

Terms & Conditions

DEFINITIONS

The term 'Condition' means the standard terms and conditions of sale set out below, including any special terms and conditions agreed in writing by us.

The term 'Contract' means any contract for Goods made between you and the Company.

The term 'Goods' means the packaged products or services which we shall supply in accordance with these Conditions.

The term 'We' means Fohën Ltd registered in England No.11858967 at Unit 4 Holly Park Mills, Calverley, Leeds, LS28 5QS. Vat no. 302 3814 45.

The term 'You' means the customer seeking to purchase the Goods from us and 'You' shall be construed accordingly.

PRICING & OFFERS

At Fohën Ltd we work tirelessly to ensure that prices listed and technical specification information is accurate at the time of purchase. However we reserve the right to make amendments to the price in order to take into account any increase in material price increases or the imposition of any taxes or duties, or if due to an error or omission the price published for the goods is wrong whether or not the order has been confirmed. In this unlikely event, we cannot be held responsible for any inaccuracies at any time. Please note that your computer may display old pages from our site which are stored in your own computer's memory from previous visits - it is important you refresh your browser when viewing any pages on our web site to see the current prices and goods available. Any price changes will be advised and agreed prior to accepting your order.

In circumstances where Fohën Ltd run additional offers and voucher promotions, these may only be used in isolation and not in conjunction with any another offer or promotion unless explicitly stated. This includes any cashback, discount code or trade account related discount. Please note that before accepting your order, if Fohën Ltd discover you are not entitled to use of the code, or do not meet any or all terms and conditions for a particular code use, we may reject your order or process without benefit or reduction. Please note, discount codes are specific to single products only and not when products are included in packages and or suites. Any

saved baskets, email or social offers may be subject to change when inside or outside of promotional periods.

Percentage saving calculations can be calculated using the manufacturer recommended retail price and the current available price for an item, or the previous sold as price. Please see additional pricing information for information of product prices after sale events end. This is normally referred to as was: X. Fohën Ltd use countdown timers for a number of different promotions, including discount code extra offers which may begin and end separately to discounted product reductions.

Fohën Ltd reserve the right to withdraw an offer, whether voucher code or reduced price, at any time.

Discount codes and additional vouchers are not available to use on orders where Finance or any other finance-based payment method is chosen. Please note that any reference to Free Delivery* is Free Standard Delivery.

SECURITY

We realise that the internet is based on trust so we make security our number one priority. Our commitment to this will remain prominent for the future. Your credit card details are sent to the banks secure servers whilst the order is processed. No card data is saved and is not visible by any member of staff. Our web server uses GEO, an independent third party organisation that provides you with proof that our secure web server is genuine. At no point are your credit card details sent over using an unsecured connection. Although some customers may be eligible to receive remarketing messages based on their browsing activity, this is intended to help those customers find the products they want easier. These emails are sent via a cookie-based opt-in system by a third party, we do not collect or store any email addresses. If you receive any emails you are not interested in receiving, please click 'unsubscribe'.

DELIVERY & COLLECTION

All delivery options and charges can be found on our Shipping and Returns page. Please note that delivery timetables are best estimates, and may be subject to change as due to seasonality, weather and other non-specified factors. All prices include VAT. For orders containing multiple items, you will be charged one fee based on the collective weight of your order, unless you specifically request specialist delivery arrangements.

Our deliveries are usually handled by Royal Mail, UPS or on larger orders, one of our pallet courier partners. Once collected from our dispatch warehouse, all orders are

the responsibility of those drivers and staff. We are unfortunately unable to give any special delivery instructions to drivers e.g. leaving products with neighbours or in sheds. Nor are we responsible for any delays the couriers or delivery companies experience. In instances where goods go missing, we have to allow 30 days in order for us to be able to successfully claim from the carrier.

When your order arrives at your address, you will be given the opportunity to check and sign for the products. During delivery, we recommend a visual inspection of your order on arrival for any obvious damages, and to ensure that all products ordered are present. You are not expected to check every item before signing for the delivery.

Once you receive your items, please do not store them away for later inspection, as if any goods received are damaged, faulty or incomplete, you must notify us within 48 hours of delivery via email or telephone, quoting your ORD number for reference. Please open each box and check thoroughly for damages. If we are notified within the given time frame, we will then organise a replacement and collection. In any situations in which customers have adhered to terms and conditions, yet have received goods that are incorrectly supplied or damaged in transit, Fohën Ltd will replace goods free of charge. Please note that in some cases, a courier will refuse to collect and we will be unable to organise a collection, for example in the case of broken glass or pottery.

Upon signing, responsibility for these products passes on to you, and any risk of damage or loss is assumed by the purchaser. We are not responsible for any goods received or unpacked by anyone other than the purchaser, so please ensure that person is present to check and sign for the goods at the supplied delivery address.

Please do not fit any damaged goods, as we will be unable to replace or refund damaged items which have been installed. If you find your goods are damaged, please get in touch with us and we'll do our best to help.

All damaged goods, wherever possible, must be returned in their original packaging. For international buyers, we cannot be responsible for any postage cost if the item is found to be faulty or damaged. In instances of international orders, product guarantees which depend on British manufacturing standards or assume the end user has a British Standard water system are no longer applicable.

Please be aware that we cannot be held responsible for any loss or damage incurred due to errors made by the purchaser during checkout, for example entering incorrect address details, so please ensure all information is correct before processing your order.

If you fail to take delivery on the date agreed, then we reserve the right to charge for any subsequent deliveries.

We advise all customers against booking any installers, or engaging in preparatory work until full receipt and inspection of your goods, and will not be liable for any tradesperson costs, consequential loss or compensation in any way. Delivery timescales are given as estimates in good faith, but cannot be taken as precise or exact information.

Do not book any trades, installers, or fitters for your Fohën Instant Boiling Water Tap, until you have received and checked the items in your order. Fohën Ltd accept no liability for tradesmen costs, contracts and any consequential losses as a result of provisions being made for installation.

Any out of stock items are listed with a target replenishment date. These are dates estimated by our suppliers, and are subject to change. We will confirm when an item is back in stock via either telephone or email, at which point arrangements can be made for your chosen delivery method.

If goods are ordered over the weekend or bank holiday, please be aware that the order date is taken as the next available working day for delivery purposes.

When goods are collected from the Fohën Ltd dispatch warehouse they become the responsibility of the designated courier. We cannot be held responsible for any delay's that the courier experiences.

For standard pallet deliveries, the responsibility of disposing of delivery packaging materials, such as pallets lies with the customer, though we do have additional delivery upgrades where pallets can be disposed of as part of the delivery service.

CANCELLATION RIGHTS

You have a right to cancel your order before despatch or within 30 days after the date of delivery by either calling us, or sending written notice of cancellation to Fohën Ltd, Unit 4 Holly Park Mills, Calverley, Leeds, West Yorkshire, LS28 5QS nor emailing us at info@fohen.co.uk quoting your order reference number. We will refund you the cost of the unwanted item within 30 days. Once you receive the cancelled order please return the item back to us within seven days of receiving the parcel.

This right of cancellation does not apply where Goods are specifically made to your specification or personalised at your request.

After 30 days from the day after the Goods have been received, you will not be able to cancel the Contract. We still may offer a credit note for goods that are unused, and in their original packaging. Please call us as early as possible to discuss.

All goods, wherever possible, must be returned unused and in their original packaging. We cannot refund goods that have been damaged whilst in your possession

We are not responsible for any return costs for unwanted items, you will need to arrange for the shipping yourself and ensure their safe return.

WARRANTY & LIABILITY

Most products available from Fohën UK Ltd are supplied with a 12-24 months manufacturer's warranty as standard, any extension or limitations will be indicated on the product details page. Carbon Purity Filters must be replaced with an approved Fohën Carbon Purity Filter every 3-6 months to maintain the warranty. Failure to replace your Carbon Purity Filter every 3-6 months can damage the boiler and tap components and will void any warranties given by Fohën Limited.

The Fohën Warranty can be extended for increased peace of mind. See the options below which are available to [purchase on the website](#).

1-year extension - £149.99 (therefore extended to 3 years in total)

2-year extension - £249.99 (therefore extended to 4 years in total)

3-year extension - £349.99 (therefore extended to 5 years in total)

GENERAL

Please note that all orders placed through our website or phone system are subject to Fohën Ltd accepting said order, at which point a contract is formed between both parties and the goods are dispatched. Title and ownership of goods will pass to the customer on delivery. Point of accepting the order is considered to be the point of process, picking and packaging at our warehouse or distribution location.

All pictures on our website are the best indication we can give of the original item and are for illustration purposes only. All images are displayed with the manufacturer's/supplier's permission.

On occasion the manufacturer may make small changes to the design of a product, due to this, the item/items you receive may have small differences to the picture

displayed on the website. The colour of goods may vary slightly from that shown on the website due to limitations of browser software and monitors.

Due to the manufacturing, buying and firing processes, there are often some variations in size, shape, colour and pattern in tiles, therefore the seller accepts no liability. In order to reduce risk, we strongly recommend the Buyer, Tiler or Tradesperson to use wherever possible tiles from the same batch.

All products are subject to stock availability at the time of ordering. While every effort will be made to ensure that all items shown are in stock we offer no guarantee of availability and this electronic publication does not constitute an offer of sale.

All prices stated include UK VAT at 20%.

Please note finance orders are only available to UK residents over the age of 18, and with a maximum age of 70.

The Contract and Conditions shall be governed by the laws of England, and you agree to submit to the non-exclusive jurisdiction of the English courts.

Any orders placed are done so on a supply-only basis. Fohen Limited does not operate an installation, maintenance or removal service. In circumstances where replacement goods are required owing to faulty goods, Fohen Limited shall despatch remedy parts in a reasonable time. Fohen Limited accepts no responsibility for the changing, removal and/or installation of replacement goods.

Any notice required or permitted is to be given by either party to the other under the Conditions these shall be in writing and addressed to the other party and delivered to the address provided at the time the order is confirmed or any subsequent or alternative address which one party may notify to the other from time to time.

These terms and conditions are executed to allow for an efficient ordering process and to allow us to deliver a great customer experience. They do not affect your statutory rights.

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