

Terms and Conditions

When you accept our quote and/or make a payment against our invoices (deposit and/or in full) , you are also confirming your acceptance of the terms and conditions of business outlined below.

Definitions

"The customer" or "you" means the person agreeing to this agreement.

"The company", "us" or "we" means Just Wood Furniture Limited (JWF).

"Goods" means the furniture items specified in the approved quotation;

"Site" means the place where the goods are to be fitted;

"Installation" means the assembly and fitting of goods on site to the agreed specifications;

"Fitter(s)" means the person(s) we instruct to fit the goods.

The Contract

These terms and conditions form the legally binding agreement between you (the customer) and Just Wood Furniture Limited (Company Registration Number 12497947) whose registered address is Centenary House Peninsula Park, Rydon Ln, Exeter EX2 7XE. This agreement (and the agreed upon details of any surveys, plans, drawings and quotations) constitutes the entire agreement between our two parties. It is the customer's responsibility to ensure all details are correct.

The company may change these terms upon giving reasonable notice of such changes, in writing to the customer.

Ownership

Ownership of materials and goods (irrespective of whether or not they have been delivered to site) remain the full property of The company until all invoices are paid in full and without deduction.

Services

It is the Customer's responsibility to highlight all water, gas, electrical and other services which may be hidden within the area where The Company will be installing fitted furniture. If services are not identified by the Customer and in the unlikely event that the hidden services are then damaged by the Company during the installation, all repairs relating to the service damage will be at the Customer's expense.

Quotation / Order

Along with a written quotation, we will provide you with a clear outline, which may include sketched and/or CAD drawings, of the work to be carried out. You will not be charged for any initial design work if you decide not to go ahead.

You are under no obligation to commit to the work unless you accept our quotation and place an order. The contract will only start when you have agreed to proceed in writing, and a deposit of 30% is paid by you in accordance with the contract.

Any measurements shown are indicative. Adjustments during manufacture and/or installation may be necessary, ensuring that the overall look and functionality of the items being fitted is not lost.

Quotations are valid for a period of 14 days from the date of issue, unless we provide written notice that the quotation is withdrawn. We reserve the right to increase the price if an order is placed after 14 days.

Quotations are based upon the costs of materials, labour, overheads, transport, and taxes at the date of the quotation. The final price may vary from the initial quote as design modifications are often required and added to at the time of survey. You will be notified in writing of any such revisions.

Once we have received your 30% deposit and acceptance in writing, we will schedule your installation date.

It is your responsibility to check that the specifications and dimensions given in the final design are suitable to your requirements. Any dimensions given are in the metric system (meters, centimetres and millimetres). If you are more familiar with imperial measurements, please be sure to do your due diligence and cross reference the dimensions to be sure that they meet with your expectations.

All drawings, plans and paperwork are the property of the company and as such are subject to copyright.

The price payable will be inclusive of VAT.

Pricing and Payment

Payment terms are as follows:

- **An initial 30% of the total price is due upon accepting the quote and booking installation dates.**
- **A further 50% of the total price is due when we are ordering materials (normally five weeks prior to installation). This date will be confirmed to you by email.**
- **The remaining 20% of the total price is due upon completion of the installation.**

Invoices will usually be sent by email unless otherwise agreed in writing.

Payment should be made by bank transfer. Our bank details are:

Bank: Starling Bank

Account name: Just Wood Furniture Limited

Sort code: 60 - 83 - 71

Account number: 6 4 9 5 6 0 6 3

If you would prefer to pay by cheque, a surcharge of £5 per cheque payment will apply.

Our payment terms are seven days from receipt of invoice. If no payment has been received within seven days, we will call you for prompt payment.

If payment is not received within a further seven days (14 days in total from the date of invoice), we will charge 1% interest for each subsequent day the invoice remains unpaid. All materials initially supplied and installed by JWF shall remain the property of JWF until full and final payment has been made. At which point, ownership of the materials is

transferred to the client. If final payment has not been made within 30 days of completion, JWF has the right to begin legal proceedings to recover all materials (fitted or free standing). In the process of removal of any fitted furniture, it is highly likely that the property will have drill holes, cut skirting, cut architraving, scuffed paint, etc. JWF will not be responsible for these repairs.

Dates and Times

If you accept our quote, we will then book your installation date. Because the duration of other jobs cannot always be predicted, sometimes you will be given approximate dates, to be confirmed nearer the time. Installation dates will be confirmed and agreed with you not less than 48hrs in advance of the start of the installation.

Please be clear about other commitments including holidays etc. in the weeks either side of the provisional date and preferred working hours prior to committing to any installation date.

Our usual working hours for an installation day are from 09:00 to 17:00. Installations may be booked over several days, depending on the nature and size of the goods to be installed.

You should inform us in advance, with as much notice as possible, if you are no longer available on the agreed start date for the installation.

Occasionally, due to factors outside of our control, such as sickness, adverse weather or delayed delivery from a supplier, a confirmed date may have to change. We will always inform you in advance if this is the case, providing as much notice as possible.

Materials and Products

Customers are asked to ensure they are satisfied with the specifications given. If there are specific requirements for materials, fittings, paint colours etc. They must be clearly communicated in advance of finalising and accepting the final design and price.

For wood finishes, we cannot guarantee exact colour matching with any existing woodwork due to natural variations in timber and changes in shade that occur with exposure to light over time, though we will do our best.

Because goods are manufactured to order, once the order is placed, the goods cannot be returned or a refund made for any reason other than if the goods are defective. The goods should be inspected by the customer, if possible, immediately on arrival.

In the event that a product or material has failed due to a manufacturing fault, we will contact the manufacturer to rectify the fault.

We will notify the customer as soon as possible if parts are delayed, or damaged and if this will affect the installation dates.

The customer will also be contacted if there are any problems with the materials during installation.

Access and Installation

The installation process is subject to the size of project, but will typically take between 1-5 working days. We always endeavour to complete the installation as soon as we reasonably can.

We will try to fulfil our obligations under this contract within a reasonable time. However, any installation or completion date we give is a guide only and is based upon information given by you and other information known to us at the time. We cannot be held liable for delay or failure to complete the works caused by events beyond our reasonable control, in those cases we will complete the work as soon as reasonably possible.

Whilst we pride ourselves on our clean and efficient working practices, we do need you to allow us sufficient access to the site and to prepare the workspace for the installation.

Once you commit to an installation date you agree to:

- Ensure that the fitter has access to the site at reasonable times (between 09:00 and 17:00 on weekdays) or otherwise as agreed by you and us.
- Advise us on suitable parking and access for our van, with a clear route for transporting goods from our van to the site. If you have a driveway please have it ready for when we arrive on site. You must also ensure that all paths, driveways and passageways we will use on site are kept completely free from any and all obstructions.
- Inform your neighbours in advance if noise or restricted access related to the work is likely to be an issue.
- Wherever possible cutting will be done in the room (with dust sheets down and appropriate extraction connected to power tools, and a final Hoover to leave the room at least as clean as we found it).
- Inform us of the location of any electrical cables and pipes before fitting. We will not be liable for any costs incurred for repairing electrical cables or damaged plumbing when drilling into walls, if we have not been informed of their location prior to the installation. Please note that cable detectors are not always reliable. We also need to know the location of the stopcock and fuse board.
- Ensure that the fitter can use the mains electricity supply from a standard 13A 240V socket free of charge, and that the supply is installed to the usual standards in force at the time.
- Let us know where suitable toilet facilities are for our use during the installation process, and where we can access a sink or tap.
- Provide reasonable access to the room where the goods are to be fitted (ladder access is not acceptable).
- Clear the room, and along our route into the room, where the installation is to take place, of any breakable or valuable items that may be at risk of damage.
- Remove any frames, lampshades and soft furnishings that may get in the way of installation, in the room and along our route into the room where the installation is to take place.
- Dismantle or remove existing furniture or fittings in the room and, if necessary, along our route into the room where the installation is to take place
- If beds cannot be dismantled, please strip them of bedding and lift them up against the wall and out of the way.
- Clear the floor space required for the installation.
- Disconnect and remove TV, audio or media equipment.

If we are required to clear out a room or dismantle any pre-existing furniture in order to complete your installation, the added time it takes will be added onto your final bill at a rate of £60 per hour.

We will protect your floors/carpets and property as necessary by using appropriate surface protection (dust sheets, mats, plastic sheeting, etc.), and by thoroughly cleaning up at the end of the installation. We will do our best to leave the site in the same condition we found it inside and out.

Please note that sometimes the installation of fitted furniture may cause minor damage to existing paintwork, so you should be prepared for some touch up work after your installation. If redecorating, our advice is to paint the walls prior to our installation but to be prepared for additional touch-up painting afterwards.

Please note it will be your responsibility to reconnect any TV, audio or media cabling after we have finished and any paint has dried.

Other trades

JWF is not certified to handle electrical, plumbing jobs or other specialist jobs outside of our expertise (bespoke fitted storage). In instances where our bespoke fitted storage solutions cross over with these (or other) trades, we will source quotes from trusted suppliers and will seek prior written approval from you before committing to the work. Alternatively, you can source suppliers directly, but JWF cannot be held responsible for any delays that may arise as a consequence.

Tolerances

When fitting bespoke furniture, we close off gaps between the cabinetry and walls, floors and/or ceilings using fillers. These fillers are cut specifically to suit the space and any contours of the existing building (no walls are perfectly plum and true, not even new builds). We do our best to work to tolerances between 1mm-5mm, using white decorators caulking to finish off all joins. When dry, caulking can be painted over (by the client) to match the wall colour.

Waste Removal

Notwithstanding damage (accidental and/or malicious) and/or wear and tear, The work we do may generate packaging waste (cardboard and plastic) and wood offcuts. We provide bin bags and rubble sacks, and during and after the installation we will clear up any offcuts, dust, debris and any other rubbish that are a result of the installation.

We will neatly bag up any rubbish at the end of the installation, but the removal of waste will be your responsibility. Please let us know the best place to leave the bagged up waste. Due to costs and limitations around the highly legislated area of waste removal, we do not have a waste carrier's license and so are unable to remove large quantities of building waste from the property.

Guarantees

Just Wood Furniture provides a 10 year warranty covering the cabinetry manufactured and supplied by JWF.

The warranty covers:

- Delamination or separation of the decorative surface from the MDF substrate where this is due to a manufacturing defect.

- Failure of the cabinet structure or joints where this is directly attributable to a manufacturing defect in materials or workmanship.

- Manufacturing defects that materially affect the intended use of the cabinetry.

Where a valid warranty claim is accepted, JWF will, at its discretion, repair or replace the affected component.

The warranty applies for 10 years from the date of completion of the installation and is provided in addition to the customer's statutory rights.

The warranty does not cover:

- Normal wear and tear, cosmetic deterioration or changes resulting from normal use.

Damage caused by misuse, impact, excessive loading, alteration or unauthorised repair.

Damage caused by water ingress, excessive moisture, condensation, flooding or environmental conditions outside JWF's control.

Changes in colour, fading, movement or deterioration resulting from exposure to sunlight, heat or other environmental conditions.

Damage resulting from building movement, settlement, damp, structural movement or defects within the property.

Consumable or moving components where a manufacturer's warranty applies, including hinges, drawer runners, lighting and electrical components. These are covered by the relevant manufacturer's warranty.

Damage or defects resulting from work carried out by third parties after installation.

This warranty relates specifically to the cabinetry manufactured and supplied by JWF and does not constitute a guarantee of the condition or performance of the building, walls, floors, ceilings, electrical installations or other elements outside JWF's control.

JWF will determine, acting reasonably, whether a reported defect falls within the scope of this warranty. Where a component cannot reasonably be repaired, JWF may replace the affected component with a component of equivalent specification.

This warranty is provided in addition to, and does not affect, the customer's statutory rights.

LED lighting is guaranteed for 2 years.

Pull down hanging rails are guaranteed for 2 years.

Liability/Rights

We have £1,000,000 public liability insurance cover under AXA Business Insurance Policy number 550.217.923.

If you would prefer that we do not take photographs of the installation (both in progress and when completed) to use in our publicity materials, please let us know in advance. Otherwise, we will take the acceptance of these terms as authorisation to use them. Any documents given to the customer by the company containing texts, designs, specifications or drawings are confidential and are the property of Just Wood Furniture Limited, and shall not be copied, reproduced or communicated to any third party without prior written agreement.

If you have any complaints or are unhappy with the quality of our work, please let us know as soon as possible and we will do what we can. Satisfied customers are important to us, and we aim to operate at all times with honesty and integrity. We are open to comment and criticism if something has not turned out the way you wanted. We will always do our best to put it right.

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