

Smith & Chambers

B e s p o k e J o i n e r y

Bitteswell, Leicestershire

A trading name of I.G.Smith & sons Ltd

Terms & Conditions

Smith & Chambers

01455 203357

info@smithchambers.co.uk

By proceeding with the quotation and placing an order you are agreeing to the Terms and conditions as listed below.

1. In these conditions of sale, The Company means as per the details in the header. The "Customer" means the person, firm or company from whom the Company accepts an order. "Goods" means goods or services with are subject of such an order be it placed verbally or in writing via an email. "Contract" means the quote or estimate created by the Company and sent to the Customer.
2. The Customer agrees to purchase and have installed, delivered or to collect the Goods specified in the form of an order.
3. Orders are individually manufactured. Any Goods not used in their intended location in the Customer's premises cannot be credited against the quote price.
4. A 50% deposit payment is required to place the order and secure the job within production. The remaining 50% of the balance is required to be paid in full prior to delivery, installation or collection. Payment is to be made by bank transfer, BACS payment or by cheque made payable to the Company.
5. The Company reserves the right to cancel an order in the event that the surveyor is not entirely happy that the Company can fulfil its obligations to the Customer within the quoted price. In this event, any deposit or monies in respect to the order will be refunded in full by the Company.
6. The Customer hereby acknowledges that the items and drawings relating to the quote have been checked and are correct.
7. Risk shall pass to the Customer when Goods leave the Company's premises where the Customer collects. Risk shall pass to the Customer when The company has installed agreed goods.
8. Notwithstanding that the risk in the Goods has passed to the Customer, the ownership of the Goods shall remain with the Company which reserves the right to possession and to dispose of the goods until such time that payment has been received in full by the Company and cleared through the Company's bank account.
9. The company does not deem the order complete for the purposes of ordering a Building Control Certificate until the consumer has paid in full and has signed a customer acceptance of installation sheet confirming the customer's satisfaction with the installation and the completion of any snagging issues.
10. The Customer agrees to permit access to the Company, its servants and workers to the installation address at all reasonable times so that the Company may carry out the works scheduled. If within 28 days of being advised that the Company is ready to install, the Customer has not agreed to an installation date, the balance of the bespoke product supply cost becomes payable. A bespoke product is one that has been designed and manufactured to the Customer's specification and/or made to measure. For example, including, but not solely; glass, frame colour or hardware specification.
11. The Customer will provide the free use of a reasonable amount of water and electricity.
12. The Company will take all reasonable care of the Customer's property when carrying out the work but cannot accept liability for re-decoration.
13. Whilst every effort is made not to damage any plasterworks when replacing windows or doors sometimes plaster will fall off locally. We, the company have not allowed for any replastering works once windows/doors have been installed. We, the company have not allowed for any further trims or making good internally unless specified this includes any re-decoration inside and out to the property.
14. All items installed by the Company will be installed foam sealed and finished externally with either a mastic bead or colour matched trim. If the internal plaster line is chalkable then we will also apply the chalk ready for redecorating by others after installation is complete.
15. If The Company undertake any scaffolding works to gain access over roofs whilst every care is taken to avoid damage to roof covering we cannot guarantee there will be no breakages, whilst we will undertake repairs this is a chargeable extra to the original contract.
16. Once installation is complete, the internal area can be assessed and if internal trims are required this will be an additional cost to manufacture and will be to a primed finish only, ready to be painted by others, unless otherwise specified. Installation of any internal trims will require an additional separate chargeable visit which is payable prior to the installation of the internal trims. Should internal trims be required these will be charged at £8.00 per LM.
17. Standard projection cills are 69mm, based on a 35mm set back of window/door reveal, if specific sizes are required it is the Customer's responsibility to request alternative sizes. Projection cill to painted door frames are stained sapele as standard, unless otherwise requested. Projection cills to bifold doors are aluminium as standard. Window board grooves are not machined in as standard and must be requested if required. Standard seals in casement windows are black as standard unless otherwise requested by the Customer.
18. Projection cills over 80mm may be prone to cupping for which The Company will take no responsibility for excessive movement.
19. Seals, generally – casement window seals are black as standard, if brown or white are required this must be requested in writing to The Company. Casement windows have full perimeter seal to the frame not the casement. Sash window seals are white as standard, if brown or black are required this must be requested in writing to The Company. Due to the operation of a sliding sash window the seals do not envelope entirely leaving approx. 3mm gap where the sash meets the parting bead.
20. Trickle vents are mandatory to all windows unless Listed or agreed in a conservation area unless other means of purge ventilation are in place and approved by building control, under refurbishment works The Company cannot guarantee that the internal part of the trickle vent will not be covered by existing plasterwork.
21. For any of The Company's bespoke doors that are quoted, a cylinder with a thumb turn is our standard but if a double locking cylinder is preferred then it is The Customers responsibility to confirm this during their enquiry.

Smith & Chambers is a trading name of IG Smith & Sons LTD

Registered in England & Wales No. 8266776

Unit A, Bitteswell Farms, Ashby Lane, Bitteswell, Lutterworth, Leicestershire, LE17 4LS

01455 203357

Smith & Chambers

B e s p o k e J o i n e r y

Bitteswell, Leicestershire

A trading name of I.G.Smith & sons Ltd

22. Wherever possible, all items will incorporate high security locking systems to meet current insurance recommendations unless otherwise specified by the Customer. The Company takes no responsibility for further locks that may be required to meet insurance recommendations if a downgraded locking system has been requested, if specific locks are required this must be submitted in writing at the point of order, any changes after this point may include additional costs and delays to the manufacture process.
23. All u-values are stated on the quote and if there are specific requirements it is the Customer's responsibility to make the Company aware of this at the time of purchase.
24. U-values - the U-value of any item is taken as the overall of item and incorporates all materials used to give the overall U-value Timber, glass, panel and insulation.
25. As all of The Company's joinery is bespoke – manufactured to measure and order, they are not lab tested for noise attenuation or air permeability. We do however use high quality ironmongery, seals and other components within our bespoke Joinery that are tested and conform to the current required standards. If specific lab tests are required it is The Client's duty to inform The Company. For more information please contact The Company.
26. All Heritage work unless otherwise stated will be unglazed for putty facing on site by others.
27. All items are always shown as the external view and arrow points to the hinges.
28. If Dual finish is requested after quoting stage, doors will have an uplift of £75.00, windows £45.00 per item.
29. A Teknos painted colour match service is available for which we may require a wet sample of the chosen colour if it is not already held within the Teknos' system. The Company's Bespoke joinery can be sprayed any colour chosen by The Customer for a factory spray finish however if black if the chosen colour this will incur and additional cost £100.00 + vat per item.
30. There are some restrictions for a gate's size without planning permission, this is applicable to all properties, not just listed buildings or buildings in a conservation area. It is The Customer's responsibility to seek advice regarding the restrictions and if planning permission is required or not. It is not The Company's responsibility to provide this information to The Customer. If planning permission is required The Customer is to apply for planning permission and inform The Company that manufacture should not proceed until permission has been granted through planning permission. Whilst The Company can manufacture gates to any size requested, The Company will not be held responsible if The Customer has decided to proceed without seeking advice or planning permission if the required conditions are not met. More information regarding planning permission and the necessary conditions can be found online or by getting in touch with the local council for the required area.
31. Joinery manufactured in Oak will have a higher maintenance than other timbers. Like all timbers there is a risk of movement (swelling and shrinking) which can cause deterioration of paint and stain finishes. Oak is no exception to this and although it is a durable and long lasting timber there is still a risk of movement. Oak does have a high tannin content and with exposure to the elements there is risk that oak will blacken. This should not affect the structural stability of the joinery but it is not attractive. This is a natural part of Oak's characteristics and Customers wishing to order any oak joinery should be aware of this.
32. Accoya will contain some black stain, this is caused during the acetylation process and can be visible through stain finishes, it has no detriment to the timber or coatings and will mellow over time.
33. We, The Company do not warranty softwood for paint or movement in any way, our preferred timber is Accoya due to its dimensional stability, we will use other timber at the Customers request.
34. Adjustment of items after install- all items should be set and fully operation post install, as the timber will naturally expand and contract this may need further adjustment through the seasons, guides are available upon request for the process to adjust all items to include doors, bi-folds, casement windows for locks and hinges.
35. Aftercare – for all aftercare to paint please refer to the further paint warranties and procedures - all items should be visually inspected twice a year and any defective areas of paint should be filled if required and then repainted to prevent any paint failures.
36. Any bespoke timber joinery must not be cleaned or washed with a hose pipe, pressure washer or brush. This will damage the product and finish and void any warranties.
37. The quote price does not include for the repair or replacement of any rotten timber, defective lintels, hidden services or hazardous materials such as asbestos found during the course of carrying out the works or for the repair otherwise of any other structural defects unless such work is specified in the schedule of work. Any such work found to be necessary will be brought to the attention of the Customer and will be subject of a separate quotation.
38. The Company does not undertake to move services, fixtures or fittings which are ancillary to the basic structure of the property e.g. radiators, pipes, electricity, tv or telephone cables and the Customer shall remove all household fixtures, including curtains, nets and blinds before the installation is due to commence. The Company does not take any responsibility for damage caused to any of the above, if not removed by the Customer while work is executed. The Company reserves the right to charge for wasted time if it is unable to carry out work due to site specific restrictions/conditions.
39. The Company reserves the right to make minor variations to the specification of any of its products at its discretion and without prior notice to the Customer, in keeping with the Company's policy of continuous development and improvement. Any specification changes will be of an equal or improved product standard.
40. Any lead times given are approximate and a guide only. There are times when events beyond the Company's control delay projected timescales.
41. Unless delivery or install are listed in the quote as a separate item or agreed otherwise all items are deemed manufacture only and ex works.
42. Unless otherwise agreed, finished goods will only be held for one month, any time passing there after will incur storage costs, any invoices not paid will incur interest charged at the standard rate at the time.
43. If the Customer would like their installation to be registered with Certass to obtain a certificate, it is the Customer's responsibility to make the company aware of this at the time of placing the order. For contracts up to the gross total value of £30,000.00 this will be free of charge. For contracts £30,000.00 and over, an additional fee will be charged to the Customer at a rate of 1.255% of the contract gross total and will be payable prior to registering the project installation with Certass.

Smith & Chambers is a trading name of IG Smith & Sons LTD

Registered in England & Wales No. 8266776

Unit A, Bitteswell Farms, Ashby Lane, Lutterworth, Leicestershire, LE17 4LS

01455 203357

Smith & Chambers

B e s p o k e J o i n e r y

Bitteswell, Leicestershire

A trading name of I.G.Smith & sons Ltd

44. The Customer must be present for installation to sign off the installation paperwork. If the Customer is not present to do so then all responsibility lies with the customer.

45. The delivery or installation period quoted is that anticipated at the time of the order and will be improved on if possible. In the event that this contract is not completed in the specified delivery period, the Customer may serve notice on the Company in writing, requiring that the work be carried out and completed within 6 weeks.

If the work is not completed with such expended period, the Customer may cancel the uncompleted work covered by the contract without penalty on either side and without loss of any deposit paid by serving written notice by recorded delivery post to the Company.

Notwithstanding the foregoing, the Company shall not be liable for any delay in the completion of work which arises for causes beyond the reasonable control of the Company; in the event that time has been made the essence of the contract, time shall not run during such delay or when a delay due to the Customer.

46. The Company's liability to the Customer in respect of the direct or indirect consequences of any breach or non-performance howsoever caused or of the strikes or of lock-outs or of any other circumstance beyond the Company's control or of non-supply by a third party or arising out of negligence or of any misrepresentation or of force majeure or of any other tort or breach of statute by the Company, its employees or its agents shall be limited to the price of the goods which are subject matter of the particular order. The Company reserves the right to treat the contract as at an end with no compensation payable to the Customer.

47. The Company will, at its sole discretion, repair or replace all goods that are or become defective by reason of faulty materials or workmanship in line with our written guarantee.

48. Nothing in these terms and conditions shall be interpreted as excluding or restricting the statutory rights of the Customer.

49. The Company may, in its sole discretion, revise or change these Terms and Conditions (in whole or in part) from time to time without notice to the Buyer/Customer.

50. The formation, construction and performance of this agreement or shall be governed in all by English Law.

Cancellation conditions

As all items manufactured are bespoke we do not offer a refund if the manufacture of your project has begun.

Should you need to cancel a project that you have paid a deposit for, for whatever reason, we require a clear statement via email stating the quote number, name and address within 14 days of the deposit being paid, if materials have already been purchased there will be a 30% restocking charge for the total sum of the order, if surveys or design work has been undertaken the cost of this element of work will also be chargeable.

Warranties

Standard 24mm glass that is drained and vented holds a 10 year guarantee.

Standard 24mm glass that is beaded into an undrained frame holds a 5 year guarantee.

Heritage glazing that is puttied holds a 5 year guarantee.

Draft seals generally hold a lifetime guarantee.

Defects to glass within the warranty period will be supplied FOC only installation will be at additional fee.

Visual defects in glass as per British standard-Please ask a member of the Company for further details.

If Part Q certification or similar certification is required for any project then this must be stated by the Customer at the point of purchase.

12 year Teknos paint Warranty on Accoya (with exclusions).

7 year Teknos stain Warranty on Accoya (with exclusions).

Softwood and Oak will not obtain a paint/stain Warranty.

Smith & Chambers is a trading name of IG Smith & Sons LTD

Registered in England & Wales No. 8266776

Unit A, Bitteswell Farms, Ashby Lane, Bitteswell, Lutterworth, Leicestershire, LE17 4LS

01455 203357