

This document outlines the terms and conditions on which we supply the products (Products) as to you. These terms and conditions do not affect your statutory rights. Please read these terms and conditions carefully before ordering any Products from us. You accept that by ordering any of our Products, you are agreeing to be bound by these terms and conditions.

1. About us

1.1 Emerald Kitchens is registered in England and Wales under company number 08933949 our registered office is 1 Laser House, The Fairway, Bushfair, Harlow, Essex, CM18 6LY

2. Pricing & Payment

2.1 All prices include VAT unless otherwise stated.

2.2 We reserve the right to amend or update our pricing at any time. Price increases do not affect orders already placed and paid for.

2.3 All orders must be paid in full before delivery. Orders placed online must be paid for in full at time order is placed.

2.4 All card payments incur an automatic 3% surcharge. This charge is not refundable on return of cancelled or defective items

2.5 Should products become subject court order removal, you as the customer agree that you are solely responsible for settlement of all fees due including bailiff and recovery costs incurred.

3. Order Cancellation

3.1 In the unlikely event that you are not satisfied with your purchase for any reason, you (the customer) have the right to cancel your order at any time before the Goods are dispatched or within 7 days of receiving the Goods.

3.2 To exercise your right to cancel, you must give us written notice either by email or post to the address given above, specifying details of the Goods which are being returned and the reasons for return, including your details and reference numbers. For full details of our Returns process, please contact our customer care team on 01279 897 980.

3.4 If you cancel your order for whatever reason within the 7 days' cancellation period as outlined in this section, you (the customer) will be responsible for return of the Goods and all costs associated with this. The Goods must be returned to us in accordance with the requirements as set out above. Special order items purchased directly from us are subject to exclusions.

4. Withdrawal and cancellation

4.1 We reserve the right to cancel your order for any reason. You will be notified of any cancellation as soon as reasonably practicable.

4.2 You can withdraw your Order by telling us of your decision to withdraw before the Contract is made, if you simply wish to change your mind or if the Product you require has a long delivery lead time without giving us a reason, and without incurring any liability to us.

The cancellation rights referred to within this Clause do not apply in the following circumstances:

- Products that are made to your specifications or are clearly personalised;
- Products which are out of stock with long lead times to which you've previously agreed;
- Products which have not been maintained in accordance with manufacturers guidelines; and
- Products which have been damaged through misuse which, after our assessment, has not been caused through manufacturing faults.

5. Defective Goods, Returns & Refunds

5.1 In the unlikely event that the Products do not conform with these Term, please let us know as soon as possible after delivery. Where a Product has been returned to us, we will examine it and, if you are entitled, we will either repair, replace or refund the price of the defective Product as soon as possible and, in any case, within 30 days of the day we confirm the repair, replacement or refund for the defective Product.

5.2 We will issue a full refund of all sums paid for Orders for Products which were cancelled during the Cooling Off Period (as products are made-to-order there is a 7-day Cooling Off Period from customer agreeing to the job being carried out, once production has begun no refunds will be issued)

5.3 These terms will apply to any repaired or replacement products we supply to you.

5.4 If a refund is due to you under this condition it will be paid to you within 30 days of the date on which we confirm a refund is due to you

5.5 You must notify us of your intention to return any products before returning it. This can be done by emailing us at ekdesigncentre@gmail.com or calling us on 01279897980. All returns must be made to our premises, failure to return products upon our request, may be subject to charge for recovery of products.

6. Delivery

6.1 Unless the contract provides to the contrary the Seller may deliver the Goods by instalments

6.2 Where delivery is to be made by instalments, each instalment shall be treated as a separate contract and delay, default or non-delivery in respect of any instalments on the part the Seller shall not entitle the Buyer to cancel the remainder of the contract.

6.3 Failure by the Buyer to pay for any instalments or delivery when payment is due shall entitle the Seller to withhold further deliveries.

6.4 If the Buyer fails to accept delivery of any Goods when tendered or in the event of any shipment or delivery of Goods being delayed at the Buyer's request or in the event of the Buyer failing to make any payment for Goods when it is due the Buyer shall be liable to the seller for all additional or excess handling, storage or other charges whatsoever thereby incurred by the Seller is then entitled to withhold.

6.5 Unless otherwise expressly agreed no times quoted, specified or agreed for the delivery of the goods by the Seller shall be of the essence of the contract.

6.6 Unless specifically otherwise agreed in writing, the Buyer shall provide adequate labour and other facilities at the point of delivery to enable the Goods to be safely and properly unloaded and shall keep the Seller indemnified from and against all claims of whatever nature arising from such unloading, other than in respect of the negligence of any servant or agent of the Seller.

7. Indemnity

7.1 Risk of damage to, or loss of, the Products will pass from us to you only on delivery or collection of the Goods. We do not accept liability for damage caused with or by the operation or installation of the Products. This includes any damage to flooring or accidental Product damage.

8. Website availability

8.1 Our site is only intended for use by people resident in the United Kingdom (mainland only).

8.2 We take all reasonable steps to ensure our website is available 24 hours every day, 365 days per year. However, if the site is unavailable at any time, for any reason, we shall not be held liable in any way.

9. Intellectual property and copyright

9.1 You are only permitted to use our website for your own purposes and you can download and print material from this website provided you do not modify any content without consent.

9.2 The copyright and other intellectual property rights in all material on this website are owned by us or our licensors and must not be reproduced without our prior consent.

9.3 No part of this website may be reproduced without our prior written consent.

10. Data protection and privacy

10.1 We can use your identity and other information about you which you give to us only to help us to comply with our duties under the law, to provide the Products and handle your payment for them and, if you give us your prior consent, to tell you about our Products, on condition that we stop as soon as you tell us in writing to stop. We promise to use reasonable care to keep that information confidential. You promise that the information that you give to us is true and, if it changes, you will tell us promptly.

11. Exclusion of liability

11.1 We have taken care to describe and show Products as accurately as possible on our site. Despite this, slight variations in Products may occur for example colours and textures may appear differently on photographs on our site than they look in reality and colours may also vary between different batches of production. If you are in doubt please visit one of our showrooms which can be found using the link on our site or contact us.

11.2 Neither we or any other party involved in producing, maintaining or delivering this website, shall be liable or responsible for any kind of loss or damage that may result to you or a third party as a result of your or their use of our website. This exclusion shall include any direct or indirect or consequential losses.

12. Severability

12.1 In the event that a provision of this Agreement is found to be unlawful, conflicting with another provision of the Agreement, or otherwise unenforceable, the Agreement will remain in force as though it had been entered into without that unenforceable provision being included in it. If two or more provisions of this Agreement are deemed to conflict with each other's operation, Emerald Kitchens Limited shall have the sole right to elect which provision remains in force.

13. Non Waiver

13.1 We reserve all rights permitted to us under this Agreement as well as under the provisions of any applicable law. Our non-enforcement of any particular provision or provisions of this Agreement or the any applicable law should not be construed as our waiver of the right to enforce that same provision under the same or different circumstances at any time in the future

14. Law and jurisdiction

14.1 This Contract will be governed by the law of England and Wales. Disputes can be submitted to the jurisdiction of the courts of England and Wales.

15. Entire Agreement

15.1 The Agreement is the final, complete and exclusive agreement of the parties with respect to the subject matter hereof and supersedes and merges all prior discussions between the parties with respect to such subject matter