

TERMS AND CONDITIONS

Please find below a copy of our general Terms & Conditions. Please note these may differ from those provide to you upon booking due to specifics of the works in question.

DEFINITIONS: In this document, the following words shall have the following meanings:

- Company means KSG Joinery which is the trading name of KSG Joinery Limited.
- Client means any person who purchases Goods and Services from KSG Joinery.
- Goods / Works mean the articles specified in the Proposal.
- Quotation means a statement of work, a payment option as so described in a verbal quotation or estimate, a written quotation or estimate or other similar document describing the Goods and Services to be provided by the Supplier.
- Supplier means KSG Joinery Limited.
- Standard Terms and Conditions means the terms and conditions of supply set out in this document and any special terms and conditions agreed in writing by the Supplier.
- Order means the confirmation to proceed with the proposal made by the client either verbally or in writing.

Validity: All quotations are valid for one calendar month from the estimate date, subject to fluctuations in the prices of materials. Prices cannot be guaranteed after this date.

Payment Terms: Unless otherwise agreed: 40% to be paid as a deposit on order, balance to be paid within 14 days of invoice date. For larger contracts payment is made by agreed valuation.

Interest on overdue payments shall accrue from the date when payment becomes due from day to day until the date of payment at a rate of 8% per month. Interest shall become due and

payable notwithstanding the fact that the account or part of it is subject to any dispute or query.

Disputes: In the event there is a dispute with the invoice or work carried out, any disputes should be raised in writing within 5 days of invoice date. Should we not receive written notification of a dispute within this time period, payment is due and any disputes will be initially dealt with internally and interest will accrue as listed above.

Variations and Extras: Any unforeseen work or variations will be agreed before commencement to a fixed quotation where possible, in all other cases a day work rate of £35.00 an hour for joinery work plus materials cost.

Cancellation: No agreement to proceed or order placed by a client, may be cancelled by the client, except with the seller's agreement made in writing, and on terms that the client shall indemnify the seller in full against all loss (including loss of profit), costs (including the cost of all labour and materials), damages, charges and expenses incurred by the seller as a result of cancellation. However, you have the right to end the contract if without reasonable cause (without affecting your other legal rights and remedies) if we stop work for 14 working days or more, without prior agreement. Any monies due will be subject to our standard payment terms.

We can suspend or cancel your order, without affecting our legal rights and remedies, in one or more of the following circumstances:-

1. If you fail to pay any interim bill and still fail to pay for 5 days after receiving a written notice demanding payment.
2. If you, or anyone you employ, or relation, or agent interfere with or obstruct the work or fail to make the site available for us (without good reason) for the contract period (or any one or more of these)
3. If you become bankrupt or go into liquidation or make a composition or arrangement with your creditors (or any one or more of these).

After we use our right to suspend this contract we can end it if you are still at fault, we will be entitled to all payments under our standard terms and conditions and any costs involved in suspending or ending the contract. We are also entitled to claim for any losses we suffer

(including loss of profits) resulting from suspending the contract. However, you can still use your legal rights and remedies under our terms and conditions of trading.

Delivery: Any time or date specified for delivery/works to be carried out is an estimate only and we will not be liable for any loss or damage whatsoever due to failure by us to deliver the goods (or any of them) promptly, nor shall delay or failure to deliver the goods promptly entitle the client to rescind the contract. Furthermore, the client is bound to accept delivery and to pay for the goods in full provided that delivery shall be tendered at any time within three months of the estimated delivery date.

Co-Operation: the client will co-operate with us and with provide us with any information reasonably required to carry out the works in a timely fashion.

The client will be responsible for provision of a 240v electrical supply and reasonable access to water, and toilet facilities at their cost.

The client will make available reasonable secure storage space for the duration of the works. Responsibility for all works carried out and/or materials delivered to site shall be at the client's risk from delivery.

Any typographical, clerical or other error or omission in any sales literature, quotation, invoice or other documentation issued by us will be subject to correction without any liability on our part.

Gas and Electrical Equipment / Appliances: owing to insurance restrictions we can not fit, adjust or attend to any electrical or gas equipment.

Decoration: our quotations do not include decoration, unless otherwise stated. All external woodwork and doors should be knotted and primed immediately if this has not been allowed for in our quotation and carried out during the manufacturing process. Doors, windows and all other woodwork should be sealed (painted or varnished) within two weeks of fixing. This is particularly important when putty is used for single glazing applications to prevent cracking. We would recommend the services of a professional decorator. A typical finish may include:

- A shellac knotting

- An oil based wood primer
- One / two coats of oil based undercoat
- One / two oil based top coats

We cannot guarantee and will not be held responsible for joinery rotting, warping, twisting or shrinking unless the above is adhered to.

Whilst all due care will be taken, we cannot be held responsible for any cracking or damage that may occur by movement or vibration in the structure during the course of the works.

Whilst all due care will be taken, we cannot be held responsible for dust/dirt that may be caused during the period of our work, nor can we be held responsible for any damage caused to personal items left within our ongoing work area. These should be removed/relocated or covered before arrival on site.

In the case of a defect arising after delivery resulting from timber movement or goods that materially deviate from the description or specification applicable to them occurring within 3 months of delivery, you should notify us in writing, within 14 days of the defect becoming apparent, supplying full details of any defects or failure to conform or timber movement. We will then rectify or replace any defective goods or goods that materially deviate from the description or specification applicable to them, provided that we are given reasonable access to the goods to inspect them and rectify any such defects.

Fully finished products should be maintained as per Tecknos UK maintenance schedule these are available on their website.

We shall be under no liability whatever to any party for any indirect loss and/or expense (including loss of profit) suffered by the client arising out of a breach by us of this contract.

Ownership: Without prejudice and in spite of delivery having been made, property in the Goods shall not pass from the seller to the client until the client has paid the Price plus VAT in full: and no other sums whatever shall be due from the client to us.

Until property in the goods / works passes to the client, the client shall store / take care of any installed works / delivered goods (at no cost to the seller) in good condition and covered by a relevant insurance policy.

Until property in the goods / works passes from the seller to the client, any / all proceeds of sale or otherwise of the goods works shall be held in trust for the seller and shall not be

mixed with other money or paid into any overdrawn bank account and shall be at all material times identified as the seller's money.

Until such time as property in the goods passes from the seller to the client: the client shall upon request deliver up such of the goods / works as have not ceased to be in existence to us. If the client fails to do so the we may enter upon any premises owned occupied or controlled by the client where the goods / works are situated and repossess them.

Force Majeure: neither party shall be liable for any default due to any act of God, war, strike, lockout, industrial action, fire, flood, drought, tempest or other event beyond the reasonable control of either party.

Law: This contract is subject to the law of England and Wales

Guarantee: The Company's obligation in the event of a breach of this guarantee is limited to the repair or replacement of any defective goods which shall be returned to the Company by the customer. This guarantee is subject to the following conditions:

1. Claims must be notified in writing to the Company within seven days from the date of delivery or (where the defect is not apparent on reasonable inspection) as soon as practicable after discovery of the defect.
2. The Company shall be under no liability in respect of any defect in the goods arising from any drawing, design or specification supplied by the customer.
3. The Company shall be under no liability if the defect or failure, in the reasonable opinion of the Company, arises from wilful damage or misuse, negligence by the customer or any third party, failure to follow the Company's instructions, or alteration or repair of the goods without the Company's prior approval.
4. The Company shall be under no liability if the price for the goods has not been paid by the due date for payment.
5. The above guarantee does not extend to parts, materials or equipment not manufactured by the Company, in respect of which the customer shall be entitled only to the benefit of any such guarantee as is given by the manufacturer to the Company

6. Except in the case of death or personal injury caused by the Company's negligence, the Company shall not be liable for any consequential loss or damage (whether for loss of profit or otherwise) or other claims for consequential compensation.

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