

Terms & Conditions of Business

In these conditions Redwood Kitchens / KitchenXL / InstallXL or other trading styles of SystemXL Ltd is referred to as 'the Supplier' and the person(s), company organisation or other body purchasing goods and or services is referred to as 'the Customer'; 'Contract' refers to the agreed pricing or order confirmation document with any associated schedules and or technical drawings.

1. All terms and conditions of the Contract between the Supplier and the Customer are contained in this document. No variation of this Contract shall bind either party, unless made in writing and signed by both parties.
2. Where the Customer is more than one person, their rights contained therein shall be joint, and their obligations joint and several, and the expression 'the Customer' shall mean any one or more of such persons. The giving to or service of a notice or demand upon such persons, shall be good and sufficient notice to all of them.
3. The prices detailed for supply of goods shall remain fixed and will not be subject to variation or surcharge provided that:
 - 3.1. The materials are strictly limited to that detailed in the Contract. Where there is any variation between the Contract and any technical drawing or 3D representation of the technical drawing, the Contract is deemed correct.
 - 3.2. The Supplier is not prevented by circumstances or conditions within the controls or responsibility of the Customer from completing delivery on the notified date shown on the Contract or subsequent letter of notification. Thereafter the Supplier reserves the right to pass on any price increase or expenses arising between this notified date and the actual delivery date.
 - 3.3. Any cancellation or amendments to the Contract are made within seven days of the date of the order. Any amendments made after seven days will be at the Suppliers discretion and subject to a handling charge of not more than twenty-five percent of the item or items amended.
 - 3.4. The payment terms on the Contract have been adhered to.
 - 3.5. The prevailing rate of Value Added Tax does not change or the introduction or change of other Government or Jurisdictional taxes.
4. The price detailed for Installation work is subject to the following conditions:
 - 4.1. The works defined are as comprehensive as possible based on the pre-fit survey carried out during the initial consultation and any subsequent "Technical Survey".
 - 4.2. Subsequent changes and modifications may be accommodated where possible subject to time and material constraints. Any changes made will be subject to 3.3
 - 4.2.1. Where installation work is estimated or quoted on a day or part day or hourly rate, the actual length of the work will be charged for at the Contract rate plus any materials used.
 - 4.2.2. Where works are estimated or quoted per item, because it is impossible to foresee all eventualities, some works identified may not be required during the installation and will not be charged for on the final invoice. Likewise, unidentified issues may require additional materials and or work, which could affect the total Contract price.
 - 4.3. Where additional materials and or installation work total less than £100 or for contracts over £2000 5% of the priced installation work the Customer gives permission for the work to proceed without further authorisation if not present. Any amount over will require the direct authorisation of the Customer. If the Customer is not contactable then work may stop pending authorisation.
5. Installation work is subject to the following conditions:
 - 5.1. The start date advised to the Customer either verbally or in writing is subject to the availability of the Supplier, any third party subcontractors, delivery of all products undamaged and the payment schedule adhered to.
 - 5.2. During the installation any items to be removed and or packaging materials will be stacked as neatly as possible in a convenient location close to the location of works. If specified on the Contract, the company will remove this rubbish via skip to the maximum capacity shown on the Contract. If the amount of rubbish exceeds the skip limit, it either becomes the Customers responsibility to clear the surplus or another skip will be ordered and the cost added to the final invoice.
 - 5.3. Some or all items on this Contract may be sub-contracted to one or more competent third parties.
 - 5.4. The Supplier accepts no responsibility for uneven floors, walls, or ceilings. The Supplier is also not responsible for the condition of any old items that are removed or for damage to adjacent surfaces including wall tiles, wall and floor coverings which may occur during removal.
 - 5.5. The Supplier will determine choice of materials used in the product and installation.
 - 5.6. The Customer indemnifies the Supplier of any accident that may arise after Final Completion from any electrical point (existing or to be supplied) that is within 300mm of a sink or direct heat source (as specified in Approved document P of the Building Regulations).
 - 5.7. Work may cease at any time should it be identified, or suspected that there is a situation that may cause a hazard to life or property. Where it is found that such a situation is present, work will not resume until the situation is declared safe by competent authority.
6. Payment
 - 6.1. On payment of a deposit the Customer accepts and enters into the Contract whether paperwork is signed or not.
 - 6.2. Deposits are not refundable after seven days cooling off of entering in to the Contract. Where works are scheduled to start within seven days of entering to contract, the cooling off period ends at 5pm the day before the scheduled commencement of works.
 - 6.3. All materials supplied remain the property of the Supplier until full payment has been made; however the risk in the materials shall pass to

- the Customer upon delivery. Security of materials left on site of a part completed installation shall be the responsibility of the Customer who shall liable for any theft, accidental, malicious or negligent damage however caused.
- 6.4. Failure to comply with the schedule of payments could result in delays to the work starting or continuing, and delays of ordering / delivery of materials to site.
 - 6.5. Final Completion shall be defined as the day on which all materials have been delivered and on which all major installation work has been completed. Completion of additional work required by the Customer or minor alterations and adjustments, or work to be carried out under guarantee do not constitute a valid reason for not completing the final payment.
 - 6.6. Failure to pay invoices after fourteen days of Final Completion or the invoice date whichever is the later will void any discounts on the invoice and the full invoice value will become due. All actions to recover debts will incur charges that will be added to the Customer account.
 7. The following guarantees apply to the goods and services supplied provided that all Payments have been made:
 - 7.1. All items supplied (except consumables), carry one-year manufacturers guarantee against defect unless described differently on the estimate or quotation or the manufacturers own instruction manuals subject to the terms of use in 6.4. If there is a difference between the Suppliers and the manufacturers' documentation, the manufacturers' documentation will be deemed correct.
 - 7.2. Consumable items such as bulbs and filters have a fair use warranty period of 21 days from the completion date.
 - 7.3. Installation work will be guaranteed against defects resulting from faulty workmanship for a period of 1 year from the date of Final Completion subject to the terms of use in 7.4.
 - 7.4. The guarantee does not extend to:
 - 7.4.1. an installation used for commercial purposes or that has been neglected, abused, altered, accidentally damaged, installed, modified or repaired by anyone other than the Supplier or its authorised agents.
 - 7.4.2. failure to maintain the installation in accordance with the care guidelines supplied
 - 7.4.3. normal wear and tear or colour changes arising from smoke or other environmental factors
 - 7.4.4. any item or component rendered defective by unsatisfactory planning
 - 7.5. Guarantee issues (except for appliances which are dealt directly by the manufacturer or its appointed service agent) will be dealt with by the Supplier on behalf of the manufacturer. In the event of a claim, the Supplier reserves the right to:
 - 7.5.1. Inspect the item(s) in situ before it is repaired, removed or dismantled and take photographs for use by the manufacturer
 - 7.5.2. Replace the item(s) with an alternative or updated item if the original item is no longer available. Replacement items cannot be guaranteed to be an exact colour match to the original item.
 - 7.6. The Supplier accepts no liability in contract, tort, pre-contract or other representations or otherwise for any: (a) economic loss; or (b) loss of goodwill; or (c) indirect or consequential loss, suffered or incurred by the Customer arising out of or in connection with the supply of any products or services under these terms and conditions.
 - 7.7. Subject to the other provisions of this clause 7, the Supplier's aggregate liability (whether in contract, tort or otherwise) in respect of any claim for loss or damage shall in any event be limited to a sum equal to the amount paid or payable by the Customer for the goods the subject of the claim.
 8. Complaints Procedure
 - 8.1. If you have a concern, in the first instance please talk to your salesperson or installer about the issue. In many instances problems can be fully resolved without further escalation.
 - 8.2. If you feel that the problem has not been addressed fully, please put in writing to us at the above address.
 9. General
 - 9.1. Estimates and quotations are valid for 30 days from the date of issue and replace any previous estimate or quotation written or verbal.
 - 9.2. All documentation, plans, drawings and images issued by the Supplier are subject to, and remain the copyright of the Supplier or its suppliers.
 - 9.3. The Supplier reserves the right to take and use in any way it sees fit without permission of the Customer still and moving images (including audio) of before, during and or after of the installation or associated or adjacent areas of the Customers property.
 - 9.4. Where the Customer provides keys for the Supplier or its subcontractors to enter the property they give permission for entry for the purpose of delivery or progressing installation at any time between 07:00 and 18:30 hours Monday to Saturday including Bank Holidays. Other hours to be agreed as necessary.
 - 9.5. The Customer gives permission for a temporary sign to be placed at the front of the property advertising the Supplier.
 - 9.6. The invalidity of any provision in these Terms and Conditions shall not affect the validity of any other provision.
 - 9.7. The provisions of the Contracts (Rights of Third Parties) Act 1999 shall not apply to the Contract and a person who is not a party to the Contract shall have no rights under that act to enforce any term of the Contract. This Contract is government by English law and subject to the jurisdiction of the English courts.
 - 9.8. This Contract is government by English law and subject to the jurisdiction of the English courts.

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