

INGLIS HALL

TERMS AND CONDITIONS

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SECTION I - PROJECT SALES

These terms together with our project letter (“PL”) to you form the basis of your agreement with us, Inglis Hall and Co Limited company number 08436507 (trading as “Inglis Hall”). In case of any conflict the PL shall take precedence over these terms. In case of any conflict between these terms and the design plans “The Plan” these terms prevail.

PAYMENTS

All payments should be made to Inglis Hall and Co Limited account number 03743012 with sort code 20-49-80, or alternatively sent to us at Block C, Units 1,2,5 & 6, Swallow Business Park, Diamond Drive, Lower Dicker, Hailsham, East Sussex, BN27 4EL. We do not accept payments by credit or debit card.

QUOTATIONS

Quotations are valid for, and open for acceptance within, 30 days. On long lead-time projects, please bear in mind that material costs such as stone, metalwork and appliance costs are subject to change with market variations.

STAGE PAYMENTS & SUBSEQUENT CHANGES

Before you make a commitment to proceed with a project such as a bespoke kitchen, or to pay us any money, we shall:

- Invite you to our workshop or arrange a meeting to learn about you and your project, and/or visit your property to carry out a survey if needed
- Record the relevant information that we understand from you in the form of a design brief
- Prepare a fully designed and costed plan, and present this to you at our workshop studio as a proposal.

This much we do free of charge, and with no obligation. If you are happy with the proposed design we will then present you with a proposal in a Project Letter, setting out the next steps, which we ask you to sign or confirm by email as the basis of our commission together, along with these terms.

Upon your agreement to proceed with the project as per the PL, stage payments for our fees will then be as follows (other arrangements can be made in the PL for projects anticipating a lead time beyond nine months or in excess of £100,000 ex VAT):

- 20% Deposit Invoice following general agreement of proposal presentation, securing your position in our workshop schedule
- We will then supply site drawings for your contractor to follow, and liaise with project contacts as required.

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- 40% Procurement invoice – relevant to lead times on appliances and materials
- 40% Manufacture invoice prior to scheduling delivery to site, less any design fees taken
- Retention invoice on successful project completion as agreed in the PL

Inglis Hall will raise invoices for each stage payment which are payable within seven working days. Interest is chargeable on late payments at 1% per month.

In the event of any changes to the project from those set out in the PL, we will prepare a revised quotation and if needed revisions to the design plans and stage payments will be adjusted accordingly. Inglis Hall reserves the right to make such reasonable additional charges in the event of changes to the works after acceptance of the original plans, specification information and/or order as set out in the PL.

In the event of changes after Inglis Hall's deposit payment has been received, we will revise our quotation, and adjustments will be made in subsequent invoices.

STORAGE COSTS

Delays within 21 days of dispatch are subject to storage fees of £100 per week or part thereof.

VAT

VAT exemption may apply on some developments (New builds, Listed buildings, and some Conversions). Inglis Hall is unable to assess whether a project qualifies for nonstandard rated VAT and will rely on information supplied by our clients. If you believe your project qualifies for reduced or zero rated VAT treatment, let us know as early as possible in the process and in advance of preparing the PL so we can address as appropriate.

Inglis Hall will issue nonstandard rated VAT invoices in good faith prior to having received proof of exemption, but retain the right to invoice for the appropriate VAT in retrospect should evidence of exemption not be forthcoming or if H.M. Customs and Excise deem that the project does not, or did not qualify. Inglis Hall will insist on proof of exemption prior to the issue and settlement of the final balance invoice.

SCHEDULING & LIABILITY FOR DELAYS AND DAMAGE

Inglis Hall try to be as flexible as possible due to how the construction industry works, however, we cannot guarantee installation dates on delayed build programs. We will always endeavor to work around delays to get projects completed as rapidly as possible.

If you are carrying out building works, we will work with you, and or your chosen contractor, to determine the optimum time to fit your kitchen in the overall schedule. Our experience has taught us that you do not want fine finished work installed too early, as it can easily be damaged or spoilt by subsequent trades. Inglis Hall reserves the right to delay installation until we deem the site is ready for us, which is usually once plastering, basic decorations, wall to wall flooring finishes, first fix electrics, plumbing and M&E are completed, dry, and an even site ambient temperature is achieved. This is in the best interest of the project.

Please allow 3 weeks total duration for kitchen installations subject to the above and exclusive of UK public holidays. This permits a 10 day turn around on stone worktops. Every effort is made to minimise this period of disruption and Inglis Hall will make commercially reasonable efforts to complete within this time but will in no instance incur any liability whatsoever for delays howsoever caused. In case of any damage caused to either materials, works or installation, from the time of delivery on site until completion, Inglis Hall, its officers, employees and contractors will not be liable unless and to the extent caused directly by their own willful neglect.

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In case of non-timely payment of invoices Inglis Hall may suspend further performance and cease all work until such payment is received, which may have an impact on scheduling and workshop space.

GUARANTEE

We take our duty of care very seriously. The service we provide is such that our clients feel exceptionally well looked after – a level of care underlined by the fact that after a year’s use we will give, if requested all our kitchens a multi-point service check around the anniversary of your final balance payment. An industry first, each service is tailored to the individual kitchen and ideally carried out by the original installer.

We build bespoke kitchens and architectural interiors that we aim to last a lifetime, which is why the guarantee on our workmanship is a “lifetime guarantee” (defined below), which means peace of mind for you, that if you should ever reasonably need us, we’ll be there.

What do you have to do to activate the guarantee?

Absolutely nothing else besides paying our invoices, having purchased one of our kitchens we have all your details and that of the project, and your guarantee is automatically in place and evidenced by these terms and our signed contract.

What does it cover?

- The structural integrity of our cabinets and their manufacture
- All hardware (hinges, handles, etc.)
- The guarantee applies to the original purchaser only and is non-transferable
- we will fix or arrange a sub-contractor (in our option) to fix

How long does it last?

It lasts as long as you live in the property (or if sooner twenty-five years) where the project was installed but will not be transferred to a new owner should you decide to move.

What does it not cover?

- The guarantee does not cover damage resulting from normal wear and tear or misuse
- The guarantee does not cover fire or water damage, contamination, radiation or effects of climate change
- Inglis Hall cannot be held responsible for any damage or problems caused if our care instructions are not followed correctly or if cabinets have been used abnormally.
- The product must not have been modified, altered, or transformed in any way and repairs must not have been attempted by anyone other than Inglis Hall staff.
- Defects or problems caused directly or indirectly by materials supplied or nominated by you and not procured from Inglis Hall’s usual suppliers.

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- Products not produced by Inglis Hall, e.g. Kitchen appliances, taps, worktops are not covered by the Inglis Hall guarantee but by the product manufacturer's guarantee (if applicable).
- Appliances, worktops, sinks, taps, paint systems and finishes, and other elements supplied to us by third parties are covered by their manufacturer's warranty where applicable, the details of which you will find in your 'care package'.

To the extent any manufacturer guarantee is issued to Inglis Hall rather than to you directly we hereby agreed to assign all rights (in so far as assignment is permitted under the terms of such guarantees) to you and provide reasonable assistance to help and enable you to claim under the relevant guarantee.

PLUMBING & ELECTRICS

We are happy to assist with arrangements for your plumbing and electrics for your project if required. We can coordinate sequencing and scheduling information to help you oversee their work including the provision of indicative site drawings after receipt of the deposit payment. Inglis Hall will not be responsible for works organized in this way. More commonly, we can work with your main contractor (though you remain responsible for paying our fees). We will issue indicative site drawings for them to work to, giving appliance positions and requirements. It is then the responsibility of the installing tradesman to ensure all works conform to current regulations. Fault detection and snagging of their installed works is the responsibility of the tradesman and or main contractor. We reserve the right to charge for damage caused by third party contractors to Inglis Hall works and materials.

YOUR RESPONSIBILITIES

Your responsibilities include the following:

Ensuring third party contractors / trades to attend site when requested by our fitters, with 24 hours or more notice so as not to delay installation.

Floor protection – ensure all relevant floors are adequately protected prior to Inglis Hall's installation. Ideal floor protection being 3mm Hardboard or 3mm Correx. For specialist floor finishes please check with your installer as to appropriate protection.

Checking that the details, specifications, materials etc. in the PL, quote and drawings meet your requirements. Any special or particular purpose or requirements as regards the intended use or specification should be made known to Inglis Hall in writing.

Ensuring that site conditions including but not limited to the fabric of building, spaces, structure, openings layout, walls, partition, boxing in, chimneys etc. for which the installation is intended which are not built or available for us to survey at the time of our pre-PL survey are actually built to sizes specified in the PL and/or site drawings, and to advise us in writing as soon as possible in the event of any deviation.

The premises suitability and all structural elements relating to the installation of the project. Any survey by Inglis Hall will only be related to the physical space for installation as can be reasonably established from non-destructive examination. You should review the PL and any site drawings to ensure suitability for your premises and in case of any doubt arrange for a structural / engineer's survey or ask us to do so on your behalf.

In the event of any problem defect or facts arising that may give rise to a claim under the Guarantee you will notify Inglis Hall in writing as soon as you become aware.

RETENTION OF TITLE

Title to and ownership of any goods or materials supplied will not transfer to you until all stage payments and amounts owing have been paid and received by Inglis Hall.

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DISCLAIMER, EXCLUSION AND LIMITATION OF LIABILITY

Please be aware that the exact quality, colour, texture and finishes of manufactured materials (as well as wood being a natural material) may vary between batches. Samples made available by Inglis Hall on the understanding and acceptance by you that these may vary from those ultimately supplied. Goods supplied in conformity with the PL (including any revisions) are not returnable by you.

Errors and Omissions Excluded: We advise all clients to check all quotes and invoices thoroughly to ensure that all the items required are included and that the amounts match previous indications. Clients should not assume that products or services are included if they are not listed. Inglis Hall is not legally bound to honor products or services quoted for in error, and retains the right to amend any quotes or invoices after issue or settlement if errors or omissions become apparent.

The maximum and full extent of liability of Inglis Hall in respect of the PL, these terms and this agreement is limited to the total value of the contract set out in the PL, other than in respect of death or personal injury. Inglis Hall will not be liable for any loss of profit, financial or consequential losses howsoever arising.

ENTIRE AGREEMENT

These terms together with the PL constitute our entire agreement and understanding in respect of the subject matter contemplated and supersedes any prior agreements or understandings. There are no terms, conditions, or obligations oral or written, express, implied or pertinent representations or matters relied upon other than those contained in these terms and the PL. No variations or amendments or waivers will be applicable unless in writing and signed by Inglis Hall.

APPLICABLE LAW AND JURISDICTION

English law shall apply and any dispute is subject to the exclusive jurisdiction of the English Courts.

SECTION 2 - PRODUCT SALES

The following terms refer to sales of individual Inglis Hall products purchased through our web shop or as additional items as part of a project sale.

Please read these terms carefully and make sure you understand them before placing any orders. By ordering any of our products you agree to be bound by these terms. We may amend these terms from time to time.

PAYMENT

Our preferred payment method for web shop orders is via our online payment link. If your order requires quotation we will issue you with an invoice upon confirmation of your quote that will include all relevant bank information for a bank transfer payment.

PRICES

All product prices are available on our website and where applicable include VAT. We reserve the right to alter our prices at any time.

It may, on occasion, be necessary for us to increase or decrease our prices, including any alterations to the rate of VAT.

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Prices shown on our website exclude delivery charges and import duties. Customers will be notified of and pay shipping costs at check-out. Inglis Hall cannot be liable for additional import duties on orders and shipments outside of the United Kingdom.

SHIPPING/DELIVERY

Inglis Hall use a one tracked service from DHL for our general shipping and trusted partners for our white glove service on large goods. For large and bespoke items that fall outside of standard courier delivery please contact us and we will supply you with a complete cost that includes shipping. Items will be dispatched when ready and should arrive within 1-3 business days. International orders may take longer.

It is the responsibility of the customer to check the access to their property and ensure that the item(s) purchased will fit through all doorways, stairwells and within the area of intended use. This is especially important for large items we sell such as tables and storage cabinets.

You are responsible for taking note of the sizes of items supplied on our website, and for supplying the correct measurements for bespoke items being ordered. We cannot accept the return of items that do not fit through doorways, or are incorrectly specified for the space.

Inglis Hall products are handmade to a very high quality, mostly to order, in our Sussex workshops or by our UK partners. This means that some items can take *up to 12* weeks to produce and arrive with you. We always endeavour to deliver more quickly whenever we can, and some smaller items and products that are held in stock will arrive much faster.

Please note that the furniture is the customer's responsibility from the point that we attempt to deliver them, and that the customer must accept the goods when they are ready to be delivered. Where the customer does not comply with our attempts to deliver, we reserve the right to cancel the entire or part of the order and charge the customer costs to cover for storage, delivery, shipping and insurance of the goods.

Our carrier will likely attempt to redeliver your items on another day, or they may leave your order in a safe place. You can contact them using the details in your dispatch email to designate this safe place if you know you're not going to be home.

Inglis Hall & Co Limited. will retain full ownership of products until such time that the goods have been paid in full.

Any changes to bespoke orders, once in production, will be chargeable. Inglis Hall reserve the right to charge an appropriate fee subject to the impact of the changes requested.

Items can be collected from our Sussex workshop free of charge. Please get in contact with us to arrange a pick up time. Alternatively, a member of our team will contact you when your order is ready for collection.

Inglis Hall cannot accept responsibility for any damage that occurs to your property or possessions whilst the delivery is in process. It is your responsibility to cover any carpets or furniture and remove any valuables from the delivery area.

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RETURNS

Change of mind:

Most products are eligible for return within 28 days of delivery. Please get in touch with office@inglishall.com within 14 days of receiving your order if you wish to return the items for whatever reason. Please include a copy of your original invoice in your package with a note stating the reason(s) for your return. The customer has a total of 28 days from the original delivery date in which to return the goods. After this period we cannot accept returns and conclude that you are satisfied with your purchase. At this point our product guarantee will apply (see guarantees section).

It is essential to keep all packaging until you are 100% satisfied with your purchase. If you wish to return your order we can only accept the product (s) if returned in their original packaging.

Any items returned to us in the condition in which they were sent will be refunded in full, excluding any delivery fees. We are unable to cover any return postage costs, or any loss or breakages that occur during the return process. We therefore recommend that returns are made using the original packaging with a tracked, insured and signed for service. You are responsible for arranging and covering the cost of returning the goods to us, and will remain responsible for all returned goods until they reach us and are accepted.

Once your return is received and inspected, we will send you an email to notify you that we have received your returned item. We will also notify you of the approval or rejection of your refund. If approved, then your refund will be processed, and a credit will automatically be applied to your original method of payment within 14 working days. For security reasons, refunds can only be given by the same method that the original payment was made.

We regret that international and bespoke or custom pieces cannot be returned, unless faulty.

Damaged goods:

We quality check our products before shipping and take great care to package our work in a way which prevents any damage in transit so your purchase should arrive in perfect condition. Upon delivery of your goods, it is your responsibility to inspect each item. Please inspect the packaging for any damage that has affected the product inside. Any goods damaged in transit should not be signed for and sent back with the courier. Please contact us within 48 hours with a photograph of the item and a member of the team will advise on the best solution. After this time Inglis Hall cannot be held responsible for goods that are no longer in our care.

GUARANTEES

While we work hard to portray items accurately on our website, variations may occur due to the calibration and settings of individual screens. Please also be aware that natural timbers will often vary in colour, tone and grain figure and some of our reactive finishes are applied by hand and therefore subject to variance. This gives every Inglis Hall product a unique identity. The images on our website should be used as an indication of the various timbers and finishes we use and items may appear slightly different on arrival.

We recommend you check the Care & Maintenance advice on the individual product specification sheets for your purchase as soon as you receive them. These are available for download on the individual product pages of our website.

Inglis Hall offers a guarantee to the original Purchaser that the products sold through the our web shop or via a direct purchase order, are free of defects in workmanship and materials and we will endeavour to either repair or replace the faulty product to a standard agreeable with the original purchaser.

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Inglis Hall will provide a repair or replace option for the following product types:

Free standing Furniture items: 2 year guarantee against structural or material Failure.

Lighting: 2 year guarantee against structural defects (excludes electrical elements)

Please note that this guarantee does not apply to:

Failure to follow product care instructions as supplied by Inglis Hall.

Damage caused by a carrier other than Inglis Hall.

Normal wear and tear or acts or omissions of parties other than Inglis Hall (including user modification).

Customers Own Material or other third party materials applied to Products.

Products not installed following instructions or damaged by careless removal of packaging.

Dramatic temperature variations or exposure to unusual conditions.

Natural variations occurring in wood, fabric, and leather shall not be considered defects, and Inglis Hall does not guarantee the colourfastness or matching of the colours, grains, textures or surface hardness of such materials.