

**THESE CONDITIONS APPLY TO THE CONTRACT BETWEEN US FOR THE SUPPLY OF WORK AND MATERIALS DETAILED IN OUR QUOTATION.**

**PLEASE READ THE CONDITIONS CAREFULLY BEFORE SIGNING THEM. IF YOU ARE UNCERTAIN AS TO YOUR RIGHTS UNDER THESE CONDITIONS OR YOU WANT ANY EXPLANATION ABOUT THEM PLEASE WRITE TO OR TELEPHONE YOUR SALES CONTACT.**

**PLEASE SIGN ONE COPY OF THESE CONDITIONS WHERE INDICATED AND RETURN THEM TO US.**

**ONCE YOU ACCEPT THESE CONDITIONS WE WILL HAVE ENTERED INTO A LEGALLY BINDING CONTRACT.**

**NOTICE OF RIGHT TO CANCEL**

Notice of right to cancel the contract between Tucker Joinery Limited and .....

Reference: .....

Date of Notice: .....

***You have the right to cancel the contract if you wish and this right can be exercised by delivering or sending (including by electronic mail) a cancellation notice to us within the period of 7 days starting with the day of receipt of this notice. If you wish to cancel the contract YOU MUST DO SO IN WRITING and deliver personally or send this (which may be by electronic mail) to the person named below.***

The cancellation notice should be delivered or sent to:

Lee Tucker, Tucker Joinery Limited, Unit 9 Towergate Industrial Park, Colebrook Way, Andover, Hampshire, SP10 3BB or be emailed to: [Lee@tuckerJoinery.co.uk](mailto:Lee@tuckerJoinery.co.uk)

The cancellation notice is deemed to be served as soon as it is posted, delivered or emailed to us.

You may use the cancellation notice at the end of this document if you wish but you do not have to.

The Seller may commence work before the end of the cancellation period if the Buyer so requests. In such circumstances the Buyer understands that if they subsequently cancel the contract, they will be charged for the cost of any Goods and/or Joinery ordered and/or Installation carried out as the Buyer has provided (at the end of these Conditions) their express written agreement that they want the work to be started during the cancellation period.

## 1. Definitions

1.1 When the following words with capital letters are used in these Terms, this is what they will mean:

**Event Outside Our Control:** is defined in clause 10.2;

**Goods:** the goods that We are selling to you as set out in the Order;

**Joinery:** the Joinery that We are selling to you as set out in the Order;

**Order:** your order for the Goods;

**Terms:** the terms and conditions set out in this document; and

**We/Our/Us:** Tucker Joinery Limited of Unit 9 Towergate Industrial Park, Colebrook Way, Andover, Hampshire, SP10 3BB.

1.2 When We use the words "writing" or "written" in these Terms, this will include e-mail unless We say otherwise.

## 2. Our contract with you

2.1 These are the terms and conditions on which We supply Goods and/or Joinery to you.

2.2 Please ensure that you read these Terms carefully and check that the details on the Order and these Terms are complete and accurate, before you sign the Order. If you think that there is a mistake or you require any changes, please contact Us to discuss. We will confirm any changes in writing to avoid any confusion between you and Us.

2.3 When you sign and submit the Order to Us, this does not mean We have accepted your order for Goods and/or Joinery. Our acceptance of the Order will take place as described in clause 2.4. If We are unable to supply you with the Goods and/or Joinery We will inform you of this in writing and We will not process the Order.

2.4 These Terms will become binding on you and Us when We issue you with a written acceptance of an Order at which point a contract will come into existence between you and Us.

2.5 We shall assign an order number to the Order and inform you of it when We confirm the Order. Please quote the order number in all subsequent correspondence with Us relating to the Order.

2.6 Our website, catalogue and brochure are solely for the promotion of Our Goods and Joinery in the UK. Unfortunately, We do not accept orders from or deliver to addresses outside the UK.

2.7 The images of the Goods and Joinery on Our website and in Our catalogue or brochure are for illustrative purposes only. Although We have made every effort to display the colours accurately, We cannot guarantee that the printed pictures accurately reflect the colour of the Goods and Joinery. Your Goods and Joinery may vary slightly from those images.

2.8 Unless otherwise stated in our acceptance of the Order, staining or painting of Joinery items will be charged in addition to the price of the Joinery items themselves.

2.9 We will make every attempt to eliminate the expansion or shrinkage of Joinery items such as gates, doors and windows by allowing an amount of clearance, but We are not responsible or liable for any expansion or shrinkage of such items. We are also not responsible, nor are We liable, for the natural twisting, warping or colour change of any Joinery items.

2.10 If We design the product(s) for you We will own the copyright, design right and all other intellectual property rights in it/them and any drafts, drawings or illustrations We make in connection with it/them for you.

## 3. Changes to order or terms

3.1 We may revise these Terms from time to time to reflect changes in relevant laws and regulatory requirements.

3.2 If We have to revise these Terms under clause 3.1, We will give you at least one month's written notice of any changes to these Terms before they take effect.

- 3.3 We reserve the right to make any reasonable changes in the specification of the Goods or Joinery which are required to conform with any applicable safety or other regulatory requirements or, where the Goods and/or Joinery are to be supplied to Our specification, which do not materially affect their quality or performance.
- 3.4 You may make a change to the Order for Goods and/or Joinery within 7 calendar days of placing an Order by contacting Us in writing, except in the case of made-to-measure Goods or Joinery. Where this means a change in the total price of the Goods or Joinery, We will notify you of the amended price in writing. You can choose to cancel the Order in accordance with clause 11 in these circumstances.
- 3.5 If you wish to cancel an Order before it has been fulfilled, please see your right to do so in clause 11. In the case of made-to-measure Goods or Joinery, unfortunately, because We make these to your specific requirements, you will not be able to cancel an Order once it is made.
- 4. Made-to-measure goods**
- We make the Goods and Joinery according to the measurements you provide Us with. Please make sure your measurements are correct and accurate. Unfortunately We cannot accept the return of made-to-measure Goods or Joinery if the reason for the return is because you provided Us with incorrect measurements. However, this will not affect your legal rights as a consumer in relation to made-to-measure Goods or Joinery which are faulty or not as described.
- 5. Delivery of goods**
- 5.1 Please note that timescales for delivery and delivery charges will vary depending on the availability of the Goods and/or Joinery and your address. Unfortunately We do not accept orders from or deliver to addresses outside the UK.
- 5.2 We will contact you with an estimated delivery date. Occasionally Our delivery to you may be affected by an Event Outside Our Control. See clause 10 for Our responsibilities when this happens.
- 5.3 If you have asked to collect the Goods and/or Joinery from Our premises, you can collect them from Us at any time during Our working hours of [ am to pm] Monday to [Saturday].
- 5.4 If no one is available at your address to take delivery, We will leave you a note that the Goods and/or Joinery have been returned to Our premises, in which case, please contact us to rearrange delivery.
- 5.5 If we miss the delivery deadline for any Goods or Joinery then you may cancel your Order straight away if any of the following apply:
- (a) We have refused to deliver the Goods and/or Joinery;
  - (b) delivery within the delivery deadline was essential (taking into account all the relevant circumstances); or
  - (c) you told Us before we accepted your Order that delivery within the delivery deadline was essential.
- 5.6 If you do not wish to cancel your Order straight away, or do not have the right to do so under clause 5.5, you can give Us a new deadline for delivery, which must be reasonable, and you can cancel your Order if We do not meet the new deadline.
- 5.7 If you do choose to cancel your Order for late delivery under clause 5.5 or clause 5.6, you can do so for just some of the Goods and/or Joinery or all of them, unless splitting them up would significantly reduce their value. If the Goods and/or Joinery have been delivered to you, you will have to return them to Us or allow Us to collect them, and We will pay the cost of this. After you cancel your Order We will refund any sums you have paid to Us for the cancelled Goods and/or Joinery and their delivery.

- 5.8 Delivery of an Order shall be completed when We deliver the Goods and/or Joinery to the address you gave Us or you collect them from Us and the Goods and/or Joinery will be your responsibility from that time.
- 5.9 You own the Goods and/or Joinery once We have received payment in full.

**6. If the goods are faulty**

As a consumer, you have legal rights in relation to Goods and Joinery that are faulty or not as described. Advice about your legal rights is available from your local Citizens' Advice Bureau or Trading Standards office. Nothing in these Terms will affect these legal rights.

**7. Seller's guarantee of goods**

7.1 We guarantee that on delivery and for a period of 2 years from delivery, the Goods shall be free from material defects. However, this guarantee does not apply in the circumstances described in clause 7.2.

7.2 This guarantee does not apply to any defect in the Goods arising from:

- (a) fair wear and tear;
- (b) wilful damage; abnormal storage or working conditions; accident; negligence by you or by any third party;
- (c) if you fail to operate, use or maintain the Goods in accordance with the user instructions;
- (d) any alteration or repair by you or by a third party who is not one of Our authorised repairers; and
- (e) any specification provided by you.

7.3 This guarantee is in addition to, and does not affect, your legal rights in relation to Goods that are faulty or not as described.

7.4 We guarantee that any Joinery We provide will be free from material defects for a period of 10 years following fitting and where appropriate, we will provide a FENSA Certificate. If We do not fit the Joinery, Our work is guaranteed for 1 year. In both instances the guarantee will not apply to any defect in the Joinery arising from:

- (a) fair wear and tear;
- (b) wilful damage; abnormal storage or working conditions; accident; negligence by you or by any third party;
- (c) if you fail to operate, use or maintain the Joinery in accordance with the user instructions;
- (d) any alteration or repair by you or by a third party who is not one of Our authorised repairers; and
- (e) any specification provided by you.

7.5 This guarantee is in addition to, and does not affect, your legal rights in relation to Joinery that is faulty or not as described.

**8. Price and payment**

8.1 The price of the Goods and Joinery will be set out in Our price list in force at the time you place your Order. Our prices may change at any time, but price changes will not affect Orders that you have already placed.

8.2 These prices include VAT. However, if the rate of VAT changes between the date of the Order and the date of delivery or performance, We will adjust the rate of VAT that you pay, unless you have already paid for the Goods and/or Joinery in full before the change in the rate of VAT takes effect.

8.3 The prices for the Goods and Joinery excludes delivery costs, which will be added to the total amount due.

- 8.4 Where We are providing Goods and/or Joinery to you, you must make payment in advance by credit or debit card. We will not charge your credit or debit card until We despatch the Goods and/or Joinery to you.
- 8.5 If you do not make any payment due to Us by the due date for payment, We may charge interest to you on the overdue amount at the rate of 3% a year above the base lending rate of Lloyds Bank PLC 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. However, if you dispute an invoice in good faith and contact Us to let Us know promptly after you have received an invoice that you dispute it, clause 8.5 will not apply for the period of the dispute.
- 8.6 If you use third party fitters and We are subsequently asked to fit the Goods or Joinery because they are unable to, We will charge you £35 per hour for doing so.

## **9. Our liability to you**

- 9.1 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 Our negligence. Loss or damage is foreseeable if it is an obvious consequence of Our breach or if it was contemplated by you and Us at the time we entered into this contract.
- 9.2 If We are installing the Goods or Joinery in your property, We will make good any damage to your property caused by Us in the course of installation. However, We are not responsible for the cost of repairing any pre-existing faults or damage to your property that We discover in the course of installation by Us.
- 9.3 We only supply the Goods and Joinery for domestic and private use. You agree not to use the Goods or Joinery for any commercial, business or re-sale purpose, and We have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.
- 9.4 We do not exclude or limit in any way Our liability for:
- (a) death or personal injury caused by Our negligence or the negligence of Our employees, agents or subcontractors;
  - (b) fraud or fraudulent misrepresentation;
  - (c) breach of the terms implied by section 12 of the Sale of Goods Act 1979 (title and quiet possession);
  - (d) breach of the terms implied by sections 13, 14 and 15 of the Sale of Goods Act 1979 (description, satisfactory quality, fitness for purpose and samples); and
  - (e) defective products under the Consumer Protection Act 1987.

## **10. Events Outside Our Control**

- 10.1 We will not be liable or responsible for any failure to perform, or delay in performance of, any of Our obligations under these Terms that is caused by an Event Outside Our Control.
- 10.2 An Event Outside Our Control means any act or event beyond Our reasonable control, including without limitation, strikes, lock-outs or other industrial action by third parties, civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not) or threat or preparation for war, fire, explosion, storm, flood, earthquake, subsidence, epidemic or other natural disaster, or failure of public or private telecommunications networks.
- 10.3 If an Event Outside Our Control takes place that affects the performance of Our obligations under these Terms:
- (a) We will contact you as soon as reasonably possible to notify you; and
  - (b) Our obligations under these Terms will be suspended and the time for performance of Our obligations will be extended for the duration of the Event Outside Our Control. Where the Event Outside Our Control affects Our delivery of Goods or Joinery to you,

We will arrange a new delivery date with you after the Event Outside Our Control is over.

- 10.4 You may cancel the contract if an Event Outside Our Control takes place and you no longer wish Us to provide the Goods or Joinery. Please see your cancellation rights under clause 11. We will only cancel the contract if the Event Outside Our Control continues for longer than 6 weeks in accordance with Our cancellation rights in clause 11.

## **11. Your rights to cancel and applicable refund**

- 11.1 Before the Goods and/or Joinery are delivered, you have the following rights to cancel an Order (other than an Order for made-to-measure Goods or Joinery) including where you choose to cancel because We are affected by an Event Outside Our Control or We change these Terms under clause 3.1 to your material disadvantage:

- (a) you may cancel any Order for Goods or Joinery within 7 calendar days of placing an Order by contacting Us in writing. We will confirm your cancellation in writing to you;
- (b) if you cancel an Order under clause 11.1(a) and you have made a payment in advance for Goods or Joinery that have not been delivered to you, We will refund that amount and any delivery charges to you;
- (c) unfortunately, if you cancel an Order for Goods or Joinery under clause 11.1(a) and We have already despatched the Goods or Joinery to you, We will not be able to cancel your Order until it is delivered. In this case, if you return the Goods or Joinery to Us, We will have to charge you the cost of collection or you will have to pay the cost of returning the Goods or Joinery back to Us. This will not affect your refund for the Goods or Joinery themselves, but we will not refund any charges for delivery and any charge for collection will be deducted from the refund that is due to you.

- 11.2 Unfortunately, as the made-to-measure Goods and Joinery are made to your requirements, you will not be able to cancel your Order once made (but this will not affect your legal rights as a consumer in relation to made-to-measure Goods and Joinery that are faulty or not as described).

## **12. Our rights to cancel and applicable refund**

We may have to cancel an Order before the Goods or Joinery are delivered due to an Event Outside Our Control or the unavailability of stock. If this happens:

- (a) We will promptly contact you to let you know;
- (b) if you have made any payment in advance for Goods or Joinery that have not been delivered to you, We will refund these amounts to you;
- (c) where We have already started work on your Order for made-to-measure Goods or Joinery, We will not charge you anything and you will not have to make any payment to Us.

## **13. Information about us and how to contact us**

- 13.1 We are a company registered in England and Wales. Our company registration number is 8641869 and Our registered office is at Fleming Court, Leigh Road, Eastleigh, Hampshire, SO50 9PD.

- 13.2 If you have any questions or if you have any complaints, please contact Us. You can contact Us by telephoning 01264 365113 or by e-mailing Us at [Lee@tuckerJoinery.co.uk](mailto:Lee@tuckerJoinery.co.uk).

- 13.3 If you wish to contact Us in writing, or if any clause in these Terms requires you to give Us notice in writing (for example, to cancel the contract), you can send this to Us by hand or by pre-paid post to Tucker Joinery Limited at Unit 9 Towergate Industrial Park, Colebrook Way, Andover, Hampshire, SP10 3BB or by email to [Lee@tuckerJoinery.co.uk](mailto:Lee@tuckerJoinery.co.uk). We will confirm receipt of this by contacting you in writing. If We have to contact you or give you

notice in writing, We will do so by e-mail, by hand, or by pre-paid post to the address you provide to Us in the Order.

**14. How we may use your personal information**

14.1 We will use the personal information you provide to Us to:

- (a) provide the Goods and/or Joinery;
- (b) process your payment for such Goods and/or Joinery; and
- (c) inform you about similar products or services that We provide, but you may stop receiving these at any time by contacting Us.

14.2 We will not give your personal data to any third party.

**15. Other important terms**

15.1 We may transfer Our rights and obligations under these Terms to another organisation, and We will always notify you in writing if this happens, but this will not affect your rights or Our obligations under these Terms.

15.2 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.

15.3 If We fail to insist that you perform any of your obligations under these Terms, or if We do not enforce Our rights against you, or if We delay in doing so, that will not mean that We have waived Our rights against you and will not mean that you do not have to comply with those obligations. If We do waive a default by you, We will only do so in writing, and that will not mean that We will automatically waive any later default by you.

15.4 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.

**CANCELLATION NOTICE**

*Complete, detach and return this form only if you wish to cancel the contract.*

To:

Lee Tucker  
Tucker Joinery Limited  
Unit 9 Towergate Industrial Park  
Colebrook Way  
Andover  
Hampshire  
SP10 3BB

I/We ..... hereby give notice that  
I/we wish to cancel my/our contract (reference number: .....).

Signed: .....

Print Name(s): .....

Date: .....