

Store Terms and Conditions.

The following terms and conditions apply to all transactions processed by this site and over phone lines. Please read carefully and print a copy for reference.

1. All prices are shown in £ sterling and include V.A.T. but not delivery charges. We reserve the right to change any advertised prices at any time. The price you pay is the price displayed on this website at the time we receive your order except in the instance where an error has occurred with the data making up the information which is projected through the website. In the event that an error is discovered with the price of any goods you may have ordered we will inform you as soon as we can possibly contact you whereupon we will give you the option of amending and processing your order at the correct price or cancelling it. In the possible event that we cannot contact you we will treat the order as cancelled. If you cancel and you have already paid for the goods we will give you a full refund.

2. Delivery is free on orders over £150 and within a 25 mile radius of our showroom during the week.

Delivery will usually be within 5-10 working days depending on the product that has been ordered (i.e. excluding weekends and bank holidays). A signature will be required by the account holder unless pre arranged with a customer service advisor. Delivery dates are estimated at all times and may be delayed without prior notice, which is why we strongly advise all customers not to book fitters until they have received the relevant goods, as no claims will be accepted. Whilst we make every reasonable attempt to deliver promptly and within the estimated time frame, we cannot be held responsible for sudden stock shortages or manufacturing delays. Please note that we shall not be liable for any losses, costs, damages, charges or expenses caused by any delay in delivering goods.

To keep our prices as competitive as possible, items delivered by our own delivery drivers are only one-man deliveries. **We will only deliver to ground floor properties (unless a lift is available); this can include a maximum of 4 steps.** Please call us if this affects your order as undelivered products caused by this problem will incur a redelivery charge. Certain products may be delivered up or down a flight of stairs at a premium cost. Please call us to find out if the items you require can be delivered in this way.

Once the delivery has been accepted at the delivery address the customer has a duty of care for the goods. In the event that you, or a third party, transport the goods from the delivery address to another location we cannot be held responsible for any damages.

Whilst our own drivers are quite happy to wheel your product into an unobstructed room of your choice, we cannot be held responsible for any damage incurred. It is the customer's responsibility to protect any floor coverings to prevent damage while the products are being situated in the property.

Acceptance of your order takes place when the goods leave our warehouse. In the event of the customer failing to take delivery of the goods or cancelling the order after this point, redelivery, cancellation, collection and/or re-handling charges may be applied.

You must ensure that you can be available all day on your chosen day of delivery; if you find you cannot keep to the delivery date you must notify us before 12 noon one working day before. You cannot choose your own delivery timeslot as these are allocated by our automated route planning system. Once issued your timeslot cannot be changed, therefore you must be in to accept the delivery, otherwise a failed delivery charge of £30 (or £60 for items over 70cm in width) will apply.

Redelivery or cancellation charges may also be charged in the event that a delivery fails due to parking restrictions or other access problems (e.g. stairs or narrow doorways) which you fail to notify our telesales operators of. By booking your own delivery date at the checkout you are agreeing that there are no such access or parking restrictions which we should be aware of.

If requested we will collect old appliances for recycling on a like-for-like basis when we deliver your new item(s). We make a charge for this service to cover collection and transportation.

Additional services which have been ordered but are then declined by the customer upon delivery are non-refundable, as we allocate space for these services on our delivery vehicles. This includes 'Old Product Collection', 'Unwrap and Remove Packaging' and 'Two Man Delivery' services.

We do not give out paper invoices. We will email an order summary to you if you have given us an email address.

3. All products are subject to availability and may be changed at any time. If your order cannot be fulfilled you will be offered an alternative or given a full refund. Payment can be made by most major credit cards (except American Express and Diners Club cards). We also accept any debit card or cheque. If the customer chooses to pay by cheque then the order is created when the cheque has been received and cleared. Full payment for your goods is taken when a new order is created (only applicable to non-finance purchases).

If an order is received for a discontinued product we will provide the up-to-date equivalent automatically, providing it is available and the same price as the discontinued model. If this is not the case we will contact you.

4. Under the Consumer Protection (Distance Selling) Regulations 2000, you have the right to cancel your order within seven days of receipt of the goods, without giving a reason. The customer has the choice of returning the goods via his/her own means, or requesting a collection, in which case the cost of returning the goods to us will be deducted from the refund.

Full refunds can only be provided for items which are returned to us in their original condition. The customer has a duty of care while the goods are in their possession; we reserve the right to charge you for any damage that may have occurred whilst the goods have been in your possession. In addition, if you require us to collect we will charge £60 for all items, except range cookers over 70cm and American side-by-side fridge freezers which will be charged at £100. Cancellations after 7 days will be subject to a re-handling charge of 25% for each product. This charge also applies to any returned products which have been removed from their packaging.

Refunds will be reimbursed within 30 working days of the cancellation date. Cancellations must be requested within 7 working days. The 7 day cancellation period for each appliance commences the day after the day of delivery of that appliance. All cancellations must be sent in writing or email to our head office address (please see contact details page).

When placing your order over the phone or in store, you may be offered the choice of paying a deposit instead of pre-payment in full (e.g. for large orders or specialist items). This deposit is non-refundable should you choose to cancel the order after 14 days.

5. We will endeavour to take all possible reasonable care to keep all details of your order and payment secure. However in the absence of negligence on our part we cannot be held liable for any loss you may suffer if a third party procures unauthorized access to any data you provide when accessing or ordering.

6. Damaged goods must be reported within 48 hours of delivery. In cases of goods received damaged please retain the product (together with any packaging) and contact us within 48 hours of receipt with photographic evidence. This does not affect your statutory rights as a consumer. In the case of non-delivery please wait 7 days from the date of your order in case it has been delayed.

In the case of an item being faulty we require an inspection by a manufacturers qualified engineer to be carried out on the item where it is installed so we can ascertain the fault before we can arrange for a replacement.

Do not install any damaged or unwanted items. This counts as acceptance of goods and the item is then non-returnable and non-refundable.

A fee will be charged to cover losses associated with handling and repackaging if the item has been unpacked.

7. We offer an installation service to some areas. Please see our installation terms and conditions for more details about this service.

8. We take all complaints very seriously. If you have a cause for complaint then please write to us at the address shown on our contact page.

9. None of the above affects your statutory rights as a consumer.

10. All items carry a minimum twelve months parts and labour guarantee issued by the manufacturer which is subject to provisions that the appliance:

- Has been used solely for domestic purposes and is on domestic premises; ie. not for commercial or trade use.
- Has been used solely in accordance with the instruction book.
- Has not been subject to misuse, accident, modified or repaired by anyone other than the manufacturer's service engineers.

11. All product information shown on the website is believed to be correct and accurate from the source material (i.e. manufacturer's documentation). However we regret that we cannot be held responsible for any errors or omissions.

Head Office:

Martins of Hawkhurst

23 Cranbrook Road

Hawkhurst

Kent TN18 4AZ

We reserve the right to amend our terms and conditions clauses wherever consumer statutory rights are not affected.