



JAMB JOINERY
ARCHITECTURAL

TERMS AND CONDITIONS OF JAMB JOINERY LIMITED

Please read these Terms and Conditions carefully. They form part of the contractual agreement that Jamb Joinery Limited (hereinafter “the Company”, “we”, “us”, “our”) has with you in relation to the goods and services we supply to you. In particular, they concern how the contract may be ended and our respective liabilities. They also concern your responsibilities in terms of the information you provide and the condition of the property for installation.

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1. Acceptance of Contract

- 1.1. Our acceptance of your order for our goods and/or services will take place when you sign the applicable Firm Quotation(s) or we email you to accept your order at which point a contract will come into existence between you and us. The contract consists of these terms and conditions and any Firm Quotation(s) (including the covering letter thereto) issued by us and agreed to by you.
- 1.2. If we are unable to accept your order for our goods and/or services, we will inform you of this. This might be because of unexpected limits on our resources which we could not reasonably plan for, because we have identified an error in the price or description of our goods and/or services or because we are unable to meet any deadlines you have specified. We will not be liable for any losses, costs, damages and expenses arising out of or connected to our decision to not accept your order.

2. Changes to the Goods and/or Services

- 2.1. If you wish to make a change to the order for goods and/or services you have made please contact us. We will let you know if the change is possible. If it is possible, we will let you know about any changes to the price of the goods and/or services, the timing of supply, or anything else that would be necessary as a result of your requested change and will ask you to confirm whether you wish to go ahead with the change. If you confirm you wish to proceed with the change, the amended price, timing, and other matters of which we have informed you will become binding terms of your order.
- 2.2. We may change the goods and/or services to reflect changes in relevant laws, changes in applicable health and safety requirements, changes in manufacturing requirements (provided that the changes do not have a material adverse effect on the quality or performance of the goods and/or services) and/or minor technical changes to the goods and/or service which are deviations from any specification to improve the goods and/or services. Where reasonably practicable, we will inform you of any such necessary changes.

3. Your Responsibilities

- 3.1. The quantity, quality, description and/or specification of the goods and/or the services is set out in the Firm Quotation(s), unless we otherwise agree in writing.
- 3.2. You are responsible for checking and satisfying yourself that all quantities, qualities, descriptions and/or specifications of the goods and/or the services set out in the applicable Firm Quotation(s) are accurate and adequate for your purposes.
- 3.3. You are responsible at your own expense for any removal, alteration and/or replacement of any fixtures and fittings or other items that are required by us in order to install or provide the goods and/or supply the services. Any assistance given to you by us in moving objects or items will be on a goodwill basis and is at your risk. As such, we exclude any liability relating to or arising out of providing that assistance. We will leave the property or any site in a clean and tidy state.
- 3.4. We are not able to reposition telephone or burglar alarm fittings or any other electrical connections, aerials, gas or water installations. It is your obligation to do such things should this be required for us to provide or install the goods or provide the services. If for whatever reason you do not comply with your obligations to do or organise those things to be done under this clause 3.4 we will postpone or suspend the supply of the goods and/or services until you have done so. We will charge you for goods and/or services provided to the time of postponement or suspension. This will include a charge for wasted costs relating to the individuals who have attended your property but are unable to provide or install the goods or provide the services, and who could of attended another job had you complied with this clause 3.4 prior to their attendance. The charge will be at the rate of £500 plus VAT per person at the property per day (or *pro rata* for time equal to less than a day). We exclude liability arising from or connected to any delay in carrying out the installation of goods, in providing any goods or providing services as a result of your failure to comply with this clause 3.4.
- 3.5. We do not tolerate abuse of our staff. If abuse occurs, whether verbal or physical, we will cancel the contract between you and us. In the event that this occurs, you must immediately pay us for all goods and services we have provided to you, manufactured and/or are in the process of manufacturing and

for any goods we subsequently deliver to you for installation by others and you agree to make such payments.

- 3.6. You are responsible for ensuring that the property is structurally sound, in good condition and free from material defects. We exclude any liability relating to or arising out of the property being structurally unsound, in poor condition and/or containing material defects.
- 3.7. At your expense you will:
 - 3.7.1. comply with our reasonable requests relating to the supply of the goods and/or the services;
 - 3.7.2. provide such electricity, gas, water and other necessary facilities to enable us to complete the installation of goods and the provision of any services;
 - 3.7.3. provide our employees, agents, contractors and representatives with access as reasonably required to your property to provide the goods and/or services and for the purposes of using washing and toilet facilities at your property;
 - 3.7.4. prepare and maintain the property for the delivery of the goods and the supply of the services (including identifying, monitoring, removing and disposing of any hazardous materials from your property in accordance with all applicable laws) and inform us of any such actions that you have carried out;
 - 3.7.5. inform us of all health and safety rules and regulations and any other reasonable security requirements that apply at your property; and
 - 3.7.6. obtain and maintain all necessary licences and consents required for us to provide the goods and services, including but not limited to planning permissions, listed building consent, building regulations consent, and comply with all relevant laws, licenses and consents.
- 3.8. If at your written request we manufacture and/or supply the goods and services prior to you obtaining any of the licences or consents referred to in clause 3.7, you will have to pay the price for the goods and/or services even if any licences or consents are not granted.
- 3.9. You will allow us to use any skips, ladders, scaffolding, vehicles or other equipment at the property needed for us to comply with and complete our obligations under the contract between you and us.
- 3.10. In the event of access being required to neighbouring land it will be your responsibility to ensure that access is granted. We shall not be liable for any delays arising out of or relating to your inability to gain access to neighbouring land. If there is a delay caused by your failure to ensure access to neighbouring land, clause 6 will apply.
- 3.11. Where specifications and/or drawings for the goods and/or services are supplied by you or your associates or supplied by us and checked by the project architects, you accept by entering into the contract with us that you are solely responsible for their accuracy and we will not be responsible nor liable for any errors, inconsistencies or deficiencies contained in any such specifications and/or drawings. You agree to pay to us an amount equal to all losses we sustain or suffer connected to or arising out of our use of the specifications, details, information and/or drawings that you provide to us that contain errors, inconsistencies or deficiencies.
- 3.12. We will provide the goods and begin the services on the date agreed with you during the order process. The estimated completion date for supply of the goods and or services is as told to you during the order process. The estimated delivery date for the goods is as told to you when you pay the deposit to us. If you do not make timely payment of any deposit that relates to the goods, you confirm that you understand that this will cause the estimated delivery date to be changed to a later date.
- 3.13. We are not responsible for delays outside our control. If our supply of the goods and/or services is delayed by an event outside our control, then we will contact you to let you know and we will take steps to minimise the effect of the delay. Provided we do this we will not be liable for delays caused by the event, but if there is a risk of substantial delay you may contact us to end the contract and receive a refund for any goods and/or services for which you have paid but for which we have not yet incurred costs.
- 3.14. If you do not allow us access to the property to provide the goods and/or perform the services as arranged (and you do not have a good reason for this) we may charge you additional costs incurred by

us as a result. If, despite our reasonable efforts, we are unable to contact you or re-arrange access to your property we may end the contract and clause 6 will apply.

- 3.15. We may need certain information from you so that we can supply the goods and/or services to you. If so, we will contact you to ask for this information. If you do not give us this information within a reasonable time of us asking for it, or if you give us incomplete or incorrect information, we may either end the contract (and clause 6 will apply) or make an additional charge of a reasonable sum to compensate us for any extra work that is required as a result. Any unreasonable delay in providing information may also lead to a delay in production and supply of the goods and/or services. We will not be responsible for supplying the goods and/or services late or not supplying any part of them if this is caused by you not giving us the information we need within a reasonable time of us asking for it.
- 3.16. We may have to suspend or delay (other than for reasons outside of our control) the supply of goods and/or services to:
 - 3.16.1. deal with technical problems or make minor technical changes;
 - 3.16.2. deal with problems and/or delays at a site or property other than your site or property;
 - 3.16.3. change the way we provide the goods and/or services to reflect changes in relevant laws and regulatory requirements; or
 - 3.16.4. make changes to the goods and/or services as requested by you or notified by us to you (see clause 4).
- 3.17. We will contact you in advance to tell you we will be suspending supply of the goods and/or services, unless the problem is urgent or an emergency.
- 3.18. We may also suspend supply of the goods and/or services if you do not pay. If you do not pay us for the goods and/or services when you are supposed to (see clause 6) and you still do not make payment within 14 days of us reminding you that payment is due, we may suspend supply of the goods and/or services until you have paid us the outstanding amounts. We will contact you to tell you we are suspending supply of the goods and/or services. As well as suspending the goods and/or services we can also charge you interest on your overdue payments (see clause 4.6).
- 3.19. You own a product which is goods once we have received payment in full.
- 3.20. If you refuse to take delivery or to receive the goods, then we will charge a fee for storing the goods of up to 1.5% of the net value of the goods for each week the goods are stored by us until the contract between us is brought to an end in accordance with these terms and conditions.

4. Price and Payment

- 4.1. The price of the goods and services (which includes VAT) will be the price for the goods and services stated on the Firm Quotation(s) issued to you.
- 4.2. Details relating to when and how you must pay are contained in the Firm Quotation(s) issued to you.
- 4.3. If the supply of goods and/or services is interrupted or delayed by you for more than three months after the contract between you and us is first formed, for whatever reason, we or you may terminate the contract and we will charge you for the goods and/or services provided to the date of termination. If the contract is not terminated, we reserve the right to adjust the price of the goods and services to take into account any change in material and/or labour costs. This clause does not limit in any way the compensation payable by you to us under Clause 6.
- 4.4. If any structural problems with your property are discovered at the time of installation of the goods which were not nor could reasonably have been found prior to installation, we may increase the price of the goods and/or services to cover any additional work required as a result. We will notify you of the increase by giving notice in writing. The notice will include an explanation of the need for the increase in the price. If we give you notice increasing the price under this clause you have the right to cancel our contract but you will pay us for any services already performed and any goods that have already been installed or manufactured in readiness for installation and you will be obliged to take delivery of those goods. We will be entitled to retain the deposit by way of payment or part-payment as the case may be of any amount due from you to us.

- 4.5. We will pass on changes in the rate of VAT. If the rate of VAT changes between your order date and the date we supply the goods and/or services, we will adjust the rate of VAT that you pay, unless you have already paid for the goods and/or services in full before the change in the rate of VAT takes effect.
- 4.6. We can charge interest if you pay late. If you do not make any payment to us by the due date we may charge interest to you on the overdue amount at the rate of 5% a year above the base lending rate of the Bank of England from time to time. This interest shall accrue on a daily basis from the due date until the date of actual payment of the overdue amount, whether before or after judgment. You must pay us interest together with any overdue amount.

5. Ending the Contract: the Customer

- 5.1. If you are ending a contract for a reason set out at 5.1.1 to 5.1.3 below the contract will end immediately and we will refund you in full for any goods and/or services which have not been provided. The reasons are:
 - 5.1.1. we have told you about an upcoming change to the goods and/or services or these terms which you do not agree to or have not requested;
 - 5.1.2. there is a risk that supply of the goods and/or services may be significantly delayed because of events outside our control; or
 - 5.1.3. you have a legal right to end the contract because of something we have done wrong.
- 5.2. To end the contract with us as a result of one of the reasons stated in clause 5.1.1 to 5.1.3, please let us know by writing to or emailing us.
- 5.3. If you are entitled to a refund under these terms we will refund you, as soon as reasonably practicable, the price you paid for the goods and/or services by the method you used for payment. However, we may make deductions from the price, as described below.

6. Ending the Contract: the Supplier

- 6.1. We may end the contract if you break it. We may end the contract between us at any time by writing to you if:
 - 6.1.1. you do not make any payment to us when it is due and you still do not make payment within 14 days of us reminding you that payment is due;
 - 6.1.2. you do not, within a reasonable time of us asking for it, provide us with information that is necessary for us to provide the goods and/or services; or
 - 6.1.3. you do not, within a reasonable time, allow us access to your premises or obtain the consent of your neighbours for us to access their premises to supply the goods and/or services.
- 6.2. You must compensate us if you break the contract. For the avoidance of doubt any deposit paid by you to us is non-refundable.

7. Defective Goods and Services

- 7.1. If you are a consumer, under the Consumer Rights Act 2015, we are under a legal duty to supply goods and/or services that are in conformity with this contract. Nothing in these terms will affect your legal rights. These are subject to certain exceptions. For detailed information please visit the Citizens Advice website www.adviceguide.org.uk.
- 7.2. It is your responsibility to inspect any goods that we deliver to you (or that you collect from us) and to inform us of any damage or defect in such goods within two business days of delivery. This will require you to unwrap the goods and re-wrap the goods if you are not installing them immediately.

8. Liability for Loss

- 8.1. If we fail to comply with these terms, we are responsible for loss or damage you suffer that is a foreseeable result of our breaking this contract or our failing to use reasonable care and skill, but we are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if either it is obvious that it will happen or if, at the time the contract was made, both we and you knew it might happen, for example, if you discussed it with us during the sales process. Any and all sums claimed by you under our agreement with you shall be limited to the value of the joinery we have agreed to supply.
- 8.2. We do not exclude or limit in any way our liability to you where it would be unlawful to do so. This includes liability: for death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors; for fraud or fraudulent misrepresentation or for breach of your legal rights in relation to the goods and/or services.
- 8.3. If we are providing goods and/or services on your property, we will make good any damage to your property caused by us while doing so. However, we are not responsible for the cost of repairing any pre-existing faults or damage to your property that we discover while providing the goods and services, including the right to receive products which are: as described and match information we provided to you and any sample or model seen or examined by you; of satisfactory quality; fit for any particular purpose made known to us; supplied with reasonable skill and care and, where installed by us, correctly installed; and for defective products under the Consumer Protection Act 1987.
- 8.4. Without taking away any rights or remedies from us granted and provided by clause 3, we are not responsible for and will have no liability for any errors in any specification or Firm Quotation(s) that are a result of incorrect, insufficient or erroneous information supplied by you.

9. Governing Law, Complaints, Disputes and Privacy

- 9.1. Nobody else has any rights under this contract. This contract is between you and us. No other person shall have any rights to enforce any of its terms.
- 9.2. If a court finds part of this contract illegal, the rest will continue in force. Each of the paragraphs of these terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.
- 9.3. Even if we delay in enforcing this contract, we can still enforce it later. If we do not insist immediately that you do anything you are required to do under these terms, or if we delay in taking steps against you in respect of your breaking this contract, that will not mean that you do not have to do those things and it will not prevent us taking steps against you at a later date. For example, if you miss a payment and we do not chase you but we continue to provide the goods and/or services, we can still require you to make the payment at a later date.
- 9.4. These terms are governed by English law and you can bring legal proceedings in respect of the goods and/or services in the English courts. If you live in Scotland you can bring legal proceedings in respect of the goods and/or services in either the Scottish or the English courts. If you live in Northern Ireland you can bring legal proceedings in respect of the goods and/or services in either the Northern Irish or the English courts.
- 9.5. Unless we have agreed otherwise with you, we may take pictures of the goods we have provided and/or the outcome from the provision of our services for marketing purposes. These pictures may be taken at your premises and may be shown on our website.
- 9.6. We will treat any personal information obtained about you confidentially and in accordance with the Data Protection Act 2018.
- 9.7. If you have any questions or complaints about the goods and/or services, or indeed regarding these Terms and Conditions, please contact us. You may email us at enquiries@jambjoinery.com.