

WSZ JOINERS LIMITED - TERMS AND CONDITIONS

ORDERS All orders received and estimates accepted will be on the basis of our trading conditions and any contract between us will be deemed to include them whether by specific reference or not. Acceptance of our estimate or instructions to carry out works will deem acceptance of our conditions. Instructions issued by a third party (Main Contractor, Letting Agency, Architect, etc.) on behalf of the client will deem acceptance of our terms and conditions by the client.

ESTIMATES All estimates are issued free but carry the following restriction of use: Estimates may not be used in the application of a Building Society or Bank Home Improvement loan without prior permission of WSZ Joiners Limited. Only accepted estimates may be used in this manner. A charge of £25.00 will be made for an unsuccessful estimate being used in such an application. Our estimates are generally valid for a period of 30 days, however if any materials included in the estimate are subject to a major price increase by our suppliers these will be passed on to the customer (after written notification has been given). Where an estimate is given inclusive of VAT, this will have been based on the rate of VAT at the date on the estimate. If the government changes the rate of VAT, the new rate would be applied at the time of invoicing. It is the client's responsibility to ensure that if an estimate is compiled from architect plans, we are supplied with the most recent plans and notified of any amendments or changes to said plans. Estimates to Main Contractors will only include a main Contractors discount if clearly stated on the estimate.

ACCEPTANCE OF ESTIMATE / ISSUE OF WORKS ORDER / INSTRUCTION TO WORK / RIGHT TO CANCEL Unless works are subject to a written contract the following terms are applicable for all general works: We reserve the right to withdraw our estimate, even if accepted, at any time until commencement of work. Acceptance of our estimate does not guarantee a specific start date. All start dates are negotiable and subject to change. While we can intimate completion dates, we do not guarantee that all works will be finished by the date given. We accept no responsibility for late completion of any works. It is the client's responsibility to ensure that any required planning consent or building warrant is in place prior to the start of the works. Although we try to provide continuity of work, we do not guarantee that there will be tradesmen on-site at all times and as we supply emergency cover for several contracts we hold, we reserve the right to remove our labour to attend to these works at any time. Deposits may be requested for larger jobs to cover initial supply of materials. After acceptance of our estimate or from the date of authorising any works to be undertaken on your behalf, the client can cancel acceptance or withdraw authorisation to work within seven days from this date - Please note that no goods will be ordered with suppliers during this period. Cancellation may also be acceptable without penalty providing we have not ordered any non-returnable materials. If non-returnable materials (made to measure windows, doors, etc.) are ordered and unable to be cancelled, these items will be delivered and charged for. Stock materials purchased for agreed works that require to be returned due to cancellation of works may be subject to a restocking charge which will be passed on to the customer. If we cancel other works to carry out works for you and these works are subsequently cancelled a penalty may be charged amounting to no more than two full days labour at current rates. Deposits cannot be refunded if non-refundable materials are ordered on the clients behalf. It is the Client (or their agents) duty to ensure that all necessary permissions, if required, are in place prior to instructing any works by us. This particularly applies to building warrants, planning permission and works to listed buildings. If access is required through adjoining properties, neighbours permission must be sought.

WORKS TO CUSTOMERS OWN GOODS All works to customers own materials are carried out at the customers own risk and no claim can made against us for damages to same or the replacement cost of such items. Examples include works to and around glass, trimming doors to clear carpets, etc. If we undertake to install or fit items supplied by the customer such as kitchen units, doors, locks, etc., the work to such items will be at the customers own risk and no claim can be made against us for any damages to same, whether caused by us or not.

ADDITIONAL WORKS / DAY WORKS Additional works requested by the client will be charged at our current day works rate with materials charged at trade price plus 20%. Additional works required due to unforeseen circumstances will be estimated and only carried out if the price is agreed. Day works rates are available on request.

PAYMENT All accounts are due on receipt of invoice date and always within 7 days unless otherwise negotiated. Interest on overdue accounts will be charged at a rate of 5% per month above Royal Bank of Scotland base rate and include an administration fee. All legal and professional fees and charges incurred in the collection of overdue accounts will be charged. Complaints/disputed items should be notified in writing to our office within 7 days from receipt of invoice. A deposit may be required when non-returnable or made to measure goods are to be ordered. Requests for interim payments may be made for larger priced contracts. We will generally produce an invoice when an approximate value of £2,500.00 of work has been carried out. We reserve the right to withdraw our labour until interim payments have been made.

INSURANCE & GRANT WORK If all or part of the account is to be settled by your (or a third party) insurance company, this does not change our due date unless payment is to be made direct to us by the insurance company. Delays in payments from your insurance company cannot be passed on to us and payment of the account is not subject to receipt of insurance company cheques. Our contract is with the person or person instructing the works and not with the insurance company. These terms also apply to local authority grants. We accept payment by cheque, cash & debit card. We also accept payment by credit card but have to add a further 2.5% surcharge to accounts settled this way.

RETENTION OF TITLE The ownership of the goods and materials supplied shall remain the property of WSZ Joiners Limited until all relative invoices are paid in full. In the event of default of payment, access will be allowed to recover said goods and materials. The responsibility of the goods will pass to the purchaser on delivery to site. Goods returned, no longer fit for purpose will be charged in full. Only goods that are accepted as a return by our suppliers will be refunded (subject to re-stocking charge). If part payment has been made, this will be credited to any labour charge first, before remainder (if any) being allocated to the goods supplied.

OUR COMMITMENT AND GUARANTEE All work carried out by Time Served Tradesmen and covered by Public Liability Insurance. All work is guaranteed for a period of one year. Goods supplied are guaranteed for one year. Certain goods may carry an extended manufacturers guarantee or warranty. The guarantee will not take effect until all related invoices are paid for in full. Guarantees do not apply to goods that have not been supplied by us. Guarantees are not transferable unless specifically requested and given in writing. Guarantee of materials fitted in an external environment will only apply if the materials have been painted/treated by a recognised professional tradesman. It should be noted that timber is a natural product and is subject to movement (shrinkage and expansion) depending on its surrounding conditions. All external joinery requiring paint finish must be carried out by a professional painter. All guarantee claims or complaints should be sent in writing to our office. We will attend to all complaints within seven days of receiving them (allowing for holiday periods). We will endeavour to address all complaints or disputes to the complete satisfaction of the customer at all times.

Terms & Conditions last updated 13/07/2011