

Assembly Services - Contract Terms and Conditions

1 Our contract with you

1.1 Our contract will become binding on you and us only when we contact you And confirm that we are able to provide you with the services.

We will confirm this in writing to you via email.

Our contract is made on these terms alone.

The “Services” referred to below are for the assembly of flat pack furniture purchased on the open market in the UK intended for home assembly by the purchaser. We do not undertake any form of bespoke installation ie fitted wardrobes or fitted kitchens where custom cutting or routing is required.

“we” “our” “us” refers to FPA Dorm Ltd t/a FlatPackAmigos.co.uk.

2 Our duties to you and related matters

2.1 We will supply the services to you on the date agreed and will make every effort to complete the Services on time. However, we will not be responsible for a delay or a failure to perform due to an event outside our control.

An event outside our control means any act or event beyond our reasonable control, including for example (but not limited to), earlier jobs taking longer, road traffic congestion or other problems affecting travel and parking, strikes, civil unrest, terrorist activity or war, severe weather (including floods) or failure of telecommunications networks. If an event outside our control occurs we will contact you as soon as is reasonably possible to notify you and if we fail to remedy the situation within a reasonable time you may cancel your order if you no longer wish for us to provide the services.

We are not a party to any agreement you have with a third party such as your employer, relative or friend who has set time aside to meet us at your property, this includes booking time off work and you will not be due any compensation if the service cannot be provided at the date and time in question for the above reason.

2.2 We will need certain information from you to provide the services, this will be detailed product information, such as internet links to each item or the supplier, full product description and product code and any specific requirements, special requests or special conditions (e.g.parking restrictions, red routes, listed building status etc).

We will contact you about this. If you do not, after being asked by us, provide us with this information, or you provide us with incomplete or incorrect information, we may make an additional charge of a reasonable sum to cover any extra work that is required, or we may suspend our installation work.

We will not be responsible for any consequences you suffer where you have not provided the information to us we have requested.

2.3 Our installers will need access to the area where the work is to be carried out to provide the services. If you do not allow access to our installer, we may suspend our work. We will not be responsible for any consequences you suffer where you have not provided sufficient access.

2.4 We may have to suspend our installation work if we have to deal with technical problems, or to make improvements to the services which we agreed with you. We will contact you to let You know in advance where this occurs, unless the problem is urgent or an emergency.

3 What are we responsible for?

3.1 If we fail to comply with these terms, we are responsible for loss or damage you suffer that is a foreseeable result of our breach of the terms or of our negligence.

3.2 If we are providing services in your property, we will make good any damage to your property caused by us in the course of our work, with the exclusion of minor paint touch ups if required.

3.3 We only supply the services for domestic and private use. You agree not to use the services for any commercial, business or re-sale purpose, and we have no liability to you for any loss of profit, loss of revenue, loss of data or loss of business or for any injury to your reputation.

3.4 We do not exclude or limit in any way our responsibility for death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors, fraud or fraudulent misrepresentation, or any other loss or damage you may suffer where our responsibility to you As a consumer cannot by law be excluded or limited under current legislation in force in either the uk.

3.5 While we will take reasonable care in the provision of the Services, we shall not be held liable for any minor or cosmetic damage arising in the ordinary course of the Services. This includes, but is not limited to, spills, scratches, scuffs, minor dents, or superficial marks to property, fixtures, fittings, or the products being assembled or handled. Nothing in this clause limits or excludes liability where such limitation is not permitted under the laws of England and Wales.

4 Other Important Terms

4.1 You may only transfer your rights or your obligations under these terms to another Person if we agree in writing.

4.2 This contract is between you and us. No other person shall have any rights to enforce any of its terms.

4.3 These terms are governed by English law. You and we both agree to submit to the non-exclusive jurisdiction of the English courts. However, if you are a resident of Northern Ireland you may also bring proceedings in Northern Ireland, and if you are a resident of Scotland, you may also bring proceedings in Scotland.

4.4 If we design a product for you, we will own all the legal rights in the product, the product

design and any drafts, drawings or illustrations we make for you. Please note additional works please note that any additional works that are agreed between you and any service provider (including the installation service provider where the works fall outside of your agreed order) will form a separate contract between you and that service provider and any payments for these additional works are paid directly to that service provider. We have no responsibility for this contract or works completed.

5 Payment Terms

5.1 Payment is due on completion of the work. If required a receipt will be emailed to you within 24 hours of the job being completed. We do not offer any form of credit and will chase late payment as per clause 8.

5.2 Methods of Payment

We take a variety of payments and the current methods of payment will be indicated in the booking summary sent to you. However we do not accept cheques. Information regarding methods of payment will be supplied in the Confirmation Email sent once your booking is made.

5.3 Partial or Incomplete Work.

If the job cannot be completed for any reason, payment is required for the work done on the day. Any outstanding work will not require payment until it is completed.

5.4 Minimum Charge Where Work Cannot Be Completed

Where the Services cannot be commenced or completed due to reasons beyond our reasonable control (including misleading or withheld information by the customer about the job, lack of access, missing/incomplete parts, unsafe conditions, or third-party issues), we reserve the right to charge a minimum fee. This fee will be equivalent to the standard call-out charge or first hour rate as specified in the booking confirmation.

6 Your Appointment

6.1 We do not provide a fixed appointment time. We provide a 1 hour start time slot (such as 9am-10am, 10am-11am etc), to help us efficiently and flexibly build our diary and therefore keep our costs down.

6.2 Every effort will be made to arrive within this timeslot. If we are running late we will advise you usually via text message. Occasionally due to unforeseen circumstances we will miss appointments. In this event we will make every effort to rebook at a convenient time as soon as possible.

7 Appointment Cancellation

7.1 Cancellation by you and changes

You may cancel an appointment up to 5pm the day before free of charge. If you cancel after 5pm the day before and before midnight we reserve the right to charge you our basic call out fee first

hour payment currently in 2018 this is £50 and will be indicated in your confirmation email. If you cancel on the day of the appointment (after midnight the night before) we reserve the right to charge you the full cost of the service.

7.2 Cancellation by us Please see clause 2

8 Additional Charges

8.2 Late payment fees to cover administration chasing the debt may be levied if payment is made late. Payment is due on completion and will be deemed requested once the work is complete, then late payment will be defined as follows.

8.2.1 Online methods (such as PAYPAL which can include Debit and Credit Cards) BANK TRANSFER (via branch, telephone or internet banking) –

Payment will be considered late if not made when requested by midday the following day after payment is requested:

8.2.2 CASH

On completion of the job

8.3 Late payment fees and debt recovery.

The late payment fee is £50. This will be applied if payment for any work is not settled by 9am on the 7th calendar day after the work is done.

A second late payment fee of £50 will be applied should a Notice of Intention to Prosecute be sent. A Notice of Intention to Prosecute will be sent 14 days after the work is done if payment has not been made.

Formal debt recovery via the courts will commence after 21 days after the work is done if payment is still not made.

Requests chasing payment will be made via a variety of means such as but not limited to SMS text message, email and post.

9 Complaints

For full details of our complaints procedure please refer to our summary email or visit. To make a complaint you will need the summary email or visit the following link.

www.FlatPackAmigos.co.uk/complaints

Any complaint not dealt with to your satisfaction can be referred to the Furniture Ombudsman Scheme as indicated in the Complaints Process, whose decision is independent and binding.

9.1 Complaints and Payment

If payment has been requested before the complaint is made, payment in full is still required.

If the customer is not present at the completion of the work, a complaint must be made within 24 hours otherwise payment in full is required before any complaint can be managed.

If payment has not been requested before the complaint is made, we reserve the right to collect up to 50% of the payment due and the remainder once the complaint has been through our complaints process.

Privacy Policy Our privacy commitment to our customers

FPA Dorm Ltd is committed to protecting and respecting your privacy. This policy (together with our websites terms of use) sets out why we collect data from you and how it will be processed by us. Please read the policy carefully so that you understand our views and practices and how we will treat your data.

The data you give to us is confidential and is only disclosed in the circumstances noted in this privacy policy. By purchasing products and services from us or by browsing this website on a computer, mobile device or mobile phone application, you give your consent for this personal information to be used by us.

For the purposes of the Guide to the General Data Protection Regulation (GDPR), The FPA Dorm Ltd is both the controller and processor, our registered company address is:

FPA Dorm Ltd, 37 biggleswade Drive, Runcorn, WA7 1FY

We process your data in accordance with all relevant legislation and government policies. We ensure that we collect the information fairly and ensure that it is kept secure.

We usually retain your personal data for 13 months from the date of initial enquiry. This is to allow us to quote and complete work for you (typically within 1 month of your initial enquiry) and provide our 12 month guarantee.

We do not use your data directly for marketing purposes, however we will analyse it for our own personal use.

Nothing in these terms affects your statutory rights. To find out more information contact your local citizens advice bureau (www.citizensadvice.org.uk).