

Definitions

1. "Buyer" means the individual or organisation that buys or agrees to buy the Goods from the "Seller".
2. "Contract" means any contract for sale of goods by the Seller to the Buyer incorporating these Terms and Conditions
3. "Goods" means any goods forming the subject of this contract that the Buyer agrees to buy from the Seller.
4. "Seller" means JS Woodcraft Ltd of Stillington Road, Sutton on the Forest, YORK, YO61 1EH
5. "Terms and Conditions" means the terms and conditions of sale set out in this document and any special terms and conditions agreed in writing by the seller.

Conditions

6. Nothing in these Terms and Conditions shall affect the Buyer's statutory rights as a Consumer
7. Our Terms and Conditions apply to all contracts for the sale of Goods by the Seller to the Buyer and shall prevail over any other documentation or communication from the Buyer
8. Acceptance of delivery of the Goods shall be deemed conclusive evidence of the Buyer's acceptance of these Terms and Conditions
9. Any variation to these Terms and Conditions (including any special terms and conditions agreed between the parties) shall be inapplicable unless agreed in writing by the Seller.

Ordering

10. All orders for Goods shall be deemed to be an offer of the Buyer to purchase
11. You must ensure that the details of your order for the products are complete and accurate before you submit your order. If you think there is a mistake, please contact us to discuss.
12. The Seller may choose not to accept an order for any reason
13. If the Goods ordered by the Buyer are not available from stock, the Buyer shall be notified and given the option to either wait until the Goods are available, or be offered an alternative or cancel the order and receive a full refund within 30 days.
14. Goods pursuant to these Terms and Conditions are subject to acceptance by the Seller.
15. Goods are not sold on a trial basis
16. A £150 + vat surcharge for any additional repeat orders fewer than 25m² will be charged & a surcharge on accessories of £100 + vat not ordered with the original order.

Pricing and Payment

17. The price of the Goods shall be that quoted on the Seller's Price list or quotation. The Price does not include VAT and delivery charges unless otherwise stated.
18. VAT will be charged at the current rate.
19. The total price, including VAT and any delivery charges, will be invoiced to the Buyer.
20. All payments will be made in GBP £'s sterling
21. After the Order is received the Seller shall confirm in writing, the details, description, and price for the Goods together with the right to cancel if the Buyer is a Consumer.
22. If we list a product at the wrong price due to a typographical error or receive incorrect pricing information from our suppliers, we have the right to refuse or cancel any orders placed prior to the order being delivered.
23. Prices of the seller's products may change from time to time and we may, by giving notice to you up to 30 Business days, increase the price of the product to reflect any increase in the cost of the products that is due to: any factor beyond our control including but not limited to foreign exchange fluctuation, increases in taxes and duties and increase in labour, material or other manufacturing costs.
24. We will not adjust any prices without you first being informed and will allow you to withdraw your order at no cost to yourself and if applicable a full refund will not be given.
25. Any quotation for the products is valid for a period of 30 days only from the date that it is issued. Quotes are subject to current stock availability from our suppliers. The Seller has the right to withdraw quotes.

26. The price of the products does not include delivery charges. Our delivery charges are as quoted in our current published price list.

27. The Seller asks for a non-refundable payment of 50% of the price of the bespoke product at the time you place your order, and the balance invoice shall be paid before prior to despatch or collection, unless otherwise agreed by us in writing.

28. The buyer can pay for the products in cash, by making a direct bank transfer into our account or using a debit or credit card.

Sellers Rights

29. Adjust the price and specification of any item at its discretion

30. Withdraw any goods from sale at any time

31. Not liable to anyone for withdrawing any Goods from sale, price adjustments or refusing to process an order

32. Decline service to any individual Buyer

33. Colour accuracy of any product samples provided cannot be guaranteed to match the production due to the sample changing because of the passage of time and due to the material being a natural living product with natural colour variance. The Seller cannot take liability for any colour variation from batch to batch, even though the seller follows the same colour recipe.

34. Please read Important facts to note when buying European Oak Flooring.

Warranty

35. The Seller warrants that the Goods will at the time of despatch correspond to the description given by the Seller. Except where the Buyer is dealing as a Consumer, all other warranties, conditions, or terms relating to fitness for purpose, merchantability, or condition of Goods, whether implied by Statute, common law or otherwise are excluded, and the Buyer is satisfied as to the suitability of the Goods for the Buyers purpose.

36. When installing or using any of the goods or equipment supplied by the Seller, the Buyer shall observe all instructions, directions and warnings issued by the Seller. Details of the flooring installation and wood specification are given in our Flooring Information Pack. JS Woodcraft strongly recommends that any floors with underfloor heating should be fitted with a Fidbox®. Failure to do so will invalidate any warranty.

37. We are not responsible for installing the product and will not be liable for any damages to the product or any other property, person or otherwise caused during the installation of the products.

38. The buyer is full responsible for ensuring that the product is fully & properly maintained. Please read our maintenance guidelines.

Delivery

39. Upon receipt of your order, goods will normally be delivered within 4- 6 weeks from ordering unless otherwise advised.

40. The Seller shall endeavour to meet any date agreed for delivery. In any event time of delivery shall not be of the essence and the Seller shall not be liable for any losses, costs, damages, or expenses incurred by the Buyer or any third party arising directly or indirectly out of any failure to meet any estimated delivery date.

41. The Seller will store the order until delivery takes place and may (at the Directors discretion) charge you for all related costs and expenses (including, without limitation, storage & insurance at £20 + vat per week/per pallet) The buyers must give us 48hr notice before delivery is required.

42. We recommend that you only arrange for tradesmen to carry our work on your behalf after your goods have been delivered and the Seller is not liable for any tradesmen's loss of earnings.

43. If you have paid for your flooring to be delivered, delivery shall be made to the buyer's kerbside delivery address specified in the order confirmation and be expected to hand ball the order off the vehicle. The Seller does not handle or unload the product on arrival at the location. You must ensure that adequate assistance is available to unload upon delivery. The Buyer shall make all arrangements necessary to take delivery of the Goods whenever the goods are tendered for delivery. The Goods will be delivered between 8.00am and 6.00pm, unless otherwise advised.

44. It is assumed that the delivery address is accessible by truck measuring approximately 2400 wide by 10500 long and 3900 high.

45. It is the Buyer's responsibility to advise us of any height, weight, time, and parking restrictions applicable to the delivery street address.

Any costs incurred because of failure to advise of any points in the delivery section including return to base and redelivery costs will be charged to the Buyer

46. Once the products have been installed, they are deemed to be accepted. After acceptance you shall not be entitled to reject the products which are not in accordance with the contract.

47. The flooring installer is the last person to check the flooring, in the rare occasion defective pieces of flooring maybe found, the company must be contacted. If the defective piece of flooring is installed it is deemed to be acceptable by the client. Any claim for compensation from any clients is limited to the purchase price paid for the goods, the company is not liable for any additional losses.

Cancellations and Returns Policy

48. The Buyer must inspect the Goods immediately upon receipt and shall notify the Seller in writing within 1 working days of delivery with photographic evidence if the Goods are damaged or do not comply with any of the Contract.

49. If the Buyer fails to do so the Buyer shall be deemed to have accepted the Goods. A telephone call does not constitute notification of non-acceptance.

50. If the Buyer, without the Seller's written approval, processes the product to remove any perceived problem, a complaint won't be handled. If the third party, without the Seller's written approval, does some repairs or changes or even extra treatments on the delivered floor by the Seller, the complaint won't be handled.

51. The Seller is unable to refund for any unused & unopened packs of flooring or accessories due to your order being bespoke.

Limitation of Liability

52. Nothing in these Terms and Conditions shall exclude or limit the liability of the Seller for death or personal injury resulting from the negligence of the Seller or that of the Seller's agents or employees

53. Except as may be implied by law where the Buyer is dealing as a Consumer, in any event of any breach of these Terms by the Seller the remedies of the Buyer shall be limited to damages which in shall no circumstances exceed the price of the Goods and the Sellers shall under no circumstances be liable for any indirect, incidental or consequential loss or damage whatsoever.

Waiver

54. No Waiver by the Seller (whether express or implied) in enforcing any of its rights under this Contract shall prejudice its rights to do so in the future

Force Majeure

55. The Seller will not be liable or adversely affected for any delay or failure to perform any of its obligations if the delay or failure results from events or circumstances beyond reasonable control, including but not limited to acts of God, war, strikes, lockout, flood, accident, fire, trade dispute, plant or machinery breakdown, shortage or unavailability of raw materials from a natural source of supply or Government Directive, the Seller shall be entitled to a reasonable extension of its obligations

Severance

56. If any term or provision of these Terms and Conditions is held invalid, illegal or unenforceable for any reason by any court of competent jurisdiction such provision shall be severed and the remainder of the provisions hereof shall continue in full force and effect as if these Terms and Conditions had been agreed with the invalid illegal or unenforceable provision eliminate.

Changes to Terms and Conditions

57. The Seller shall be entitled to alter these Terms and Conditions at any time. This right shall not affect the existing Terms and Conditions accepted by the Buyer upon making a purchase.