

Terms and Conditions of Sale – Raymond Good (Joiners) Ltd.

1. These Terms and Conditions apply to all quotations and offers of all contracts entered into by Raymond Good (Joiners) Ltd. They may only be amended in writing by a Director of Raymond Good (Joiners) Ltd.
2. The term Seller shall refer to Raymond Good (Joiners) Ltd. and shall include the agents and subcontractors duly appointed by the Seller with the exception only to the reference of Raymond Good (Joiners) Ltd. in clause 1 above. The term Buyer shall refer to the addressee overleaf and shall include the agents and representatives duly appointed by the Buyer.
3. In the absence of main contract documents being provided with your enquiry for the Seller's consideration, this quotation has been prepared in accordance with the following Terms and Conditions and details the Buyer has submitted to us. Unless specifically otherwise agreed and confirmed as above, these Terms and Conditions shall prevail over all other documents related to a contract or sale.
4. Under no circumstances shall time be the essence of this contract or order.
5. Estimate prices are firm in respect of both labour and materials and will be held for 30 days from date of estimate. After this time a review will be required and prices may be subject to revision. All quotations are subject to site survey.
6. Quotation prices are based on quantity manufacture of the Buyer's requirements. Any individual or one off items required outside of these parameters will have variations in costing.
7. Site surveys are not allowed for in the price. Site surveys can be arranged in order for the Seller to take manufacturing sizes (if applicable). Any site visits will be charged at £50.00 per hour plus VAT and will be added to the final costs at the discretion of the Seller. Allowance has been made for one visit by the Buyer to the workshop to discuss design issues. The Seller reserves the right to make a charge for meetings of over one hour duration, or where excessive time has been taken in design and knowledge transfer without a resultant order.
8. The Seller reserves the right to change the designs submitted by the client in order to meet current legislation, or to improve the design where it is considered incorrect. Any such changes will be notified to the Buyer prior to manufacture.
9. After final details have been agreed and manufacturing detail has been prepared, any amendments by the Buyer involving alterations to the sizes or specifications in the original estimate must be notified in writing. These are liable to additional charges at standard rates for labour and materials. Any amendments must be approved by both parties prior to commencement of manufacture. Amendments may affect the original estimated delivery date.
10. The Buyer has a 7-day period after signing a contract in which to cancel it, in writing without penalty. This cancellation period only applies to contracts signed as a result of an unsolicited call or visit.
11. Goods are available ex-works normally 4 to 6 weeks from acceptance of order, although these are subject to change and will be specified in the main quotation documents. Standard Supply and Fit prices include delivery. When goods are on a Supply Only basis, items are to be collected by the Buyer. Delivery can be arranged at a cost to the Buyer of not less than £40 plus VAT. However, the Buyer is deemed to have taken delivery at the Seller's workshop and is liable for all freight costs, insurance and other expense items to get the goods transported to the Buyer's premises.
12. If delivery is arranged by the Seller, the Buyer must ensure there is enough labour on his premises to unload the vehicle. Any shortages or damage incurred must be reported to the seller and followed up in writing within 5 days. Any replacement items required that are damaged on site will be charged at current rates.
13. Fitting of Products is normally into prepared openings by others. However, minor building work can be quoted as an extra. Finish of the surround to windows and doors is by means of sealants. Should any additional finishing items be required, the Seller would advise on discovery. If a survey has been declined, responsibility of sizes and fitting details are the responsibility of the Buyer.
14. During installation, the Seller expects free of charge the following: electricity supplies to within 30 metres of work area; a safe working environment; scaffolding if required; the use of toilet facilities if required; if there are parking or loading difficulties in the area, please advise the Seller; fitting costs are based on one continuous visit.
15. If installation is provided by the Seller, all surrounding areas should be clear of ornaments, decorations and window dressings etc. Should any items need moving on behalf of the Buyer, the Seller will not be held liable for any damages.
16. All prices are net of any discounts and exclude VAT.
17. Payment for account customers is due within 30 days of invoice date. Orders will not start being processed until receipt of written order.
18. Any payments received shall be allocated to outstanding invoices in the first instance Any excess will then be held as a payment on account at our discretion.
19. Non-account customers are required to pay 40% deposit with order, followed by the balance for supply upon collection/delivery. Non-availability of funds upon an agreed delivery attempt will result in additional delivery costs. These will subsequently be passed on to the Buyer. Any fitting costs become due once installation is complete. Orders will not start being processed until receipt of deposit.
20. Payment must be made by credit card, cheque, in cash or by electronic bank credit. The seller reserves the right to allow time for bank clearance of cheque payments. If the Buyer is paying by credit/debit card, the card will be debited on acceptance of the order so as to ensure that sufficient funds are available in the account. A 1.5% charge will be made for payment by credit card.
21. Delivery periods (e.g. 6-8 weeks, 8-10 weeks etc.) stated will run from the date of the receipt of a deposit, or in the case of account customers from the date of receipt of written order.
22. The Seller reserves the right to charge interest at 5% above Barclay's base rate if payments are not received from the Buyer within these terms.
23. Goods remain the property of The Seller until paid for in full.
24. For Health and Safety reasons, the Seller can only install above ground floor level provided stairways have been constructed and floors have been boarded.
25. Making Good costs (e.g. plastering, trimming, electrical works, plumbing, lead work, aerial or cable relocation etc.) are not included in any pricing, except through prior written agreement.
26. All materials are sanded with an 80 grit paper, ready for decorators to prepare product to their preferred finish prior to decoration. Please note this means no filling, priming, sealing, polishing, ironmongery or fitting included unless otherwise stated.
27. Due to the nature of natural products such as wood, colour deviations are normal and to be expected. When timber is joined, colours are matched as best as possible but matches cannot be guaranteed to be exact.
28. Timber will react in excess temperature, light and humidity. All goods supplied must be stored, treated and fixed in accordance with instructions provided with the goods. No claims for distortion will be accepted if viewed outside these parameters.
29. The Seller will not be held responsible for any incidental work or expenses as a result of bad storage and handling, incorrect fitting or finishing, or of products exposed to excessive changes in atmospheric conditions by parties not associated to the Seller.
30. If the Buyer fails to be on site for an agreed delivery, the goods will be returned to our factory for the Buyer to collect, or if a re-delivery is required the Seller reserves the right to do so at extra reasonable cost.
31. The Seller will not be held responsible for loss, damage or delay to the delivery of goods and/or materials or the performance of the works being the subject of the contract caused by or arising from events beyond the Seller's control. Every reasonable effort will be made to maintain any quoted date but such dates are subject to availability of labour and materials and are to be regarded as being for guidance only. Without prejudice to the generality of the foregoing, the following shall be regarded as such: Acts of God, explosion, flood, tempest, fire or accident; war or threat of war, sabotage, insurrection, civil disturbance or requisition; acts, restrictions, regulations, byelaws, prohibitions or measures of any kind on the part of any governmental, parliamentary or local authority; import or export regulations or embargoes; strikes, lock-outs or other industrial actions or trade disputes (whether involving employees of the Seller or a Third Party); difficulties in obtaining raw materials, labour, fuel, parts or machinery; power failure or breakdown in machinery.
32. The Seller undertakes to repair or replace any of its goods as a result of defective materials or manufacture. Nothing in these Terms and Conditions will reduce your Statutory Rights relating to faulty or mis-described goods. For further information about your statutory rights please contact your local authority Trading Standards Department or Citizen's Advice Bureau.
33. The Seller reserves the right, in agreement with the Buyer, to request an Independent Inspection of any suspect goods as referred to in (31) above, or to carry out a mutually agreed inspection to identify whether the goods have been properly installed, used, maintained, stored or serviced. The Seller reserves the right to make a charge to cover any reasonable costs if the goods have not been properly used or installed.
34. Materials and goods supplied under this order will be of a satisfactory nature and fit for their normal purpose.
35. After delivery of the goods, the Buyer shall examine them as soon as reasonably possible and shall notify the Seller of any fault or damage as soon as reasonably possible in writing.
36. Nothing herein contained or in any other document or literature published by or on behalf of The Seller shall imply that goods comply with any fire regulations or other statutory or recommended requirements or that the same contain any sound reducing qualities unless specifically referred to in the contract and/or acceptance order. Wherever possible, the Seller shall endeavour to comply with regulations or stated requirements.
37. Acceptance of any quotation or offer constitutes a warranty and representation by the Buyer that it has complied with every appropriate Statute Order in Council regulation direction byelaw or other lawful requirement or instruction whether of the Government, Local Authority or other lawful authority and in particular that it has lawfully obtained every necessary licence permit or authority that may be required in this connection. The Buyer shall indemnify the Seller fully in respect of any consequences of the Buyer's failure so to do.
38. This quotation excludes the payment of any fees in respect of planning permission, building regulations approval or other fees.
39. All contracts entered into and orders accepted by the Seller shall be governed by English Law and the Buyer agrees to submit to the non-exclusive jurisdiction of the English Courts.