

ASPINALL & CO– “The Seller” | TERMS AND CONDITIONS

1. Definitions

In this document the following words shall have the following meanings:

“Buyer” means the person who buys Goods from the Seller.

“Conditions” means the Terms and Conditions of sale set out in this document.

“Delivery Date” means the date specified by the Seller when the Goods are to be delivered.

“Installation” means the date specified by the Seller when the Goods are to be installed.

“Price” means the Price for the Goods including Installation and net of VAT.

“Goods” means the products which the Buyer agrees to buy from the Seller.

“Seller” means Aspinall and Co (Unit B6C, Newton Business Park, Talbot Road, Hyde, SK14 4UQ)

2. General

2.1 These Terms and Conditions shall apply to the sale of Goods and Services by the Seller to the Buyer and shall prevail over any documentation or communication from the Buyer.

2.2 All orders for Goods shall be deemed to be a contract by the Buyer to purchase Goods pursuant to these Terms and Conditions and are subject to acceptance by the Seller.

2.3 Signature on this order or confirmation of order acceptance in writing by the Buyer shall be deemed conclusive evidence of the Buyer’s acceptance to these Terms and Conditions.

2.4 Any variation to these Terms and Conditions shall be inapplicable unless agreed in writing by the Seller.

2.5 Nothing in these Terms and Conditions shall affect the Buyer’s statutory rights as a Consumer.

3. Price and Payment

3.1 Payment terms are set out on the “Client” order form and are agreed between the “Cabinet Maker” and the “Client” prior to order. A 50% deposit is to be paid on placement of order and 50% balance prior to delivery.

3.2 Title of the Goods remains with the Seller until full payment has been received by way of cleared funds. Until such time as the property passes to the Buyer the Seller may at any time require the Buyer to deliver up the Goods to the Seller and, if the Buyer fails to do so forthwith, enter on any premises of the Buyer or any third party where the Goods are stored and repossess the Goods.

3.2 This Sales Agreement or confirmed order in writing from the Seller to the Buyer is an invoice and the Buyer understands that should any balance not be paid upon completion of the agreement, then the Seller will be entitled to charge the Buyer daily interest on any overdue payment. The amount of interest charged will be set at a rate of 1.75% above the current Bank of England base rate.

4. Goods

4.1 The quantity and description of Goods shall be as set out overleaf or as confirmed separately in writing by the Seller. The Seller reserves the right to amend/adjust the sizes overleaf after survey for technical reasons.

4.2 The Seller shall be under no liability in respect of any defect in the Goods arising from any drawings, dimensions, design or specification supplied by the Buyer, including any shade variances on colour matching.

4.3 The Seller shall be under no liability in respect of any defect arising from fair wear and tear, wilful damage, negligence, abnormal working conditions, failure to follow the Sellers instructions (whether oral or in writing), misuse or alteration or repair of the Goods without the Sellers approval.

4.4 The Seller shall be under no liability under any warranty or guarantee if the total price for the Goods has not been paid by the due date for payment.

4.5 The Buyer shall only be entitled to the benefit of any warranty or guarantee given by the manufacturer of any parts, materials or equipment not manufactured by the Seller.

4.6 A claim by the Buyer which is based on any defect in the quality or condition of the Goods or their failure to correspond with specification shall be notified to the Seller within 7 days from the date of delivery. If the Buyer does not notify the Seller accordingly, the Buyer shall not be entitled to reject the Goods and the Seller shall have no liability for such defect or failure and the Buyer shall be bound to pay the Price as if the Goods had been delivered in accordance with the terms of this contract.

4.7 Where a valid claim in respect of any of the Goods is based on a defect in the quality or condition of the Goods or their failure to meet specification is notified to the Seller in accordance with these terms the Seller may replace or make good the Goods (or the part in question) free of charge or, at the Sellers sole discretion, refund to the Buyer the Price of the Goods (or a proportionate part of the Price) in which case the Seller shall have no further liability to the Buyer.

4.8 Except in respect of death or personal injury caused by the Seller's negligence, or liability for defective products under the Consumer Protection Act 1987, the Seller shall not be liable to the Buyer by reason of any representation (unless fraudulent), or any implied warranty, condition or other term, or any duty at common law, or under the express terms of the contract, for loss of profit or for any indirect, special or consequential loss or damage, costs expenses or other claims for compensation whatsoever (whether caused by the negligence of the Seller, its employees or agents or otherwise) which arise out of or in connection with the supply of the Goods (including any delay in supplying or any failure to supply the Goods) in accordance with the contract or their use by the Buyer and the entire liability of the Seller under or in connection with this contract shall not exceed the price of the Goods, except as expressly provided in these terms.

5. Delivery and Installation of Goods

5.1 The Seller should manufacture and deliver the Goods to the Buyers installation address within 12 weeks of the date of the survey, subject to manufacturing delays beyond its reasonable control.

Time of Delivery and Installation shall not be of the essence and the Seller shall not be liable for any losses, costs, damages, expenses incurred by the Buyer or any third party arising directly or indirectly out of any failure to meet any estimated Delivery Date.

5.2 All deliveries will take place during weekdays, Monday to Friday between 08:00 and 20:00 hours and the Buyer agrees to accept delivery on that basis.

5.3 The Buyer accepts that Installation will not always be on the same day as delivery.

5.4 The Seller will not accept liability for consequential losses for the Delivery or Installation delays.

5.5 If on Delivery or Installation the Seller finds that either the Buyer is not at the delivery address and no alternative arrangements have been made for delivery/installation, the Seller's representative will leave a card to advise of the failed appointment.

5.6 In the event of a failed appointment the Buyer should contact the Seller to rearrange the appointment.

5.7 A minimum of one week's notice from the Seller to the Buyer is required for any change of a confirmed appointment date. The Seller reserves the right to make a charge for such failed appointments of 5% of the order value with a minimum of £250.00.

5.8 The Buyer is not required to open the packages and inspect the Goods before the Buyer accepts delivery from the Sellers delivery service. Open packages will be deemed as accepted by the Buyer.

5.9 The Buyer will be aware of the size and number of Goods ordered overleaf or as confirmed in writing separately by the Seller and should have prepared and considered the space required to accommodate delivery, before the delivery is made by the Seller and pending Installation.

5.10 Title and risk of the Goods shall pass to the Buyer upon Installation of the Goods provided the goods have been paid for in full.

5.11 No Goods will be delivered or installed at the Buyer's premises without full payment of cleared funds being made in accordance with clause 3.1.

6. Installation Specification

6.1 The Seller will attend the Buyers Installation address on the date agreed in order to complete the Installation of the Buyers Goods.

6.2 The Buyer agrees and accepts to clear a reasonable working area for each installation and any furniture or ornaments prior to the Seller's installer attending. The Seller will not be liable for any breakages to items within the working area.

6.3 The Seller's installer will provide all necessary dust-sheets and materials required for the Installation.

6.8 The Seller reserves the right to alter technical data or specification detailed overleaf within reasonable guidelines without notice for an equal alternative.

6.9 Installations of Kitchens, Under Stairs Storage, Bedroom, Studies and all other bespoke Goods will be ascribed to fit where appropriate.

7. Cancellation and Refunds

7.1 Cancellations or changes must be made in writing and sent to mark@aspinallandco.co.uk

7.2 If the Buyer purchase has already been put into production, the Buyer will be liable to pay for the full purchase cost of the items ordered and no refund will be given. If however, the production or purchase of any materials has not been made or manufactured, the Company may at its discretion give a refund, deducting any reasonable out of pocket expenses.

7.3 We do not hold stock. All sales are final and cannot be returned.

7.4 Should the Buyer not wish to accept delivery of the bespoke commissioned furniture manufactured for them by the Seller, the Seller will not offer a refund and the buyer is liable for any outstanding invoices relating to the order.

Bespoke products are considered as special orders.

8. Jurisdiction

8.1 All disputes arising out of this Sales Agreement shall be subject to the relevant UK law and the Court of the UK will have exclusive jurisdiction in relation to this contract

9. VAT

9.1 All Prices are Net of VAT which will be charged at the prevailing rate.