**TERMS AND CONDITIONS FOR BRET FREEMAN JOINERY.**

1. All quotations are valid for one calendar month. Prices cannot be guaranteed after this date.
2. Unless otherwise agreed: 50% to be paid as a deposit on order, balance to be paid within 5 business days of invoice date.  For larger contracts payment is made by agreed valuation.
3. Interest on overdue payments shall accrue from the date when payment becomes due from day to day until the date of payment at a rate of 2% per month above Lloyds Bank base rate from time to time in force (part of a month being treated as a full month for the purpose of calculating interest) and shall accrue at such a rate after as well as before any judgement. Interest shall become due and payable notwithstanding the fact that the account or part of it is subject to any dispute or query
4. In the event there is a dispute with the invoice or work carried out, any disputes should be raised in writing within 5 days of invoice date. Should we not receive written notification of a dispute within this time period, payment is due and any disputes will be initially dealt with internally and interest will accrue as listed above.
5. Any unforeseen work or variations will be agreed before commencement to a fixed quotation where possible, in all other cases this is to be re quoted as an additional job.
6. No agreement to proceed or order placed by a client, may be cancelled by the client, except with the seller’s agreement made in writing, and on terms that the client shall indemnify the seller in full against all loss (including loss of profit), costs (including the cost of all labour and materials), damages, charges and expenses incurred by the seller as a result of cancellation. However, you have the right to end the contract if without reasonable cause (without affecting your other legal rights and remedies) if we stop work for 14 working days or more, without prior agreement.  Any monies due will be subject to our standard payment terms.
7. We can suspend or cancel your order, without affecting our legal rights and remedies, in one or more of the following circumstances:-

* If you fail to pay any interim bill and still fail to pay for 5 days after receiving a written notice demanding payment.
* If you, or anyone you employ, or relation, or agent interfere with or obstruct the work or fail to make the site available for us (without good reason) for the contract period (or any one or more of these)
* If you become bankrupt or go into liquidation or make a composition or arrangement with your creditors (or any one or more of these).

1. After we use our right to suspend this contract we can end it if you are still at fault, we will be entitled to all payments under our standard terms and conditions and any costs involved in suspending or ending the contract. We are also entitled to claim for any losses we suffer (including loss of profits) resulting from suspending the contract. However, you can still use your legal rights and remedies under our terms and conditions of trading.
2. Any time or date specified for delivery/works to be carried out is an estimate only and we will not be liable for any loss or damage whatsoever due to failure by us to deliver the goods (or any of them) promptly, nor shall delay or failure to deliver the goods promptly entitle the client to rescind the contract.  Furthermore, the client is bound to accept delivery and to pay for the goods in full provided that delivery shall be tendered at any time within three months of the estimated delivery date.
3. The client will be responsible for provision of a 240v electrical supply and reasonable access to water, and toilet facilities at their cost.
4. The client will make available reasonable secure storage space for the duration of the works.
5. Responsibility for all works carried out and/or materials delivered to site shall be at the client’s risk from delivery.
6. Proof of purchase for any claim is the responsibility of the purchaser.
7. General wear and tear, including staining, defects from spills, damage from chemical spills or dyes, negligence, abuse, abrasion, burns, misuse, excessive soiling or accidental damage are excluded.
8. Splits and cracks of wood due to extreme changes in room humidity or direct heat sources, including sunlight, heaters and radiators, and seasonal changes are excluded.
9. Damage caused by smoke, fire, theft, explosion, flood or natural disaster is excluded.
10. Damage including heat marks, and incorrect application of chemical treatment or protective coating resulting in delamination of the product or finish is excluded.
11. Fading of material as a result of sunlight is excluded.
12. Variation of wood grain is excluded.
13. The amount of any claim is limited to the original purchase price paid for the unsatisfactory merchandise.
14. The guarantee may be invalidated if the purchaser does not follow care procedures as outlined in our Care and Maintenance Guide. Furniture found to abused, adapted or altered will also invalidate this guarantee.
15. It is the responsibility of the purchaser to care and maintain the purchased items. Joinery or furniture not cared for in accordance with our Care and Maintenance Guide will invalidate this guarantee.
16. The guarantee is invalidated if the Joinery or furniture is altered or interfered with by anyone other than Bret Freeman Joinery or a person authorised by Bret Freeman Joinery. Repairs must only be carried out by Bret Freeman Joinery, or a person authorised by Bret Freeman Joinery.
17. We shall at our discretion repair, replace or reinstall parts as required. Slight discolouration of Joinery or furniture may result in variation in colour between original and replaced items, which is out of Bret Freeman Joinery’s control.
18. We are not a FENSA registered company.

**FURNITURE GUARANTEE**

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1. [Guarantee Policy](https://bespoakjoinery.com/furniture-guarantee/#elementor-toc__heading-anchor-0)
2. [10 Year Guarantee - Structural Integrity And Material Failure](https://bespoakjoinery.com/furniture-guarantee/#elementor-toc__heading-anchor-1)
3. [Fitted Furniture](https://bespoakjoinery.com/furniture-guarantee/#elementor-toc__heading-anchor-3)
4. [Aftercare service](https://bespoakjoinery.com/furniture-guarantee/#elementor-toc__heading-anchor-4)
5. Routine Care and Maintenance

**Guarantee Policy**

Our hand-crafted furniture is made in our own workshops, which allows us to carry out a stringent quality control process on every product we manufacture. We provide a commitment that should any fault occur during the period of the guarantee that is a result of faulty manufacture or poor workmanship by the company we will repair or replace the item free of charge.

We use high quality materials and components in our furniture and are confident that our workmanship will outlast our guarantee. However, our guarantee is subject to the following guarantee terms and conditions.

**10 Year Guarantee - Structural Integrity And Material Failure**

All of our fitted and freestanding furniture comes with a comprehensive 10 year guarantee for structural integrity and material failure, which includes timber, veneers, finishes, stability of joints and components.

**Fitted Furniture**

Movement of infills or worktop caused by movement of the house or building more than 30 days after installation is not covered by this guarantee. This exclusion includes settlement of furniture fitted on top of carpets.

The guarantee does not cover furniture required to be removed from the room’s structure. Bret Freeman Joinery will not be liable for the cost of redecoration or damage to flooring caused by removal of fitted furniture. The customer is responsible for all making good.

Fitting issues must be reported within 30 days from the original installation date. Bret Freeman Joinery accepts no responsibility or liability for fitting issues reported beyond this period.

Bret Freeman Joinery uses a spray system on all painted furniture. We use Remmer’s products within our manufacture. Other products may result in an additional charge being levied. Remmers, colour matched to any Ral, F&B, Little Greene Dulux, will not be a perfect match and there will always be a slight discrepancy in colour tone. An additional charge will be applied if the own suppliers paint is to be used.

**Aftercare service**

Bret Freeman Joinery can supply the following services. The fee will be agreed with you in advance:

* Door and drawer adjustments and alignments
* Replacement of caulking as required
* Repair to accidental damage (parts and materials subject to charge).

Bret Freeman Joinery reserves the right to make the decision whether to carry out aftercare service.

**Routine Care and Maintenance**

Our furniture is hand crafted to stand the test of time. Follow these simple guidelines and you will continue to enjoy its appearance and performance for many years to come.

* Use coasters, placemats and tablecloths to protect the finish.
* A light dust with a dry, soft cotton cloth is suitable for day-to-day cleaning for all surfaces.
* Blot up spills immediately with a damp cloth.
* Only use the cleaning products specified in this guide for each type of finish.
* Do not drag objects across finished surfaces.
* Use protective felt on the feet or bases of objects placed on the surface to prevent scratching.
* Re-treat waxed or oiled furniture periodically.
* Do not place furniture in direct sunlight as this can cause the finish to fade.
* Do not place furniture next to heaters, radiators or vents.

**Lacquer Furniture Care**

* Lacquer is a clear durable finish that protects the wood while allowing natural colour and grain patterns to show through. It is very low maintenance and highly stain resistant. Lacquer is also brittle and can be chipped and dented; avoid impacts, knocks or dropping hard objects onto lacquered surfaces.
* Surfaces can be wiped clean with a slightly damp cloth. Severe damage to the surface can be resolved with expert advice. Take extra care in the first weeks after receiving a piece of lacquered furniture as the lacquer could still be hardening.

**Painted Furniture Care**

* Surfaces can be wiped clean using a cloth dampened with clean water. Never use chemical or abrasive cleaners. Ensure any water spots are wiped off immediately. Any water left on the surface could cause permanent damage to the surface.
* Badly soiled surfaces can be washed with a solution of non abrasive detergent and warm water. Soak the cloth in the solution and wring out until nearly dry. Work on a small area, then rinse the cloth with water and dry the surface before continuing.

**Laminate Surface Care**

* Wipe spills immediately with a damp cloth or surface cleaner. Never use abrasive cleaners or scouring powder as they will damage the surface. Avoid using waxes and furniture polishes as they will dull the natural shine and may cause discolouration.
* Oil and fats can be removed with acetone or thinners. Once the oil or fat is removed, clean the surface with a cloth dampened in clean water. Finally, wipe the surface with a clean dry cloth

**Your statutory rights are not affected by this guarantee**

**JOINERY GUARANTEES**

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3. [Guarantee Conditions](https://bespoakjoinery.com/joinery-guarantee/#elementor-toc__heading-anchor-2)
4. [10 Year Guarantee against Manufacturing Defects of Joinery](https://bespoakjoinery.com/joinery-guarantee/#elementor-toc__heading-anchor-3)
5. [10 Year Guarantee against Manufacturing Defects of Weather Seals](https://bespoakjoinery.com/joinery-guarantee/#elementor-toc__heading-anchor-4)
6. [5 Year Guarantee against Manufacturing Defects of Glazed Units](https://bespoakjoinery.com/joinery-guarantee/#elementor-toc__heading-anchor-5)
7. [5 Year Guarantee against Coating Failure on Fully Factory Finished Applied Paint and Stain](https://bespoakjoinery.com/joinery-guarantee/#elementor-toc__heading-anchor-6)
8. [Guarantee conditions](https://bespoakjoinery.com/joinery-guarantee/#elementor-toc__heading-anchor-7)
9. [Exclusions from Guarantees](https://bespoakjoinery.com/joinery-guarantee/#elementor-toc__heading-anchor-8)

**Guarantee Policy**

Our purpose-made joinery is made in our own workshops, which allows us to carry out a stringent quality control process on every product we manufacture. We provide a commitment that should any fault occur under guarantee that is a result of faulty manufacture or poor workmanship by the company we will we repair or replace the item free of charge.

We use the highest quality certified timber, and we are confident that our joinery will outlast our guarantee. However, our guarantee is subject to our guarantee terms and conditions.

**Guarantees**

* 10 Year Guarantee against manufacturing defects of joinery.
* 10 Year Guarantee against manufacturing defects of weather seals.
* 5 Year Guarantee against manufacturing defects of glazed units.
* 5 year Guarantee against coating failure on fully factory finished applied paint.
* 3 year Guarantee against coating failure on fully factory finished applied stain.

Bret Freeman Joinery offers the above guarantees subject to our guarantee conditions as specified below.

**Guarantee Conditions**

**10 Year Guarantee against Manufacturing Defects of Joinery**

The guarantee applies to all products manufactured to our specification. The guarantee excludes resin exudation, extractive staining, pin hole borer, stick marks or joinery manufactured to customers’ own designs or specifications.

Supply-only joinery components such as doors or sashes are not under guarantee if they were not installed by Bret Freeman Joinery. All cut or drilled timber is to be treated, primed and redecorated with two coats of microporous paint. Joinery must be installed in accordance with our Product Care and Maintenance Guide. Joinery found not to be installed and cared for in accordance with our Product Care and Maintenance Guide will invalidate this guarantee.

Whilst every attempt is made to eliminate the expansion of external joinery items such as gates, doors and windows by allowing a certain amount of clearance, Bret Freeman Joinery is not liable for any expansion or swelling of these items.

Bret Freeman Joinery uses a spray system on all painted furniture. We use Remmers products within our manufacture. Other products may result in an additional charge being levied. Remmers, colour matched to any Ral, F&B, Little Greene Dulux, will not be a perfect match and there will always be a slight discrepancy in colour tone. An additional charge will be applied if the own suppliers paint is to be used.

**10 Year Guarantee against Manufacturing Defects of Weather Seals**

Weather seals found to be painted over or not cared for in accordance with the Product Care and Maintenance Guide will invalidate this guarantee.

**5 Year Guarantee against Manufacturing Defects of Glazed Units**

Single and double glazed units both come with a five year guarantee from the manufacturer. Discolouration of lead is not covered by the guarantee.  Any defects including scratches, blemishes or pimples will be subject to Glass and Glazing Federation British Standard for optical quality.

Visible signs of neglect, lack of maintenance or use of strong solvents and cleaning products will invalidate this guarantee. Any faults in glazed units that occur due to faulty manufacture will be replaced by Bret Freeman Joinery on a only basis if we did not install the defective product. If Bret Freeman Joinery was originally contracted to install the defective product we will supply and install the replacement. Glazing found not to be cared for in accordance with our Product Care and Maintenance Guide will invalidate this guarantee.

**5 Year Guarantee against Coating Failure on Fully Factory Finished Applied Paint and 3 Year with Stain**

**This guarantee covers the coating against:**

* Cracking (over greater than 5% of the coated areas).
* Damage resulting from fungal growth within the coating.
* Significant yellowing of the of the coating.
* Premature erosion of the film leading to areas of exposed timber.

**The following are not guaranteed:**

* The exudation of resin
* Extractive staining around knots
* Failure of coating to cills or drips with a projection greater than 80mm
* Clear finish external coatings

The following conditions of warranty apply following the supply of joinery products:

* There must be no physical damage to joinery or coating, i.e. chipping, staining.
* Coatings must be cared for appropriately and not damaged by abrasion; e.g. by window cleaner’s ladders
* Coatings must not be cleaned with strong chemicals
* Pole cleaning or Jet washers must not used to clean the windows.
* The coatings must be cleaned on regular basis to avoid dirt retention and mould growth.
* Only microporous paint recommended by Bret Freeman Joinery is to be used.

Bret Freeman Joinery’s liability will be limited to the cost of supply of replacement of paint/stain only.

**Guarantee conditions**

**The guarantees covered in this policy will be honoured provided the following conditions are met:**

All terms and conditions have been followed and products have been cared for in accordance with the Product Care and Maintenance Guide.

* Bret Freeman Joinery agrees that defects are a result of faulty materials and workmanship by the company.
* Full payment has been received for the goods.
* Products have been handled, stored, installed, decorated and maintained in accordance with Product Care and Maintenance Guide.

Liability is limited to replacing faulty products provided by Bret Freeman Joinery and excludes repairs to other parts of the building damaged as a result of a defective product supplied by Bret Freeman Joinery.

**Exclusions from Guarantees**

* Joinery supplied in an unfinished state.
* Joinery finished in any other product than Remmer’s spray system.
* Exclusions previously listed.
* People not employed by or contracted by Bret Freeman Joinery have carried repairs to the product.
* Any external items that are decorated in Anthracite grey or darker are not guaranteed for movement due to heat.
* Joinery that has swollen due to excessive absorption of moisture.
* Faults from misuse, neglect, damage, repair or modification by the purchaser.
* Customers’ specific design and specification requirements.
* Products used in swimming pools or similar environments subject to high humidity levels.
* Pole cleaning or jet washing has been carried out to joinery
* Damage outside of Bret Freeman Joinery’s control including but not limited to accident, fire, burglary, disaster.

Proof of purchase for any claim is the responsibility of the purchaser. The purchaser must provide proof of purchase in order to make a claim.

**This guarantee does not affect your statutory rights.**

**JOINERY CARE**

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1. [Handling](https://bespoakjoinery.com/joinery-care-and-maintenance-guide/#elementor-toc__heading-anchor-0)
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3. [General Product Care](https://bespoakjoinery.com/joinery-care-and-maintenance-guide/#elementor-toc__heading-anchor-3)
4. [Coatings Maintenance](https://bespoakjoinery.com/joinery-care-and-maintenance-guide/#elementor-toc__heading-anchor-4)

**Handling**

Before delivery the customer must prepare a suitable area for receiving the delivered goods. This area must be cool, dry and not exposed to the elements (eg frost, wind, rain, direct sun).

For supply-only orders the customer must provide adequate labour to assist with unloading and to check the goods are correct.

**Storage**

The customer must provide a clean, safe, dry area for storage.

* Goods must be stacked vertically on bearers to ensure adequate ventilation.
* Product wrapping must be removed if goods are to be stored for longer than 30 days to ensure adequate ventilation.
* Never store products where wet trades (eg plasterers) have recently been working or where walls, floors or surfaces are still drying.
* Never store goods in direct sunlight or dark areas for long periods to avoid paint or surface discolouration.
* Do not lay products flat on bearers. Products must be stored vertically to protect glazing and coatings.

**General Product Care**

Adequate building ventilation is required after installation, particularly when wet trades have been working in the vicinity. Excessive moisture may cause timber to swell or result in surface blistering and discolouration.

Take particular care to protect joinery products during the building process. Ensure they are not stored where falling debris could cause damage to decorative coatings, weather seals and ironmongery.

Adequate ventilation is required after building works have finished to avoid high humidity. Abnormal levels of humidity can increase or decrease moisture content in joinery.

Ironmongery disconnected or removed must be reconnected immediately to avoid damaging the joinery.

If resistance is felt on opening sashes or doors always investigate the cause. Never force products open or shut as this could cause damage.

Lubricate moving parts at regular intervals, clean ironmongery with non corrosive cleaners.

Wipe internal and external faces of the frame clean, clean glass and opening members.

**Coatings Maintenance**

**Cleaning**

Doors and windows should be cleaned regularly to prolong their life. The guidelines below apply to both interior and exterior surfaces.

Wash vertical painted surfaces from top to bottom to avoid streaking. Superficial dirt should be removed with water and a damp cloth. Use household detergent for heavier dirt, being careful to remove excess detergent with a damp cloth.

Never allow abrasive tools, strong detergents, ammonia, bleach or harsh cleaning chemicals to come into contact with finished surfaces.

Do not use solvents on any surfaces.

Avoid leaving detergent and liquid cleaners on surfaces to avoid adsorption.

Avoid saturating the product

Cleaning cloths must be free from grit and debris to avoid damaging finished surfaces.

Do not use a jet washer or pole cleaner as these could damage surfaces and invalidate the guarantee.

**Maintenance Guidelines by Remmers**

The maintenance period is greatly affected by exposure and building and joinery design. The table below demonstrates the maintenance schedule for **fully factory finished** windows and doors made from timber. It is important that the wooden parts of the windows are cleaned when the glass is cleaned, especially in highly built up areas where there is a lot of dirt pollution. This helps to avoid dirt contamination and reduces the chances of mould growth.

On sharp edges the coating film has a lower thickness. On these areas maintenance may be required sooner. In coastal locations where dry sand blasting occurs, care & maintenance will be required on a far more regular basis than indicated in the table below.

Dark colours are highly susceptible to solar heat gain and therefore may create higher levels of substrate instability (mostly shown on and around joints). This may be further exacerbated with significant fluctuations in relative humidity.

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Please note the timescales given above are just rough indications of what may be achieved and do not constitute a guarantee. Certain hardwoods with a natural red or pink colour such as Sapele and Eucalyptus Grandis will tend to lighten significantly under light translucent shades such as light oak. For our very light shades such as Native Oak the lifespans in this table do not apply. They may require yearly maintenance and the colour of the timber under these will significantly change.