

TERMS AND CONDITIONS OF SALE

TREVOR VAUGHAN LIMITED

1. GENERAL

1.1. Any contract between Trevor Vaughan Limited and any of its customers for the supply and/or services shall automatically incorporate these conditions which shall prevail over any other terms and conditions attached to the Customer's order.

1.2. The waiver of any of any conditions herein at any time by the Customer shall not be effective unless it is specifically agreed in writing by Trevor Vaughan Limited and shall constitute a waiver for the purpose of that particular transaction only and all other conditions herein shall remain in full force and effect.

1.3. Any contract between Trevor Vaughan Limited and the Customer shall only arise on the written acceptance by Trevor Vaughan Limited of the Customer's order.

2. PRICE AND PAYMENT

2.1. The price for the Goods ("the Price") shall be the price as stated on the quotation or estimate provided by Trevor Vaughan Limited, or such other price as the parties may agree in writing or orally.

2.2. For a "supply only" sale, i.e. where items are sold without installation at the Customer's property, payment of the Price shall be made by the Customer before collection of the goods from our workshop or before delivery.

2.3. For an "installation" sale, i.e. where items are installed or work is carried out at the Customer's property, payment of the Price shall be made by the Customer within 48 hours of the date of the invoice.

2.4. Trevor Vaughan Limited understands and will exercise its statutory right to claim interest and compensation for debt recovery costs under the late payment legislation if we are not paid according to agreed credit terms.

2.5. The Customer should understand that, for all orders over £500 including VAT, the Customer will be asked for a deposit and sent a deposit invoice. Payment of the deposit will be required before any materials are purchased and before manufacture can begin.

2.6. For larger or staged projects, the company will ask for payments structured as follows – 40% when the order is confirmed, 50% five days before delivery/installation/collection and 10% upon completion.

2.7 Trevor Vaughan Limited withhold the right to change the structuring of the above payments if we feel payment terms haven't previously been met or contact/relations with the customer break down.

3. QUOTATIONS

3.1. Any quotation provided by Trevor Vaughan Limited shall be valid for acceptance by the Customer for a period of two weeks from the date of the quotation, and Trevor Vaughan Limited shall be required to accept an order based on the quotation within this two week period. Where a price is labelled "estimate" the final price may vary from the estimated price. This is usually in situations that are different from the norm and issues may arise during manufacture or fitting. If this is the case, Trevor Vaughan Limited will discuss the situation with you.

3.2. The price quoted is exclusive of VAT and all costs or charges in relation to packaging, loading, unloading, carriage and insurance (if applicable) which shall be due at the rate ruling on the date Trevor Vaughan Limited's invoice unless included within our quotation.

3.3. Unless otherwise agreed in writing, no quotation shall be subject to any discount.

4. GOODS

4.1. All Goods shall be required to conform to the specification in the order for Goods by the Customer as accepted by Trevor Vaughan Limited or as otherwise expressly agreed in writing or orally.

4.2. Any order for Goods sent by the Customer to Trevor Vaughan Limited shall be deemed to be accepted subject to the Conditions contained herein.

4.3. Each order for Goods accepted by Trevor Vaughan Limited shall be deemed to be an individual legally binding contract between the parties.

4.4. Where any designs or patterns or specifications have been supplied by the Customer for manufacture by or to the order of Trevor Vaughan Limited then the Customer warrants that the use of those designs, patterns or specifications for the manufacture, processing, assembly or supply of the Goods shall not infringe the intellectual property or other rights of any third party. The Customer shall indemnify and keep indemnified Trevor Vaughan Limited against any loss in respect of any proceedings or otherwise resulting from any infringement of any letters, patent, copyright, registered design, registered trademark or any other protection subsisting in favour of any third party in any such pattern or specification.

5. DELIVERY

5.1. The Customer shall be deemed to have accepted the Goods upon completion of the “installation” work, or upon delivery or collection for a “supply only” sale.

5.2. Delivery by Trevor Vaughan Limited to the Customer’s site is not included. Trevor Vaughan Limited can arrange delivery by a third party and will obtain a price if required. If y items need packing for protection prior to collection this may incur a charge and notice must be given.

5.3. The customer may collect their item(s) from the workshop during regular working hours (weekdays only). Please contact Trevor Vaughan Limited prior to collection to ensure someone will be there to carry out the handover. The customer is responsible for checking over the item prior to being placed in the delivery van to ensure it is in good order. Collection from the workshop out of normal working hours must be agreed with Trevor Vaughan Limited beforehand and is only available in exceptional circumstances.

5.4. Trevor Vaughan Limited shall not be liable to the Customer or be deemed to be in breach of the Conditions by reason of any delay or failure in a “supply only” sale or in “installation” work if the delay or failure was due to any cause beyond Trevor Vaughan Limited’s reasonable control.

5.5. All risk in the Goods shall pass to the Customer upon completion of the “installation” work, or upon delivery or collection for a “supply only” sale unless agreed otherwise in writing between parties.

5.6. If Trevor Vaughan Limited is unable to deliver the Goods for reasons outside its control, Trevor Vaughan Limited shall be entitled, at the Customer’s expense, to place the Goods in storage until such time as the Goods may be delivered.

5.7. Any cancellation of an order must be sent by the Customer to Trevor Vaughan Limited in writing. The Customer is liable to be charged for any materials ordered or work started for an order at the time of cancellation.

5.8. Whilst Trevor Vaughan Limited is pleased to undertake insurance work this is only done on the understanding that the Customer is responsible for paying Trevor Vaughan Limited’s invoice under our payment terms and within the time required by these. We cannot wait for the insurance company to pay us. Trevor Vaughan Limited is unable to deal with insurance companies direct unless agreed in writing between all parties.

6. TITLE TO GOODS

6.1. Trevor Vaughan Limited warrants that it has good title to the Goods and that it will transfer title in the Goods to the Customer pursuant to Clause 5.2.

6.2. Notwithstanding delivery, title in the Goods shall not pass to the Customer until Trevor Vaughan Limited has been paid in full for the Goods. Nothing in this Clause shall prevent Trevor Vaughan Limited from raising an action against the Customer for payment of the Goods.

6.3. The title of any unwanted items removed by Trevor Vaughan Limited as debris or rubbish from the Customer's property transfers immediately to Trevor Vaughan Limited.

7. DAMAGE IN TRANSIT

Upon serving notice within 24 hours of delivery to Trevor Vaughan Limited, the Customer shall be entitled to replacement Goods if Trevor Vaughan Limited is reasonably satisfied that the Goods have been damaged during transportation arranged by Trevor Vaughan Limited.

8. GUARANTEE

8.0 Trevor Vaughan Limited do not issue guarantees for the timber/wooden elements of our joinery as once the item leaves the workshop, it is up to the Customer to carry out regular decoration and maintenance. As we have no control over this, we cannot make any guarantees. We can offer advice on care and maintenance upon request

8.1. Where the Goods have been manufactured by Trevor Vaughan Limited and are found to be defective, or installation work by Trevor Vaughan Limited is found to be defective; Trevor Vaughan Limited shall repair or, at its sole discretion, replace defective Goods free of charge upon the following conditions:

8.1.1. The Customer giving notice of the defect within 5 days of the defect coming to the Customer's attention;

8.1.2. Such notice being served within 20 days of delivery or collection for a "supply only" sale, or within 6 months of the date of the invoice for "installation" work;

8.1.3. The defect being due to Trevor Vaughan Limited's faulty design, workmanship or materials;

8.1.4. The Customer having complied with Trevor Vaughan Limited oral or written instructions as to transport, storage, installation, use or maintenance of the Goods or in accordance with good trade practice; and

8.1.5. the defect is not due to rot or insect attack of joinery items as specified in Clause 10.3.

8.2. Any Goods to be repaired or replaced under Clause 7 for a "supply only" sale shall be delivered to Trevor Vaughan Limited at the Customer's expense.

8.3. Where the Goods have been manufactured by a third party Trevor Vaughan Limited shall where possible pass on to the Customer the benefit of any warranty in respect of the Goods granted to Trevor Vaughan Limited by such third party. This includes items such as double-glazing units and some hardware.

8.4. All external joinery must be fully decorated within two weeks of delivery/installation and then at regular intervals thereafter. Upon request, Trevor Vaughan Limited will provide joinery unfinished. We can also supply items primed or fully painted upon request.

9. LIMITATION OF LIABILITY

9.1. Subject to Trevor Vaughan Limited's liability under Clause 5 and subject to Clause 11 Trevor Vaughan Limited shall not be liable to the Customer for any loss (including loss of profit), costs, damages, charges or expenses incurred by the Customer or for any loss or damage to or caused by the Goods.

9.2. Subject to this Clause 8 and Clause 11 all other conditions, warranties or other stipulations concerning the Goods whether express or implied by common law or under statute are excluded to the fullest extent permitted by law, and, in particular, but without limiting the foregoing generality, Trevor Vaughan Limited grants no warranties regarding fitness for purpose, use, quality or nature of the Goods whether express or implied by statute or common law.

9.3. Subject to Clause 12 the liability of Trevor Vaughan Limited under this Agreement howsoever arising shall not exceed the Price.

9.4. Trevor Vaughan Limited are happy for the Customer to visit the workshop to discuss or view their item in production however this is only with the prior consent of Trevor Vaughan Limited and at an agreed date and time. Due to the nature of the work carried out and the machinery used, the Customer must not enter the premises without making their presence known to a member of staff. Whilst all precautions are taken to adhere to Health and Safety legislation, Trevor Vaughan Limited will not be liable for any injury sustained by a Customer acting inappropriately or entering the premises unescorted by a staff member.

10. JOINERY WORK

10.1. For a "supply only" sale, the Customer is responsible for the accuracy of sizes requested unless Trevor Vaughan Limited has made a site visit to check measurements. Any amendments to joinery items ordered due to inaccurate sizes will be charged for. Likewise, if the site measurements change after Trevor Vaughan Limited has visited the Customer must advise Trevor Vaughan Limited as soon as possible and provide new measurements. If you request a site visit this may incur a charge for time and travel. If you need advice on measuring please contact Trevor Vaughan Limited.

10.2. Whilst every attempt is made to eliminate the expansion and shrinkage of external/internal joinery items such as gates, doors and windows by allowing a certain amount of clearance, Trevor Vaughan Limited is not liable for any expansion/shrinkage or swelling of these items.

10.3. Unless otherwise stated, staining or painting of joinery items is not included in the estimated or quoted price.

10.4. Timber is a natural product, therefore there is always colour differentials within the wood and whilst every effort is made to ensure the colour/grain matches with other timber, tolerances will have to be allowed for unless a “book matched” product has been asked for, which is normally extra to a standard quote.

10.5. Timber is subject to movement especially in hot, cold or damp conditions. On extensions and new build properties please ensure the property is sufficiently dry before installing your joinery. If your item is green oak this may react to environmental and climatic changes. This is normal for this timber.

10.6. Trevor Vaughan Limited do an amount of “machine only” works for clients, and unless a cutting list is provided with all boards fully marked, then we can not be held responsible for elements of waste within the material supplied. We also abide within the standard tolerances within the timber trade, which allows for (+-) 0.5 mm within machine works. We will make the clients aware if we feel the timber supplied is sub standard for the works proposed.

10.7. If glass is supplied, this will be clear unless otherwise requested.

10.8. We include for standard range hardware – if you have any specific requirements you will need to inform Trevor Vaughan Limited accordingly. If this is after a quotation has been issued, your choice may affect the price.

11. SPECIFIC GOODS

11.1. Doors and Joinery Items; where doors and joinery items are supplied with a factory applied equalising stain, or primer, the Customer must paint/stain such products with a minimum of two coats of proprietary wood stain and primed joinery must be treated with a full paint finish. Primer and equalising stains do not give long term protection against the ingress of moisture and Trevor Vaughan Limited cannot accept responsibility for Goods which are not treated as recommended after sale.

11.2. Doors: subject to the Customer complying with Clause 11.1 – this guarantee does not apply to doors which swell/shrink due to intake of excessive moisture or any other neglect or misuse on the part of the Customer after sale. Trevor Vaughan Limited’s liability under this guarantee shall not extend to costs or charges of unfixing, re-fixing, painting, polishing, staining, handling, cartage, storage or other additional charges or expenses. (This does not affect your statutory rights).

11.3. It is the responsibility of the Customer to ensure that planning permissions, building regulations or other obligations are adhered to. Should you have specific clauses or requirements regarding materials to be used or if your joinery needs to have PAS24 certification the Customer should advise Trevor Vaughan Limited IN WRITING as soon as possible. Trevor Vaughan Limited shall not be responsible for any breach of regulations if not advised at the start of the project and any subsequent alterations will be charged. Drawings for planning departments can be supplied at an additional cost.

12. DEFAULT BY CUSTOMER

12.1. If the Customer shall fail to pay the price for the goods and/or services by the due date for payment, the (without prejudice to any other rights of Trevor Vaughan Limited arising from such failure) the Customer shall (if so required by Trevor Vaughan Limited) pay Trevor Vaughan Limited interest thereon at a rate of 5% per month above the base rate or part thereof on the outstanding amounts from time to time.

12.2. If the Customer shall commit default in or commit any breach of it's obligations to Trevor Vaughan Limited, or if any distress or execution shall be levied upon the Customer, its property or assets or if the Customer shall make or offer to make any arrangements or compositions with its creditors or commit any act of bankruptcy or if the Customer shall be a company and any resolution or petition or receiving order in bankruptcy shall be presented or made against him, or if the Customer shall be a company and any resolution or petition to wind up such company's business shall be passed or presented otherwise than for the purpose of amalgamation or reconstruction whilst solvent, or if a receiver of such company's undertaking property or assets or any part thereof shall be appointed, or if the Customer shall be insolvent then without prejudice to any other rights available to Trevor Vaughan Limited it may forthwith cancel any contract then subsisting with the Customer or alternatively may suspend or cancel delivery of any of the goods to be supplied there under.

13. GENERAL

13.1. Nothing in these Conditions shall be construed so as to exclude or limit the liability of Trevor Vaughan Limited for breach of the warranties contained in Clause 6 or for breach of warranty as to title and quiet possession implied by the Sale of Goods Act 1979 where such Act applies to the contract between Trevor Vaughan Limited and the Customer for the sale and purchase of the Goods incorporating these Conditions.

13.2. Nothing contained in these Conditions shall be construed so as to limit or exclude the liability of Trevor Vaughan Limited for death or personal injury as a result of Trevor Vaughan Limited's fraudulent misrepresentation, negligent actions or those of its employees or agents.

14. FORCE MAJEURE

14.1. If the performance of the contract shall be delayed by any circumstances beyond the control of Trevor Vaughan Limited including (but without prejudice to the generality of the foregoing) war, hostilities (whether war shall be declared or not), insurrection, industrial disputes, strikes, lock-outs, riots, explosion, fire, storm, act of God, accidents, unavailability or shortage of materials or labour, interruptions of supply, any statute, rule, law bye-law, or order or request made by or issued by any government department or local or other duly constituted authority, then Trevor Vaughan Limited shall have the right to suspend further performance of the contract until such time as the cause of the delay shall no longer be present and for a reasonable time thereafter.

14.2. If the performance of the contract by Trevor Vaughan Limited shall be prevented by any such circumstances beyond the control of Trevor Vaughan Limited then Trevor Vaughan Limited shall have the right to be discharged from the further performance of any liability under the contract. If Trevor Vaughan Limited exercises such a right then the Customer shall thereupon pay the contract price less a reasonable allowance for what has not been performed by Trevor Vaughan Limited.

15. CANCELLATION

15.1. No cancellation by the Customer is permitted except where expressly agreed by Trevor Vaughan Limited.

15.2. The Customer will in the event of agreed cancellation by the Customer indemnify Trevor Vaughan Limited against all expenses incurred up to the time of such cancellation.

16. GOVERNING LAW AND JURISDICTION

16.1. This Agreement shall be governed by and construed in accordance with the law of England and Wales and the parties hereto submit to the non-exclusive jurisdiction of the English and Welsh courts.