TERMS & CONDITIONS

1. These terms

1.1 These are the terms and conditions on which we supply product(s)and/or services to you.

1.2 Please read these terms carefully before you submit your order to us. These terms tell you who we are, how we will provide product(s) and/or services to you, how you and we may change or end the contract, what to do if there is a problem and other important information. If you think that there is a mistake in these terms or require any changes, please contact us to discuss.

2. Information about us and how to contact us

2.1 We are Timber Technology Limited, a company registered in England and Wales. Our company registration number is 09485554 and our address is Unit 15 Redfields Industrial Park, Church Crookham, Hants, GU52 0RD. Our registered VAT number is 250732133.

2.2 You can contact us by telephoning our customer service team at 01252 763306 or by writing to us at info@timbertechnology.co.uk or Unit 15 Redfields Industrial Park, Church Crookham, Hants, GU52 0RD.

2.3 If we have to contact you we will do so by telephone or by writing to you at the email address or postal address you provided to us in your order.

2.4 When we use the words "writing" or "written" in these terms, this includes emails.

3. Our contract with you

3.1 Our acceptance of your order will take place when we tell you that we are able to provide you with the product(s) and/or services at which point a contract will come into existence between you and us.

3.2 If we are unable to accept your order, we will inform you of this and will not charge you for the product(s) and/or services. This might be because the product(s) is out of stock, because we have identified an error in the price or description of the product(s) and/or services, because we are unable to meet a delivery deadline you have specified or because of unexpected limits on our resources which we could not reasonably plan for.

3.3 Your Invoice number/s will be your order number. It will help us if you can tell us the order number whenever you contact us about your order.

4. Our product(s)

4.1 The images of the product(s) in our brochure, on our website and as per our drawings are for illustrative purposes only. Although we have made every effort to display the colours accurately, we cannot guarantee that a device's display of the colours or the printed pictures in our brochure or of your drawings accurately reflects the colour of the product(s). Your product(s) may vary slightly from those images.

4.2 If we are making the product(s) to measurements you have given us you are responsible for ensuring that these measurements are correct.

5. Your rights to make changes

If you wish to make a change to the product(s) and/or services you have ordered please contact us. We will let you know if the change is possible. If it is possible, we will let you know about any changes to the price of the product(s) and/or services, the timing for delivery or anything else which would be necessary as a result of your requested change and ask you to confirm whether you wish to go ahead with the change.

6. Our rights to make changes

6.1 We may change the product(s) and/or services to reflect changes in relevant laws and regulatory requirements and to implement minor technical adjustments and improvements. These changes will not affect your use of the product(s) and/or services.

6.2 In addition, we may make changes to these terms or the product(s) and/or services, but if we do so we will notify you and you may then contact us to end the contract and receive a full refund before the changes take effect.

7. Providing the product(s)

7.1 Unless stated otherwise, the costs of delivery and installation will be included within your quote which is provided to you during the order process.

7.2 During the order process we will let you know when we will provide the product(s) to you and install them.

7.2.1 If the product(s) is a one-off purchase (rather than a subscription) we will contact you with an estimated delivery and installation date.

7.3 We are not responsible for delays outside our control. If our delivery or installation of the product(s) is delayed by an event outside our control then we will contact you as soon as possible to let you know and we will take steps to minimise the effect of the delay.

7.4 If you have asked to collect the product(s) from our premises, you can collect the product(s) from us at any time during our working hours of 7.30am – 4.00pm on weekdays.

7.5 If no one is available at your address to take delivery and the product(s) cannot be posted through your letterbox, we will leave you a note informing you of how to re-arrange delivery.

7.6 If you do not collect the product(s) from us as arranged or if, after a failed delivery to you, you do not re-arrange delivery we will contact you for further instructions and may charge you for storage costs and any further delivery costs. If, despite our reasonable efforts, we are unable to contact you or re-arrange delivery or collection we may end the contract and clause 10 will apply.

7.7 If you have asked us to install the product(s) for you and you do not allow us access to your property as arranged (and you do not have a good reason for this) we may charge you additional costs incurred by us as a result. If, despite our reasonable efforts, we are unable to contact you or re-arrange access to your property we may end the contract and clause 10 will apply.

7.8 The product(s) will be your responsibility from the time we deliver the product(s) to the address you gave us or you collect it from us.

7.9 You own the product(s) once we have received payment in full.

7.10 We may need certain information from you so that we can supply the product(s) to you and install them for you. If so, this will have been stated in the description of the product(s). We will contact you to ask for this information. If you do not give us this information within a reasonable time of us asking for it, or if you give us incomplete or incorrect information, we may either end the contract (see clause 10) or make an additional charge of a reasonable sum to compensate us for any extra work that is required as a result. We will not be responsible for supplying or installing the product(s) late or not supplying or installing any part of them if this is caused by you not giving us the information we need within a reasonable time of us asking for it.

7.11 We may have to suspend the supply of a product(s) to:

7.11.1 Deal with technical problems or make minor technical changes;

7.11.2 Update the product(s) to reflect changes in relevant laws and regulatory requirements;

7.11.3 Make changes to the product(s) as requested by you or notified by us to you (see clauses 5 and 6).

7.12 We will contact you in advance to tell you we will be suspending supply of the product(s), unless the problem is urgent or an emergency. If we have to suspend the product(s) for longer than 3 months you may contact us to end the contract. In such case we will refund any sums you have paid in advance for the product(s) in respect of the period after you end the contract.

7.13 If you do not pay us for the product(s) when you are supposed to (see clause 12.4) and you still do not make payment within 7 days of us reminding you that payment is due, we may suspend supply of the product(s) until you have paid us the outstanding amounts. As well as suspending the product(s) we can also charge you interest on your overdue payments (see clause 12.6).

8. Providing the services

8.1 We will supply the services to you from the date we accept your order. The estimated completion date for the services is as told to you during the order process.

8.2 If our performance of the services is affected by an event outside our control then we will contact you as soon as possible to let you know and we will take steps to minimise the effect of the delay.

8.3 If you have asked us to provide the services to you at your property and you do not allow us access to your property as arranged (and you do not have a good reason for this) we may charge you additional costs incurred

by us as a result. If, despite our reasonable efforts, we are unable to contact you or re-arrange access to your property we may end the contract and clause 10 will apply.

8.4 We may need certain information from you so that we can provide the services to you. We will contact you to ask for this information. If you do not provide us with this information, within a reasonable time of us asking for it, or you provide us with incomplete or incorrect information, we may either end the contract (see clause 10) or make an additional charge of a reasonable sum to compensate us for any extra work that is required as a result. We will not be responsible for providing the services late or not providing any part of them if this is caused by you not giving us the information we need within a reasonable time of us asking for it.

8.5 We may have to suspend the services to:

8.5.1 deal with technical problems or make minor technical changes;

8.5.2 update the services to reflect changes in relevant laws and regulatory requirements;

8.5.3 make changes to the services as requested by you or notified by us to you (see clauses 5 and 6).

8.6 We will contact you in advance to tell you we will be suspending the services, unless the problem is urgent or an emergency. If we have to suspend the services for longer than 3 months you may contact us to end the contract if we suspend the services and we will refund any sums you have paid in advance for services not provided to you.

8.7 If you do not pay us for the services when you are supposed to (see clause 12.5) and you still do not make payment within 7 days of us reminding you that payment is due, we may suspend supply of the product(s) until you have paid us the outstanding amounts.

9. Your rights to end the contract

9.1 You may contact us to end your contract for product(s) at any time before we have delivered it/them and you have paid for it/them, but in some circumstances, we may charge you for doing this, as described below. Of course, you always have rights where product(s) and/or services are faulty or miss-described (see clause 11). You may also contact us at any time to end the contract for the services, but in some circumstances, we may charge you certain sums for doing so, as described below. You may be charged for:

9.1.1 Any labour and materials incurred to date including the production of designs and drawings

9.2 If you are ending the contract for a reason set out at 9.2.1 to 9.2.5 below the contract will end immediately and we will refund you in full for any product(s) and/or which have not been provided or have not been provided properly and you may also be entitled to further compensation. The reasons are:

9.2.1 We have told you about an upcoming change to the product(s) and/or services or these terms which you do not agree to (see clause 6.2);

9.2.2 We have told you about an error in the price or description of the product(s) and/or services you have ordered and you do not wish to proceed;

9.2.3 We have suspended supply of the product(s) and/or services for technical reasons, or we notify you that we are going to suspend them for technical reasons, in each case for a period of more than 3 months; or

9.2.4 You have a legal right to end the contract because of something we have done wrong.

9.3 If you are not ending the contract for one of the reasons set out in clause 9.2, then the contract will end immediately and we will refund any sums paid by you for product(s) and/or services not provided but we may deduct from that refund reasonable compensation for the net costs we will incur as a result of your ending the contract.

10. Our rights to end the contract

10.1 We may end the contract for a product(s) at any time by writing to you if:

10.1.1 You do not make payments to us when it is due and you still do not make payment within 7 days of us reminding you that payment is due;

10.1.2 You do not, within a reasonable time of us asking for it, provide us with information that is necessary for us to provide the product(s) and/or services; or

10.1.3 You do not, within a reasonable time, allow us to deliver the product(s) or collect them from us and/or give us access to your property to provide the services to you.

10.2 If we end the contract in the situations set out in clause 10.1 we will refund any money you have paid in advance for product(s) and/or services we have not provided but we may deduct or charge you reasonable compensation for the net costs we will incur as a result of your breaking the contract.

11. If there is a problem with the product(s) and/or services

11.1 If you have any questions or complaints about the product(s) and/or services, please contact us. You can telephone our consumer service team at 01252 763306 or by writing to us at info@timbertechnology.co.uk or Unit 15 Redfields Industrial Park, Church Crookham, Hants, GU52 0RD.

11.2 In the unlikely event there is any defect with the product(s) and/or services:

11.2.1 if remedying the defect is impossible or cannot be done within a reasonable time or without significant inconvenience to you we will refund the price you have paid for the services.

11.2.2 in all other circumstances we will use every effort to repair or fix the defect free of charge, without significant inconvenience to you, as soon as we reasonably can and, in any event, within 1 month.

12. Price and payment

12.1 The price of the product(s) and/or services (which includes VAT) will be the price set out in our written quotation. We take all reasonable care to ensure that the price of product(s) advised to you is correct. A new quotation will be provided if any changes are required including changes to the original quote or additional work requested.

12.2 If the rate of VAT changes between your order date and the date we supply the product(s), we will adjust the rate of VAT that you pay, unless you have already paid for the product(s) and/or services (including delivery and installation costs) in full before the change in the rate of VAT takes effect.

12.3 We accept payment via bank transfer (BACS) and credit/debit card. You must pay for any product(s) (including delivery and installation costs) according to our payment terms set out in 12.4.

12.4 You must make a deposit payment of 25% upon acceptance of our quotation of the price of the services, before we start providing them. We will invoice you in instalments as follows: 25% upon acceptance of quote to secure your booking, 25% with approved drawings, 45% during manufacture (due no later than 5 working days before installation. Failure to comply may result in installation delays), 5% on completion excluding any snagging. Snagging items to be reported within 24 hours of completion. You must pay each invoice by the due date of the invoice. We accept payment by BACS, online credit or debit card or via Crezco (online payment link).

12.5 If we are unable to collect any payment from you by the due date, we may charge interest to you on the overdue amount at the rate of 8% plus the Bank of England base rate. This interest shall accrue on a daily basis from the due date until the date of actual payment of the overdue amount, whether before or after judgment. You must pay us interest together with any overdue amount.

12.6 If you think an invoice is wrong, please contact us promptly to let us know.

13. Our responsibility for loss or damage suffered by you

13.1 If we fail to comply with these terms, we are responsible for loss or damage you suffer that is a foreseeable result of our breaking this contract or our failing to use reasonable care and skill.

13.2 We do not exclude or limit in any way our liability to you where it would be unlawful to do so. This includes liability for death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors; for fraud or fraudulent misrepresentation; for breach of your legal rights in relation to the goods and for defective products under the Consumer Protection Act 1987.

13.3 If we are installing the product(s) and/or providing other services in your property, we will make good any damage to your property caused by us while doing so. However, we are not responsible for the cost of repairing any pre-existing faults or damage to your property that we discover while providing the services.

14. How may we use your personal information

14.1 We will only use your personal information as set out in our privacy policy: If you require a digital copy please email info@timbertechnology.co.uk

14.2 We will only give your personal information to third parties where the law either requires or allows us to do so.

15. Other important terms

15.1 We may transfer our rights and obligations under these terms to another organisation.

15.2 You may only transfer your rights or your obligations under these terms to another person if we agree to this in writing.

15.3 This contract is between you and us. No other person shall have any rights to enforce any of its terms.

15.4 Each of the paragraphs of these terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.

15.5 If we do not insist immediately that you do anything you are required to do under these terms, or if we delay in taking steps against you in respect of your breaking this contract, that will not mean that you do not have to do those things and it will not prevent us taking steps against you at a later date.

15.6 These terms are governed by English law and you can bring legal proceedings in respect of the product(s) in the English courts. If you live in Scotland you can bring legal proceedings in respect of the product(s) in either the Scottish or the English courts. If you live in Northern Ireland you can bring legal proceedings in respect of the product(s) in either the Northern Irish or the English courts.

Upon acceptance of your quote, you are agreeing to the Terms and Conditions set out above.