

Terms and Conditions

The “**Seller**” means Visions of Earth.

The “**Contract**” means the terms and conditions as listed below and any other special conditions as agreed separately in writing. An email from the customer must be sent with a confirmation to proceed with the order.

Payment can be made by credit or debit card online or by telephone.

Payment can be made by cheque but funds will need to be cleared by our bank before the order will be accepted.

Upon acceptance of your order, either online or by telephone, we will debit your card with the full value of the order prior to dispatch.

All products remain the property of Visions of Earth until paid for in full.

QUOTES ARE VALID FOR 7 DAYS – we can only hold a quote for 7 days after that time a new quote will have to be sent to customer and recalculated due to price increase or decrease.

PRICING

All quoted prices are in UK sterling and include V.A.T. at the current rate. Although every effort will be made to adhere to the prices quoted on the website we do reserve the right to alter or withdraw prices without notice.

Occasionally an error may occur in the pricing on the website in which circumstances we will not be obliged to supply the products at the incorrect price.

ORDERS

Liability for the order rests with the Customer. It is the Customer’s responsibility to check that the order is correct and that the items are suitable for the use intended. The customer has 24 hrs to make any amendments to the order once it has been confirmed by the manufacturer, any errors are solely the responsibility of the customer. Visions of Earth cannot be held liable for any costs incurred to the customer due to shortages incorrect or damaged items or installation costs. Any advice or guidance provided for Visions of Earth is for guidance only and Visions of Earth will not be held liable for such advice or guidance.

Discounts or Offer Vouchers can only be redeemed against products that are not in sale. Any products already discounted will be exempt from additional discounts

DESCRIPTION

The actual colour of products supplied may vary from the website and the samples provided. Items of solid wood or veneer particularly may vary in colour and grain. The customer is not entitled to terminate the contract or make a claim against the seller on the basis of reasonably foreseeable variation in colour or grain.

While every effort has been taken to provide accurate pictures and product information on this site we cannot guarantee that colours and finishes will be exactly as seen on the site. We do not make any guarantees regarding a product's suitability for use.

DELIVERY & RETURNS

Delivery is free of charge to the majority of the UK mainland with the exception of parts of Postcodes commencing with AB,CT,DD,IV,KW, PH, PL,TQ, TR and the Channel Islands where an additional charge will apply. Our delivery

procedure is a one man delivery service TO CURBSIDE and ASSISTANCE is required with unloading. To qualify for free delivery a Minimum Order Value of £1500 including VAT applies for kitchen units only, unless adding items to an existing (undelivered) order. We do not make overseas deliveries.

The majority of deliveries will be made within 4-6 weeks of order depending upon the finish. All delivery dates are given as guidelines only. We do not accept any liability for any direct, indirect or consequential loss involved with delayed deliveries. We will advise on any non-stock items or extended delivery dates by email or telephone.

Deliveries will be made by a dedicated delivery lorry. Delivery for the kitchens will be to an easily accessible ground floor location only. Our delivery procedure is a one man delivery service TO CURBSIDE and ASSISTANCE is required with unloading.

Delivery lead times: A minimum of eight working days are required to manufacture goods, the seller will then schedule delivery on the next available vehicle traveling to the buyer's area. The seller accepts no liability for failing to deliver on the buyers requested date. If the first available delivery is not acceptable to the buyer the seller will consult with the buyer with the objective of agreeing the next available date. If the buyer fails to take delivery the delivery will be re-scheduled at the buyers cost.

Delivery to consumer address: Unless otherwise agreed in advance the buyer must arrange to meet the sellers delivery vehicle and assist with offloading failure to comply will result in the delivery being re-scheduled at buyers cost.

All products must be checked thoroughly for damage and delivery notes signed accordingly. If it is not possible to check the products while the delivery driver is present then any dispatch notes must be signed "products unchecked, as driver could not wait ". **YOU MUST THEN CHECK ALL THE PRODUCTS DELIVERED AND ANY DAMAGED OR FAULTY PRODUCTS MUST BE REPORTED WITHIN 72 HOURS OF DELIVERY.** We cannot accept responsibility for damaged items not reported within this time frame.

The Seller will not be liable for any costs, direct or indirect, incurred by the customer as a result of damaged goods or shortages.

The Customer may be requested to retain the damaged goods for a reasonable period for inspection. If the goods are not retained as requested an additional charge may be raised for replacements.

Any additional costs involved with re-delivering products through missed deliveries would be at the buyer's expense.

All products supplied are subject to a minimum 12 month guarantee. (see manufacturers brochures for exact guarantee) This guarantee is limited

PRODUCT ALTERATION

Due to brochure production some images may not be a true representation of products. Visions of Earth cannot be held responsible for manufacturer upgrades and specifications different from brochure images.

RETURNS, CANCELLATIONS AND CREDITS

KITCHEN

As all kitchen units are made to order and to specific customer choice/specification any cancellation will only be subject to the written agreement of the Seller and the Customer will be liable to any costs incurred in purchasing materials, manufacturing the items, administration costs and delivery costs to the point of cancellation.

Order Amendments :-

Additions to your order may be made at any time. However this may delay the order being delivered dependant on when additional items are added as only one delivery per order is scheduled.

Changes to your order – if any items on the original order are changed then the Customer will be liable to any costs incurred as if the items had been cancelled

– **See Above.**

All kitchens are made specifically in accordance with each customer's order and subject to your statutory rights, may not be returned unless the Products are defective or not made in accordance with the order.

APPLIANCES, SINKS AND TAPS

When purchasing appliances, sinks and taps, under the consumer credit act you may withdraw from this agreement at any time up to 7 working days after we have delivered the products to you. If you do wish to return the products they must be in perfect condition and in their original unopened packaging. Delivery costs and the return of products would be the responsibility of the customer. Any applicable re-handling charges would be advised of on request. After deducting any applicable re-handling costs we will reimburse the due credit amount to you within 30 days of receiving the products in the condition described above. All cancellations must be received in writing

THE SELLAR

The Seller shall be entitled to cancel the contract and refund the payment in the following circumstances:-

- Our suppliers cannot provide sufficient stock
- Products ordered have been discontinued

PRIVACY POLICY AND SECURITY

All personal information you supply to us will be treated in accordance with Data Protection Act. The nature of this site means that we will obtain, use and disclose (together "Use") certain information about you ("Data"). This statement sets out the principles governing our Use of Data on this Site. By registering to use the Site you agree to this Use.

When ordering goods you will need to provide certain Data such as your contact details and demographic information. We will store this Data and use it to contact you, provide you with details of our products and otherwise for the normal use and improvement of our Site.

We may also use the Data in response to surveys and to aggregate user profiles

To enable us to monitor and improve our Site, it gathers certain aggregated information about you when you use it, including details of your operating system, browser version, domain name and IP address, the URL you come from and got to and the parts of the Site you visit.

We use cookies only to store information such as your User ID and your session identifiers and password to enable us to identify whether you are registered on to the Site and, if so, to shortcut your access to the site and any

Products. We will only read cookies from your cookie file placed there through your web browser's interaction with the Site.

We endeavor to take all reasonable steps to protect your personal Data including the use of encryption technology, but cannot guarantee the security of any Data you disclose online. You accept the inherent security implications of being and transacting online over the Internet and will not hold us responsible for any breach of security unless we have been negligent or in willful default.

If you have any queries about our privacy policy, please contact us at the address provided in Clause 1.1.

GUARANTEES

All products supplied are subject to a 12 month guarantee. This guarantee is limited to:-

- the products being subject only to general domestic use
- all products being correctly installed and not subject to misuse

Guarantees will not cover consequential loss.

Please note that kitchens which have recently been plastered should be allowed to completely dry and stabilize before storing or installing your products. Failure to do this will invalidate your guarantees.

COPYRIGHT

All Information contained within this website and information provided by the Buyer remains the Intellectual Property of Visions of Earth. Any use of these trademarks, images and literature will require the written permission of Visions of Earth.

FORCE MAJEURE

The Seller shall not be liable to the Customer for any delay in supply or for any damage or defect to products supplied or delivered hereunder that is caused by any event or circumstance beyond our reasonable control (including without limitation industrial disputes, utility failure, machinery breakdown, malicious damage, fire, storm or flood).

ASSIGNMENT

The Seller may assign the Contract or any part of it to any person, firm or company but the Customer shall not be entitled to assign the contract without the prior permission of the Seller.

GOVERNING LAW

English law shall govern all contracts for the purchase of items from this Web Site and any dispute shall be subject to the jurisdiction of the English Courts. If any provisions of these terms and conditions shall be unlawful, void or for any reason unenforceable then that provision shall be deemed severable and shall not affect the validity and enforceability of the remaining provisions.