pm. A convenient delivery date will be agreed with the customer beforehand.
- If you fail to take delivery of the Goods or give us adequate delivery instructions on the date agreed for delivery, Plum-Mex Limited reserves the right to charge for subsequent delivery charges and an admin fee.
- Plum-Mex Limited will not be responsible for any damage or loss of Goods when an instruction is given to leave Goods outside.

10. REFUNDS/RETURNS

- Plum-Mex Limited cannot accept the return of or refund unwanted Goods once the quote(s) have been accepted and the deposit paid. If the customer changes their mind about a particular item, we will endeavour to change this but it may be subject to a restocking charge, as defined by the supplier.
- In the case of kitchens, fitted bathroom furniture, worktops, most vanity units, special order tiles, and any other made-to-order Goods, we cannot return or refund items. The only exception is where Goods supplied are faulty or not in accordance with the specifications of your order.
- Plum-Mex Limited cannot accept the return of or refund Goods that have been damaged or used whilst in the customer's possession.
- In the event of a refund being agreed it will be added as a credit to any outstanding invoices. In the event that all invoices have been settled, we will reimburse you within 28 days from the day after the Goods were returned. Any refunds/credits are subject to a restocking charge as defined by the supplier, being returned in their original packaging (wherever possible), and subject to inspection.

11. GENERAL

- Plum-Mex Limited is not liable for any failure or delays in completion of any of our obligations arising wholly or in part by reason for any factor beyond our direct control.
- The terms and conditions do not affect your statutory rights.
- Plum-Mex Limited reserves the right to refuse or decline work at its own discretion.
- If the customer gives their permission for us to take before and after photos we can use these on our website or our social media channels unless the customer specifically requests us not to do so.
- If the customer leaves a review on Checkatrade or one of our social media channels, we can share this on our website or our other social media channels.
- Fitters will endeavour to clean up after themselves during the installation work, however customers should expect dust and agree that we will not be liable for any cleaning expenses resulting from such dust.
- Products sold as ex-display have been installed in our showroom and may have scuffs and cosmetic damage consistent with normal use and wherever possible we will show affected areas prior to sale. Ex-display products are sold as seen and without warranty. This does not affect customer's statutory rights.