

Topworks Bespoke Joinery Ltd

Topworks Bespoke Joinery Limited

Terms and Conditions of Business

Background:

These Terms and Conditions are the standard terms for the sale of joinery products and related services by Topworks Bespoke Joinery Ltd, a company registered in England under Company Registration Number: 08079439, whose registered address is 12 Trident park, Trident way, Blackburn, BB1 3NU. Topworks VAT number is 151 8230 33.

These Conditions will form part of the Contract between Topworks and you. Before making your Order, please ensure that you have read these Conditions carefully. If you are unsure about any part of these Conditions, please ask Topworks for clarification. Your attention is drawn in particular to condition 0, 9.0 (if you are a consumer) and 10.0 (if you are not a consumer) which set out important limitations on our liability to you.

1. Interpretation

1.1. In these conditions the following words shall have the following meanings:

“Conditions” means these terms and conditions for sale of products and/or services which are incorporated into and form part of the Contract and includes any special terms and conditions agreed in writing between Topworks and you.

“Contract” means the contract between Topworks and you for the purchase and sale of the Products and/or Services comprising:

Topworks Final Quotation

Specification Sheets and Survey Sheets (if applicable)

Order signed by you and Topworks, incorporating these terms and conditions

“Topworks” means Topworks Bespoke Joinery Limited.

“Order” means the order for Products and (if applicable) Services, on a form to which these Conditions are appended.

“Products” means the products which Topworks is to supply in accordance with these Conditions, as specified in the Final Quotation, and Specification Sheets.

“Services” means the work to be undertaken by Topworks to specify and/or install the Products and services to be provided.

“Site” means the address for delivery or where the services are to be performed.

“writing” includes electronic communications whether sent by e-mail or other means.

“you” means the customer entering into the Contract, whose Order for Products/Services is accepted by Topworks.

1.2. Changes to these Conditions will only be valid if expressed in writing and signed by both Topworks and you.

1.3. You agree to hold harmless and indemnify Topworks against any claims, losses, actions, liabilities, costs (including legal costs on a full indemnity basis) and other losses arising out of Topworks use of specifications, details and/or drawings supplied by you, your agents or others on your behalf.

1.4. The Customer agrees that it has not relied upon the details and information contained in Topworks brochures, website or other publications unless it has sought and obtained written confirmation from Topworks of their accuracy.

2. Orders and Contract

2.1. All Orders for Products made by you will be subject to these Conditions.

2.2. Nothing provided by Topworks including, but not limited to, sales and marketing literature, price lists and other documents constitutes a contractual offer capable of acceptance. Your Order constitutes a contractual offer that Topworks may, at its discretion, accept.

2.3. No Order shall be deemed to be accepted by Topworks until the Order sheet has been signed by both parties with a copy returned to you by Topworks. A Contract is formed by Topworks notifying you of acceptance of your Order.

2.4. You shall be responsible for ensuring the accuracy of the Product and Services specifications included in the Contract and Topworks all have no liability for any errors arising. Topworks shall be responsible for the accuracy of dimensions of all Products which it is contracted to install, but you shall be held liable for the accuracy and completeness of dimensions of all other Products.

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2.4.1 Installation of windows and doors is to prepared openings by others and consists of fitting using metal straps or frame fixings and if required foam, It does not include sealing to external brickwork or internal membranes or vapour control layer. These should be done by a specialist contractor.

2.5. Topworks shall ensure that the following information is given or made available to you prior to the formation of the Contract between Topworks and you, except for where such information is already apparent from the context of the transaction:

2.5.1. The main characteristics of the Products;

2.5.2. Topworks identity (set out above) and contact details (set out below);

2.5.3. The total Price for the Products and Services including taxes or, if the nature of the Products or Services is such that the Price cannot be calculated in advance, the manner in which it will be calculated;

2.5.4. Where applicable, all additional delivery charges or, where such charges cannot be calculated in advance, the manner in which they will be calculated;

2.5.5. Where applicable, the arrangements for payment, delivery and the manner in which we will agree the time at which Topworks undertakes to deliver the Products;

2.5.6. Topworks complaints handling policy (as attached below);

2.5.7. Topworks has ensured in these Conditions that you are aware of Topworks legal duty to supply goods that are in conformity with the Contract; and

2.5.8. details of after-sales services and guarantees.

2.6. Topworks has made every reasonable effort to ensure that the Products conform to illustrations, photographs and descriptions provided in Topworks sales and marketing literature and descriptions provided by Topworks salespeople. Topworks cannot, however, guarantee that all illustrations and/or photographs will be precisely accurate due to discrepancies that may arise during the printing process or differences in the colour reproduction of electronic displays, and naturally occurring variances in the colour or stain of timber.

2.7. If Topworks finds, or is made aware of, any typographical, clerical or other accidental errors or omissions in any sales and marketing literature, price lists or any other documents, Topworks will make every reasonable effort to correct such errors or omissions as

soon as is reasonably possible. If, as a result of any such error or omission, you have paid too much, Topworks will refund the excess paid for the Products.

2.8. Topworks reserves the right to make any changes in the specification of the Products that may be required to conform to any applicable safety or other legal or regulatory requirements, or that improve the specification, without notice.

2.9. When placing an Order for bespoke Products, please ensure that all information that you provide to Topworks is correct, accurate and complete. Topworks cannot accept the return of any bespoke Products if the return is due to incorrect information provided by you. Please note that this does not affect your legal rights (including those described in these terms and conditions).

2.10. Topworks must give you a copy of the signed Order within a reasonable time after accepting it, but in any event not later than the delivery of any Goods supplied under the Contract, and before performance begins of any of the Services.

2.11. Because the Products are made to your specific requirements, Topworks is not obliged to offer you the right to cancel a Contract (but this will not affect your legal rights as a consumer in relation to Products that are faulty or not as described).

3. Price

3.1. The price of the Products and/or Services shall be those stated in the Topworks Final Quotation. All prices quoted are valid for 30 days only, after which time unless they have been agreed in a Contract they may be altered by Topworks without giving notice to you.

3.2. The quoted prices are based upon the scope of the Services and/or Products referred to in the Topworks Final Quotation. In the event of any variation in the scope of Services and/or Products required, Topworks reserves the right to vary the prices quoted.

3.3. In the event that you require additional Services and/or Products which are not included within the Topworks Final Quotation, Topworks will provide you with prices for these extra items in writing. Unless you refuse these prices in writing, the additional prices will be deemed to be accepted by you by your acceptance of the additional Services and/or Products and will form part of the price referred to in condition 3.1. If the additional Products and/or Services are provided before a written price is agreed, pricing will be determined by a later written agreement; or if not then a

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reasonable amount for such additional Products and/or Services.

3.4. VAT will be added to all prices at the prevailing rate. It is your responsibility to provide evidence satisfactory to HMRC that lower than standard rate VAT shall be applied. You shall be liable for any additional VAT assessed by HMRC during or after completion of the Contract howsoever arising.

3.5. If your Order is changed, Topworks will inform you of any change to the Price in writing.

4. Delivery

4.1. Delivery of the Products and/or Services shall be made by Topworks delivering the Products to the Site, you collecting the Products from Topworks premises, or the completion of the Services.

4.2. For the delivery/provision of Products and Services at a Site, you shall, at your own costs and expense, take all necessary measures to prepare the Site and ensure that Topworks personnel are able to commence work immediately upon their arrival at the Site and further ensure that work proceeds in an uninterrupted manner.

4.3. For the delivery of Products, you shall make all arrangements necessary to take delivery of the Products whenever they are tendered for delivery. This includes the provision of sufficient labour and equipment to safely unload and stack the Product.

4.4. Topworks will provide an estimated delivery date. Please note that estimated delivery dates may vary according to the availability of Products, your location, and circumstances beyond our reasonable control (see condition 0).

4.5. We are unable to guarantee a specific delivery date in advance because it is dependent on your notifying us that the Site is ready for delivery and (if Topworks is providing installation services) installation of the Products.

4.6. Topworks will use reasonable commercial endeavours to deliver the Products by any estimated delivery date agreed with you and in the quantities required by you, but time and delivery shall not be of the essence of the contract for the supply of the Products or the Services. In addition, Topworks will not be responsible for delays arising as follows:

4.6.1. Your delayed instructions or lack of instructions on matters including changes to specification or materials to be used;

4.6.2. The Contract being suspended under condition 5.3.1;

4.6.3. An event outside Topworks reasonable control in accordance with condition 0; or

4.6.4. The Contract being obstructed by any matter that Topworks does not control.

In the event of Topworks failure to meet such date for any reason, Topworks shall not be liable for any loss or damage suffered by you as a result, nor shall this constitute a breach or repudiation of these Conditions.

4.7. If the work is delayed or lasts longer than expected, as a result of (if you are a consumer) your failure to meet your obligations under the Contract, or (if you are not a consumer) any reason other than Topworks own breach of contract or negligence, Topworks will adjust the price accordingly by mutual agreement or failing that by a reasonable amount and will be entitled to charge you for any losses and expenses caused.

4.8. You shall have no right to reject the Products and/or Services for late delivery and/or performance unless the due date for delivery and/or performance has passed and you have served on Topworks a written notice requiring the Contract to be performed and giving Topworks not less than 14 days in which to do so.

4.9. If you refuse to take delivery of any Products and/or to allow the performance of Services then Topworks shall be entitled to withhold delivery and/or performance of any other Products and/or Services, and to treat this Contract as repudiated by you.

4.10. If you refuse to take delivery of any Products, then Topworks shall be entitled to charge storage fees at up to 0.75% per week of the net value of the Products.

4.11. Topworks will inform you when the Products have been delivered and/or the Services progressed and completed. You will inspect the Products delivered and/or Services performed upon delivery and/or completion and inform Topworks of any items not in accordance with the Contractual specification. Topworks will endeavour to deal with any agreed further work without delay and you will provide reasonable access to enable the works to be completed.

5. Payment Terms

5.1. Topworks terms of payment are:

5.1.1. 5% of contract value with confirmation of Order;

5.1.2. 35% on completion of site survey or at the commencement of manufacturing;

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Products install by us:

5.1.3. Installed products by us a further : 50% in staged/interim payments for our projects that include our installation services: 25% on delivery of products & materials to site, 25% end of week 1 of installation;

5.1.4. Final 10% on completion of installation Services.

OR For Supply Only products:

5.1.5 Supply only products full balance is due 10 days before delivery.

5.2. Time for payment shall be of the essence.

5.3. If you fail to make any payment in full on the due date, Topworks shall be entitled to :

5.3.1. Cancel the Contract or suspend any further deliveries and/or Services to you;

5.3.2. retain any payment made by you for such Products and/or Services as Topworks may think fit (if you are a consumer, this will be limited to the amount corresponding to the costs Topworks have incurred); and

5.3.3. Charge you interest (both before and after judgement) on the amount unpaid at the rate of 4% above the base rate from time to time of the HSBC Bank Plc. Such interest shall be compounded with monthly rests.

5.4. If you are a consumer, the provisions of condition 5.3.3 will not apply if you have promptly contacted Topworks to reasonably dispute an invoice in good faith and no interest will accrue while such a dispute is on-going.

5.5. Where the Products are delivered in installments and/or the Services are performed in stages, Topworks may invoice in respect of each installment and/or stage separately and you shall pay such invoices in accordance with this Agreement.

5.6. You shall pay all sums due to Topworks under the Contract without set off, deduction or any other withholding of monies unless agreed in advance in writing with a Director of Topworks.

5.7. Payment shall not be deemed to be made in full until Topworks have received cleared funds in respect of the all amounts outstanding.

5.8. If payment is not made to Topworks when due, then Topworks may withhold or suspend future or current deliveries of the Products and/or performance of the Services and Warranties.

5.9. If any Services are cancelled or this Contract terminated before completion of the Services, Topworks shall be entitled to be paid on a quantum meruit basis for that part of the Services performed. Topworks may invoice accordingly and such monies shall be immediately due and payable.

6. Default

6.1. Topworks shall have the right, without prejudice to any other remedies, to exercise any or all of your rights set out in condition 6.2 below, if you:

6.1.1. Fail to make payment to Topworks when due: or

6.1.2. Breach the terms of this Contract and, where the breach is capable of remedy, have not remedied the breach within 14 days of receiving notice requiring the breach to be remedied; or

6.1.3. If you, your employees or agents interfere with or obstruct the work or fail to make the Site available for Topworks for the contract period; or

6.1.4. Pledge or charge any Products which remain the property of Topworks; or

6.1.5. Cease or threaten to cease to carry on business: or

6.1.6. Propose to compound with your creditors, apply for an interim order under Section 252 Insolvency Act 1986 or have a Bankruptcy Petition presented against you; or

6.1.7. being a company, enter into voluntary or compulsory liquidation, have a receiver, an administrator or administrative receiver appointed over all or any of your assets;

6.1.8. take or suffer action similar to those specified in sub-conditions 6.1.6 or 6.1.7 in any jurisdiction; or

6.1.9. (not being a consumer) reasonably appear to Topworks due to your credit rating to be financially inadequate to meet your obligations under the Contract; or

6.1.10. appear reasonably to Topworks to be about to suffer any of the above events.

6.2. If any of the events set out in condition 6.1 above occurs in relation to you then;

6.2.1. Topworks may withhold delivery of any undelivered Products;

6.2.2. Topworks may withhold the performance of any Services and cease any Services in progress;

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6.2.3. Topworks may cancel, terminate and/or suspend without liability to you any contract with you; and/or

6.2.4. All monies owed by you to Topworks shall forthwith become due and payable.

6.3. Topworks shall have a lien over all property or goods belonging to you which may be in the Company's possession, in respect of all sums due from you to Topworks.

6.4. Upon the termination of the Contract for any reason if all monies due to Topworks from you have not been paid within 14 days of the termination of the Contract for any reason, Topworks may sell any property or goods over which it has a lien in accordance with condition 6.3 above (and you agree that Topworks may give good title for such property and/or goods) and shall apply the proceeds of sale firstly in discharging any costs or expenses of sale, secondly in repaying any interest owed by you to Topworks, thirdly in payment of any principal sums owed to Topworks and fourthly Topworks shall account to you for the remainder (if any).

7. Title and Risk

7.1. Risk of damage to and loss of the Products shall pass to you at the time of delivery to Site, or if you fail to take delivery of the Products at the time when Topworks has tendered delivery of the Products in accordance with the Contract.

7.2. Notwithstanding delivery and the passing of risk in the Products or any other provision of these Conditions, title in the Products shall not pass until Topworks has received cleared funds payment in full of the price of the Products and Services.

7.3. Until such time as the title in the Products passes to you, Topworks shall be entitled at any time to require you to deliver up the Products to Topworks and, if you fail to do so forthwith, to enter upon any premises of you or any third party where the Products are stored and repossess the Products. Until title in them passes to you, the Products shall not be pledged or given as security or resold by you and you undertake to store the Products in your premises separately from your own goods or those of any other person and in a manner which makes them readily identifiable as Topworks Products.

7.4. Liability for the loss of property/possessions and the risk of accidental damage to any of the Products of any kind provided by Topworks shall at all times remain with you except where such damage or loss has resulted from the gross negligence of Topworks.

8. Warranty and Guarantee

8.1. In addition to any statutory rights you may have as a consumer, Topworks warrants that the Products supplied will be free from defects in materials and workmanship under normal use and service and that it will perform the Services with reasonable care and skill. You acknowledge that timber products include natural imperfections which do not affect the structural soundness of the Products, and that such imperfections do not constitute a defect for these purposes. Conditional upon your paying all sums due under the Contract, Topworks will also provide a guarantee ("Guarantee") on key elements of the Products supplied: 10 years on direct glazing systems, 12 months on all joinery items (inset windows and doors) and is set out in detail in a Guarantee document to be provided at the completion of the Contract provided that Topworks shall be under no obligation to offer a warranty or Guarantee or be under no liability whatsoever:

8.1.1. in respect of any defect in the Products arising from any drawing, design or specification supplied by you;

8.1.2. in respect of any defect arising from fair wear and tear, wilful damage, negligence, abnormal working conditions, moisture uptake while the wood reaches equilibrium moisture content. Topworks specifically excludes return visits to site to adjust or plane doors or windows due to swelling due to moisture uptake from the environment or fresh building works as this is beyond our control. Failure to follow Topworks instructions (whether oral or written), misuse or alteration or repair of the Products with or without your approval, or improper or inadequate maintenance by you or your agents or others on your behalf; or

8.1.3. if the total price of the Products including extras has not been paid by the due date of payment.

8.2. Any claim by you which is based on any defect in the quality or condition of the Products or their failure to correspond with specification shall (whether or not delivery is refused by you) be notified in writing to Topworks within 7 days from the date of delivery or (where the defect or failure was not apparent on reasonable inspection) within 7 days after discovery of the alleged defect or failure, failing which Topworks shall not be liable under the Guarantee provided in condition 8.1 herein.

8.3. Any claim by you regarding Product and/or Services quality or performance after the initial 7 day period shall be reported to Topworks. Topworks will discuss the issue with you and agree a course of action including a Site inspection

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if necessary. Topworks will use reasonable endeavours to resolve any issue that is its responsibility within 14 days.

8.4. Subject to any statutory rights you may have as a consumer, where any valid claim in respect of any of the Products which is based on any defect in the quality or condition of the Products or their failure to meet specification is notified to Topworks in accordance with these Conditions, Topworks sole liability shall be to repair the Products or replace the Products (or the part in question) free of charge at Topworks sole discretion, or refund to you the price of the Products (or a proportionate part of the price) within a reasonable time of being notified by you of the defect.

8.5. s Topworks shall not be liable under the Guarantee provided in condition 8.1 above if you permit persons other than the authorised representative of Topworks to effect any replacement of parts, maintenance of parts, maintenance adjustments or repairs to the Products without prior written agreement by Topworks and within the requirements specified by Topworks.

8.6. These Conditions will apply to any repaired or replacement Products we may supply.

8.7. The benefit of the Guarantee shall apply only to you and may only be transferred or assigned with the written consent of Topworks.

9.0 Topworks liability to you – Consumers

9.1. If you are a consumer, the following provisions in this condition apply to you.

9.2. Topworks will not be liable for incidental, indirect or consequential losses (including costs of accommodation, loss of profit and/or damage to goodwill) incurred due to delays in delivery or inaccurate specification or any deficiency in the Products or the Services.

9.3. Nothing in these conditions shall act to reduce or affect a party's general duty to mitigate its loss.

9.4. Topworks has agreed to supply you with Products and services solely for domestic and private use. Topworks makes no warranty or representation that the Products are fit for commercial, business or industrial use of any kind (including resale). You agree that you will not use the Products for such purposes.

9.5. Neither Topworks nor you will be liable to the other party for:

9.5.1. loss of profits or revenues;

9.5.2. loss of, or damage to, data or information systems;

9.5.3. loss of contract or business opportunities;

9.5.4. loss of anticipated savings;

9.5.5. loss of goodwill; or

9.5.6. any indirect, special or consequential loss or damage.

9.6. You shall give Topworks a reasonable opportunity to remedy any matter for which Topworks is liable before you incur any costs and/or expenses in remedying the matter yourself. If you do not do so Topworks shall have no liability to you.

9.7. Topworks Guarantee exists in addition to your legal rights as a consumer (that the Products match Topworks description, that they are of satisfactory quality and that they are fit for purpose). More information on your rights as a consumer can be obtained from your local Citizens Advice Bureau or from the Office of Fair Trading.

9.8. Nothing in these Conditions seeks to exclude or limit Topworks liability for death or personal injury caused by Topworks negligence (including that of Topworks employees, agents or sub-contractors); or for fraud or fraudulent misrepresentation; or for any other liability which may not be lawfully excluded.

9.9. Furthermore, nothing in these Conditions seeks to exclude or limit Topworks liability for the following with respect to your rights as a consumer:

9.9.1. Breach of your right to title and quiet possession as implied by section 12 of the Sale of Products Act 1979;

9.9.2. Breach of terms relating to description, satisfactory quality, fitness for purpose and samples as implied by sections 13, 14 and 15 of the Sale of Products Act 1979;

9.9.3. Topworks liability relating to defective products as set out in the Consumer Protection Act 1987.

9.10. Topworks is not liable for loss which was not reasonably foreseeable to both you and Topworks at the time when the Contract was made.

9.11. Without limitation on condition 9.10, Topworks will not be responsible for any costs of accommodation incurred due to any breach by it of its obligations to you.

10.0 Limitation of Liability– Non-consumers

10.1. If you are not a consumer, the following provisions in this condition apply to you.

10.2. Except as expressly stated in these Conditions, all warranties and conditions whether express or implied by

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statute, common law or otherwise are hereby excluded to the extent permitted by law.

10.3. Neither party limits its liability for:

10.3.1. death or personal injury caused by its negligence, or that of its employees, agents or sub-contractors (as applicable); or

10.3.2. fraud or fraudulent misrepresentation by it or its employees.

10.4. Nothing in this condition 0 shall limit or restrict Topworks liability:

10.4.1. under the Consumer Protection Act 1987;

10.4.2. for breach of any of the safety regulations made under section 11 of the Consumer Protection Act 1987; or

10.4.3. for breach of any obligation as to title implied by section 12 of the Sale of Goods Act 1979 or section 2 of the Supply of Goods and Services Act 1982.

10.5. Subject to conditions 10.3, 10.4, and 10.6, Topworks total aggregate liability in respect of all claims, losses or damages, whether arising from contract, tort (including negligence) or otherwise shall in no event exceed the aggregate of all charges paid or payable to Topworks under the Contract.

10.6. Subject to conditions 1.2 and 1.7, neither party will be liable to the other party for:

10.6.1. loss of profits or revenues;

10.6.2. loss of, or damage to, data or information systems;

10.6.3. loss of contract or business opportunities;

10.6.4. loss of anticipated savings;

10.6.5. loss of goodwill; or

10.6.6. any indirect, special or consequential loss or damage.

10.7. Nothing in these conditions shall act to reduce or affect a party's general duty to mitigate its loss.

11. Loss, Damage and Insurance

11.1. You shall be responsible for any loss of and damage to any existing structures and contents, unless it falls within Topworks obligations in condition 11.2.

11.2. Topworks shall be responsible for any loss of and damage to any existing structures and contents only if the loss and damage is caused solely by the negligence of Topworks or by its agents or subcontractors.

11.3. Topworks shall take out and keep adequate insurance policies for its liability under conditions 11.1 and 11.2.

11.4. You shall be responsible for all other losses or damage on Site including personal injury or death caused by your negligence or the negligence of any person you are responsible for.

11.5. You shall take out and keep an adequate insurance policy for your liability under condition 11.1 and 11.4 and make it available for Topworks inspection upon demand.

12. Resolution of Disputes

Without prejudice to condition 0, if you or Topworks refer a dispute or difference to arbitration the following will apply:

12.1.1. The arbitrator will be a person agreed by both parties; or

12.1.2. Appointed by the British Woodworking Federation at the request of either party.

13. Intellectual Property

13.1. Any registered design or trade mark or trade name or patent or copyright ("Intellectual Property") in any drawings prepared by Topworks or in the Products and/or Services provided pursuant to the Contract will at all times belong to Topworks. Topworks reserves all rights in respect of any such intellectual property rights.

14. Events Outside of Topworks Control

14.1. Topworks will not be liable for any failure or delay in performing Topworks obligations where that failure or delay results from any cause that is beyond Topworks reasonable control. Such causes include, but are not limited to: power failure, internet service provider failure, industrial action, civil unrest, fire, explosion, flood, storms, earthquakes, subsidence, acts of terrorism, acts of war, governmental action, epidemic or other natural disaster, or any other event that is beyond Topworks control.

14.2. If any event described under this condition 0 occurs that is likely to adversely affect Topworks performance of any of Topworks obligations under these Conditions:

14.2.1. Topworks will inform you as soon as is reasonably possible;

14.2.2. Topworks obligations under these Conditions will be suspended and any time limits that Topworks are bound by will be extended accordingly;

14.2.3. Topworks will inform you when the event outside of Topworks control is over and provide details of any new dates, times or availability of Products as necessary;

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14.2.4. If the event outside of Topworks control continues for more than 30 days Topworks will cancel the Contract and inform you of the cancellation. Any refunds due to you as a result of that cancellation will be paid to you as soon as is reasonably possible.

15. Compliance with Laws and Regulations

15.1. It is your responsibility to obtain all relevant and necessary approvals, including but not limited to any deed of covenant or landlord approval and/or those from local authorities in respect of building regulations, planning permission, alterations to listed buildings or alterations carried out in a conservation area. Topworks cannot be held responsible for any delay in completion of the Contract, or other loss arising from your failure or delay in obtaining any of the above. Any costs associated with taking down or removing Products in these circumstances will be chargeable to you.

15.2. Any additional work found to be necessary subsequent to this contract being entered into in order to obtain or comply with any statutory or other approval or consent will (if undertaken by us) be charged to you in full

15.3. Topworks takes no responsibility for obtaining agreements or settling disputes in respect of any item referred to in condition 15.1.

16. Other Important Terms

16.1. Topworks may transfer (assign) Topworks obligations and rights under these Conditions (and under the Contract, as applicable) to a third party. If this occurs you will be informed by Topworks in writing. Your rights under these Conditions will not be affected.

16.2. You may not transfer (assign) your obligations and rights under these Conditions (and under the Contract, as applicable) without Topworks express written permission.

16.3. The Contract is between you and Topworks. It is not intended to benefit any other person or third party in any way and no such person or party will be entitled to enforce any provision of these Conditions.

16.4. If any of the provisions of these Conditions are found to be unlawful, invalid or otherwise unenforceable by any court or other authority, that / those provision(s) shall be deemed severed from the remainder of these Conditions. The remainder of these Conditions shall be valid and enforceable.

16.5. No failure or delay by Topworks in exercising any of Topworks rights under these Conditions means that Topworks has waived that right, and no waiver by

Topworks of a breach of any provision of these Conditions means that Topworks will waive any subsequent breach of the same or any other provision.

16.6. Any notice required to be given by either party to the other shall be served by delivery at or sending the same by registered post or recorded delivery or other means in permanent written form at the last known address of the other party and any receipt issued by the postal authority shall be conclusive evidence of the fact and date of posting of such notices

16.7. Topworks is a member of The Guild of Master Craftsmen, the Federation of small businesses (FSB) and is CITB Registered and is subject to their codes of practice.

17. Governing Law and Jurisdiction

17.1. These Conditions (and the Contract) (including any non-contractual matters and obligations arising therefrom or associated therewith) shall be governed by, and construed in accordance with, the laws of England and Wales.

17.2. Any dispute, controversy, proceedings or claim between Topworks and you relating to these Conditions (or the Contract) (including any non-contractual matters and obligations arising therefrom or associated therewith) shall fall within the non-exclusive jurisdiction of the courts of England and Wales.

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Signed by

Customer/Householder #1

Signature

.....

Print Name

.....

Date

Customer/Householder #2

Signature

.....

Print Name

.....

Date

For Topworks

Signature

.....

Print Name

.....

Date

Topworks Complaints Procedure.

Topworks Bespoke Joinery Limited is committed to providing high-quality joinery products which meet the standards our customers expect of us and we expect of ourselves. We make every effort to ensure that everything we manufacture is of high quality, to the satisfaction of our customer or their representative, on time, and to the price agreed.

If a customer believes that they have reason to be dissatisfied with the product or the service we have supplied, we will try to the best of our ability to find a mutually acceptable solution.

If a query or complaint is received, it will be referred to Adam Irving, Director, who will contact the customer directly to clarify the details. If appropriate or necessary, they will arrange for an inspection visit. If we conclude that we are in some way responsible for the problem that has arisen, we undertake to rectify it in a mutually agreeable manner as soon as possible.

If further advice or assistance is required, or if it is agreed that an independent view is required, we may seek the opinion of the Technical Department of the British Woodworking Federation.

We aim to respond initially to any query or complaint within 10 working days. We hope to agree any remedial action which may be required within 10 working days of the inspection.

We keep a written record of all complaints and queries received, and review them from time to time in order to ensure that problems do not recur.

This complaints procedure will not affect your legal rights as a consumer in relation to Products that are faulty or not as described.