

# Terms & Conditions



We must receive emailed acceptance of these terms and conditions before any work can be carried out.

## **Definitions**

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

"The company", "us" or "we" means Alexander Joshua Limited.

"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 Alexander Joshua Limited (Company Registration Number 13292369) whose registered address is 78 Loughborough Road, Quorn, Leicestershire LE12 8DX. 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.

## **Quotation / Order**

Once we have carried out an initial site visit, we will provide you a written quotation (sent by email unless otherwise arranged with the customer). You are under no obligation to commit to the work unless you accept our quotation and place an order. Once you've accepted the quotation, we will provide computer generated designs. Once happy we shall send an invoice for our 10% booking deposit. The contract will only start when you have agreed to proceed in writing, and a no-refundable deposit of 10% is paid by you in accordance with the contract.

Any quotation we provide is valid for a period of 28 days from the date of the quotation, unless we provide written notice that the quotation is withdrawn or is valid for longer. We reserve the right to increase the price if required after that period.

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 if the design is revised by the customer. You will be notified in writing of any such revisions.

Once we have received your 10% deposit, we will book you in our diary and give you an estimated installation date.

Handles/knobs are included in the quotation unless otherwise stated, these are chosen by the customer from our standard range. If you require a handles/knobs not from our standard range the full cost of the chosen product will be charged to the customer.

**It is your responsibility to check that the specifications and dimensions given in the final design after the survey are suitable to your requirements.**

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

## **Pricing and Payment**

Payment terms are as follows:

- **An initial 10% of the total price is due upon accepting the quote having accepted the final design.**
- **A further 60% of the total price is due when we are ordering materials (normally between two and three weeks prior to installation). This date will be confirmed to you by email.**

- **The remaining 30% 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: Alexander Joshua Limited**

**Sort code: 60-83-71**

**Account number: 09399548**

We offer an online card payment facility, our provider charges an additional 1.4% of the invoice total for using their service.

If you would prefer to pay by cheque, a surcharge of £10 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.

### **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 08:00 to 18:00. Installations may be booked over several days if required, 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.

For spray finishes, we cannot guarantee exact colour matching with any existing paintwork or hand painted finishes of the same colour. We can supply the majority of well-known brand colours, if our paint supplier doesn't have your requested colour, the customer can supply a paint sample to be closely matched. This service is provided at an additional charge.

As goods are manufactured to order, once manufacturing has begun, 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.

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 will take between 1-5 working days and we will 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 08:00 and 18:00 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.**• **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.
- **Clear the floor space required for the installation.**
- Disconnect and remove TV, audio or media equipment.

We will protect your floors/carpets and property as necessary by using dust sheets, self-adhesive removable carpet protectors, 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 shelves 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.

### **Guarantee**

Your new fitted furniture has the benefit of a manufacturer's guarantee which covers the failure of materials purchased for 7 years.

### **The Guarantee is subject to the following conditions:**

- You have properly cared for and used the goods and followed any instructions provided by us, particularly in the case of gloss and high sheen furniture.
- The furniture has been used for normal domestic purposes only.
- The guarantee is personal to you and is not transferable.
- The furniture has not been altered, or interfered with, by any other persons not authorised to do so by ourselves.
- Any repair work must be undertaken by ourselves. This does not include the fitting/replacement of the items listed below which are not covered under our guarantee.

**The guarantee does not cover:**

- Any damage caused by wear and tear.
- Natural wear and tear.
- Natural colour fading caused by prolonged exposure to direct sunlight.
- Movement of wardrobe infill or worktop caused by natural movement of the house's structure for installations over 30 days old. This also includes settlement of furniture if fitted on top of carpet.
- Fitting of any small item replacements, for example, handles, hanging rails, etc.
- Electrical and light fittings, bulbs, mirrors and glass.
- Door and drawer adjustments and caulking, refitting of drawers removed from drawer runners.
- Accidental damage caused as a result of an unexpected and non-deliberate action.
- If the furniture is required to be removed from the room's structure the guarantee does not cover re-decoration or damage to flooring. This will be the responsibility of the consumer to make good.
- All consumables required to replace faulty parts will be charged for; these include, but are not limited to, screws, filler, brackets, etc.

Please note: We shall at our discretion repair, replace or reinstall parts as required. Due to natural colour fading on your existing furniture there may be a slight colour variation in any items replaced which is out of our control.

**Liability/Rights**

We are covered for public liability under NIG UK Insurance Ltd (through R A Cowen & Partners Limited).

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 Alexander Joshua 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.