

Terms & Conditions

Terms & Conditions for The Joinery Shutter Co Ltd

1. Interpretation

(a) In these conditions, "the seller" means The Joinery Shutter Co Ltd and "the buyer" means the person, firm, or company placing an order for goods or services subject to these terms and conditions. These terms and conditions are not variable except in writing and signed by the seller.

(b) These conditions of sale, together with the particulars contained in the order acceptance (unless stated otherwise), and any special conditions agreed in writing by the seller, constitute the entire contract between the buyer and the seller.

(c) All periods of time referred to in these conditions shall be considered essential.

2. Quotations

(a) All quotations by the seller represent an invitation to the buyer to place an order and do not constitute a legal offer. The purchase order will be regarded as the offer, and the seller's order acceptance will be regarded as binding. No alternative terms and conditions will be considered or accepted by the seller. Trade prices will only be quoted if proof of business is provided.

(b) All prices are quoted without commitment and are subject to alteration or withdrawal by the seller without prior notice. Prices quoted and agreed include the cost of goods only, including VAT, but do not include delivery or packaging where stated.

3. Delivery/Fitting

(a) Delivery times stated are estimates only, and time is not of the essence. The seller cannot accept responsibility for damages or consequential loss arising out of delay or failure to deliver by the specified date.

(b) Orders sent by post at the customer's request or at the seller's discretion are dispatched entirely at the customer's risk. The seller cannot accept responsibility if the delivery service loses or delays delivery.

(c) If the buyer fails to take delivery of the goods or any part of them on the due date, the seller will be entitled to charge for re-delivery. Any delay or failure to deliver by the seller will not entitle the buyer to refuse delivery or repudiate the contract, and the full price will be payable to the seller without deduction.

(d) Non-delivery or damage in transit must be reported in writing to the seller within 5 days of receipt of the invoice or advice of despatch. The risk in the goods passes to the buyer upon delivery to the buyer or their nominated third party when collected from the seller. Thereupon all liability of the seller for loss, destruction, breakages, shortages, or non-delivery shall cease.

(e) The address for delivery shall be the buyer's address as stated on the order unless otherwise agreed between the parties in writing.

(f) Once the goods are delivered and signed for, either in good condition or unchecked, the seller cannot accept responsibility for any damage to said property.

4. Retention of Title

(a) The goods shall remain the property of the seller until full payment has been received for the order or until prior resale, in which case the seller's entitlement shall attach to the proceeds of the resale or the claim on those proceeds.

(b) Upon taking possession of the goods, the buyer shall be a bailee of the goods for the seller until title has passed and shall store the goods separately and clearly mark them as the seller's property.

(c) The buyer's right to possession of the goods will cease if certain events occur, as listed below. In such cases, the seller may repossess the goods and take necessary actions:

- i. On expiration of any agreed credit period or due date for payment.
- ii. If the buyer is an individual and commits an act of bankruptcy or proposes to creditors.
- iii. If the buyer is a company and goes into liquidation or takes actions leading to winding up or administration.
- iv. If the buyer does or fails to do anything that may imperil the seller's title to the goods.

5. Carriage and Packing Charges

(a) Mainland deliveries will incur a charge on all orders for goods. The current charges can be found in the seller's most recent newsletter and/or price list. Single packages of hardware and sample colours may be forwarded to the buyer at their request by first-class post, to be charged at cost if agreed. The buyer acknowledges the liability for such despatches.

(b) Northern Ireland, Isle of Man, Channel Islands, and European deliveries shall be made by post or courier at cost.

6. Samples

(a) Samples can be supplied to the buyer. Sample shutters/blinds can be supplied and invoiced at charges specified in the seller's price list or current newsletter if not returned within 1 month of despatch.

7. Minimum Order

(a) There is no minimum order requirement.

8. Payment Terms

(a) The outstanding balance must be paid on day of installation upon receipt of installed goods.

(b) If payment is not made by the due date, interest may be added at the company's discretion at a rate of 2% per day until the balance is cleared.

(c) In case of overdue accounts, the seller reserves the right to suspend further delivery until the account is brought up to date.

9. Trading Terms

(a) The company reserves the right to close existing accounts or refuse to open new accounts without notice or reasons. Accounts dormant for six months will be automatically closed, but proforma purchase options may be offered at the seller's discretion.

(b) The buyer acknowledges the seller's high reputation and premium brand image and will resell and present the products in a manner that maintains and enhances that reputation.

(c) No party involved in the account operation should be directly or indirectly engaged in the business of supplying The Joinery Shutter Co Ltd products by mail order from approved premises or any other location.

10. Returns

(a) Defective goods must be brought to the attention of the Company within 5 working days.

11. Liability

(a) All goods should be fully inspected before installation, and the buyer must check that the shutters and blinds match the purchase order for colour and design. The seller cannot accept responsibility if the buyer is not present at the delivery/installation address.

(b) The buyer must check that shutters and blinds match the colour sample before installation. Precise colour matching against samples cannot be guaranteed due to the use of natural materials. Finishing products (e.g., paints and stains) may not match exactly, although reasonable efforts will be made to ensure accuracy.

(c) The seller provides a warranty for shutters being defect-free in materials or workmanship. Handmade shutters may have small defects, but the seller will review and address significant defects that affect the shutter's performance.

(d) The seller cannot guarantee goods against fading, especially due to exposure to sunlight. Extreme damp or variable conditions may also affect the goods, and the seller cannot guarantee them in such cases.

(e) The seller reserves the right to withdraw any products and colours at any time without prior notice and cannot be held responsible for any consequences resulting from the withdrawal.

(f) The seller's liability, except for death or personal injury caused by negligence, does not include consequential loss, damage, costs, or expenses arising from the use of the goods. The seller's liability, if any, is limited to the value of the order placed by the buyer.

(g) The seller gives no warranty for the fitness of the product for any purpose other than internal window dressing as surveyed by the company. Other installations and uses are at the buyer's risk.

(h) Tolerance levels for panel specifications are plus or minus 2mm per individual panel. Warp on any component part should not exceed 1mm per 300mm and shall not be considered defective within this tolerance.

(i) Panels ordered beyond normal specifications may lead to problems for which the seller cannot be held responsible.

(j) If the client is not on-site during property survey or installation, shutters will be fitted according to standard practices, unless otherwise agreed in writing. Any liability arising from installation against the seller's recommendation will be borne by the buyer.

(k) If installers are paid by the clients directly, the seller cannot accept liability for any damage caused during installation.

(l) The seller accepts no responsibility for changes to the window or window surround after final measurement and order placement. Any goods that do not fit due to such changes will still need to be paid in full, and any remakes or further work required will be charged for. This does not affect the consumer's statutory rights.

(m) Since the products are made to measure, no cancellations can be accepted once an order is agreed and the deposit is paid. The customer is liable for the full value of the order.

(n) In case of breakage or damage to the property during installation, the seller will notify the buyer immediately and remedy the situation. If the buyer is dissatisfied with any aspect of the service at the end of the job, they must inform the seller promptly, allowing the seller to address the issue using their tradespeople.

(o) If the buyer raises a claim or issue regarding the installation services, they must allow the seller access to review the installation services and take photographs of any alleged damage or poor quality of work.

(p) The seller may take photographs of the installation and the surrounding area during or after installation for quality control purposes.

12. Jurisdiction

Contracts with the seller shall be construed and operated as a contract made in England. The buyer and the seller accept the exclusive jurisdiction of the English or European Courts in any dispute arising out of or related to the contract for the goods, with the exception that either party may refer any dispute to the tribunal of arbitration of the London Chamber of Commerce.

Alternative Dispute Resolution

Alternative dispute resolution may be used in the event of a complaint that cannot be resolved through the seller's internal complaints procedure. As a Which? Trusted trader, the seller may use the services of the Dispute Resolution Ombudsman for dispute resolution. In such cases, the buyer can contact the Dispute Resolution Ombudsman at 0333 241 3209 or through their website - disputeresolutionombudsman.org.