

TERMS AND CONDITIONS FOR THE SUPPLY OF PRODUCTS TO CONSUMERS

AGREED TERMS

1. **These terms**

1.1 **What these terms cover.** These are the terms and conditions on which we supply products to you as a consumer as defined by the Consumer Rights Act 2015.

1.2 **Why you should read them.** Please read these terms carefully before you submit your order to us. These terms tell you who we are, how we will provide products 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 **Who we are.** We are **A R Manley & Son Limited** a company registered in England and Wales. Our company registration number is 13091520 and our registered office is at Somerwood, Rodington, near Shrewsbury, Shropshire SY4 4RF. Our registered VAT number is 396 5396 37.

2.2 **How to contact us.** You can contact us by telephoning us at 01952 770278 or by writing to us at sales@armanley.co.uk and Somerwood, Rodington, near Shrewsbury, Shropshire SY4 4RF.

2.3 **How we may contact you.** 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 **"Writing" includes emails.** When we use the words "writing" or "written" in these terms, this includes emails.

3. **Our contract with you**

3.1 **How we will accept your order.** Our acceptance of your order will take place when we tell you that we are able to provide you with the product, which we will also confirm in writing to you, and once you have signed our Order Acknowledgement at which point a contract will come into existence between you and us.

3.2 **If we cannot accept your order.** If we are unable to accept your order, we will inform you of this and will not charge you for the product. This might be because the product is out of stock, because a credit reference we have obtained for you does not meet our minimum requirements, because we have identified an error in the price or description of the product or because we are unable to meet a delivery deadline you have specified.

3.3 **Your order reference.** We will assign an order reference to your order and tell you what it is when we accept your order. It will help us if you can tell us the order reference whenever you contact us about your order.

3.4 **We only sell to the UK.** Our brochure and website are solely for the promotion of our products in the UK. Unfortunately, we do not accept orders from or deliver to addresses outside the UK.

4. **Our products**

4.1 **Products may vary slightly from their pictures.** The images of the products in our brochure or on our website 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 accurately reflects the colour of the products. Your product may vary slightly from those images.

4.2 **Product packaging may vary.** The packaging of the product may vary from that shown in images on our website or in our brochure.

4.3 **Making sure your measurements are accurate.** If we are making the product to measurements you have given us you are responsible for ensuring that these measurements are correct.

4.4 Where doors and joinery are supplied with a factory applied equalising stain or primer, the Customer must treat such products immediately after delivery with a preservative base coat and a minimum of two coats of proprietary wood stain and primed joinery must be treated with a full paint finish. Primer and equalising stains do not give long term protection against ingress of moisture and the Supplier cannot accept responsibility for Products not treated as recommended after sale.

5. Your rights to make changes

If you wish to make a change to the product 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, 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 **Minor changes to the product.** We may change the product:

6.1.1 to reflect changes in relevant laws and regulatory requirements; and

6.1.2 to implement minor technical adjustments and improvements. These changes will not affect your use of the product.

7. Providing the products

7.1 **Delivery and installation costs.** The costs of delivery and where applicable installation will be as told to you during the order process.

7.2 **When we will provide the products.** During the order process we will let you know when we will deliver the products to you and install them. The timescale for delivery will depend on the product specification provided by you and a reasonable timescale will be agreed. We will contact you to agree a delivery and installation date.

7.3 **We are not responsible for delays outside our control.** If our delivery or installation of the products 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. Provided we do this we will not be liable for delays caused by the event.

7.4 **Collection by you.** If you have asked to collect the products from our premises, you can collect the products from us by prior arrangement at any time during our working hours of 9.00am to 5.00pm on weekdays.

7.5 **If you are not at home when the product is delivered.** If no one is available at your address to take delivery, we will leave you a note informing you of how to rearrange delivery.

7.6 **If you do not re-arrange delivery.** If you do not collect the products 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 9.2 will apply.

7.7 **If you do not allow us access to install.** If you have asked us to install the products 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 9.2 will apply.

7.8 **When you become responsible for the product.** The product will be your responsibility from the time we deliver the product to the address you gave us or you collect it from us.

7.9 **When you own the products.** You own the products once we have received payment in full.

7.10 **What will happen if you do not give required information to us.** We may need certain information from you so that we can supply the products to you and install them for you. If so, this will have been stated in the description of the products in our brochure or on our website. 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 9.1) 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 products 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 **Reasons we may suspend the supply of products to you.** We may have to suspend the supply of a product to:

7.11.1 deal with technical problems or make minor technical changes;

7.11.2 update the product to reflect changes in relevant laws and regulatory requirements;

7.11.3 make changes to the product as requested by you or notified by us to you (see clause 6).

7.12 **We may also suspend supply of the products if you do not pay.** If you do not pay us for the products when you are supposed to (see clause 11.3) and you still do not make payment within 14 days of us reminding you that payment is due, we may suspend supply of the products until you have paid us the outstanding amounts. We will contact you to tell you we are suspending supply of the products. We will

not suspend the products where you dispute the unpaid invoice (see clause 11.5). As well as suspending the products we can also charge you interest on your overdue payments (see clause 11.4).

8. Your rights to end the contract

8.1 **You can end the contract for supply of products within 14 days of the date of our acceptance of your order.** You may contact us to end your contract within 14 days of the date of our acceptance of your order, but in some circumstances we may charge you for doing this, as described below. Since the products are bespoke and customised to your order you do not have the right to cancel your order after the 14-day period. Of course, you always have rights where a product is faulty or mis-described (see clause 10, "If there is a problem with the products").

9. Our rights to end the contract

9.1 **We may end the contract if you break it.** We may end the contract for a product at any time by writing to you if:

9.1.1 you do not make any payment to us or we are unable to collect payment from you when it is due and you still do not make payment within 28 days of us reminding you that payment is due;

9.1.2 you do not, within a reasonable time of us asking for it, provide us with information that is necessary for us to provide the products, for example, confirmation of details, designs and measurements required for production and installation of the products; or

9.1.3 you do not, within a reasonable time, allow us to deliver the products to you and install them or collect them from us.

9.2 **You must compensate us if you break the contract.** If we end the contract in the situations set out in clause 9.1 we will refund any money you have paid in advance for products 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.

10. If there is a problem with the product

10.1 **How to tell us about problems.** If you have any questions or complaints about the product, please contact us. You can telephone us on 01952 770278 or write to us at sales@armanley.co.uk and Somerwood, Rodington, near Shrewsbury, Shropshire SY4 4RF.

10.2 **Summary of your legal rights.** We are under a legal duty to supply products that are in conformity with this contract. See the box below for a summary of your key legal rights in relation to the product. Nothing in these terms will affect your legal rights.

Summary of your key legal rights

This is a summary of your key legal rights. These are subject to certain exceptions. For detailed information please visit the Citizens Advice website www.adviceguide.org.uk or call 03454 04 05 06.

The Consumer Rights Act 2015 says goods must be as described, fit for purpose and of satisfactory quality. During the expected life of your product your legal rights entitle you to the following:

- up to 30 days: if your item is faulty, then you can get a refund.
- up to six months: if your faulty item can't be repaired or replaced, then you're entitled to a full refund, in most cases.
- up to six years: if the item can be expected to last up to six years you may be entitled to a repair or replacement, or, if that doesn't work, some of your money back.

10.3 **Our Warranty.** We, A R Manley & Son Limited of Somerwood, Rodington, near Shrewsbury, Shropshire SY4 4RF offer the following warranty which is in addition to your legal rights (as described in clause 10.2 and does not affect them).

10.3.1 Timber products manufactured by us are warranted for a period of 5 years from the date of order. Failure to carry out the recommended instructions for storage, decorating, sealing and installation of joinery products can seriously affect their performance and invalidate any guarantees.

10.3.2 The warranty in 10.3.1, above, does not extend to parts, materials or equipment not manufactured by the Supplier, in respect of which the Customer shall be entitled only to the benefit of any such warranty as is given by the manufacturer to the Supplier.

10.3.3 All building works carried out by us are guaranteed for one year from the date of invoice.

10.4 **Transferring our warranty.** You may transfer our warranty at clause 10.4 to a person who has acquired the product from you. We may require the person to whom the warranty is transferred to provide reasonable evidence that they are now the owners of the relevant item or property, for example, ownership of the property in which the product is fitted.

11. Price and payment

11.1 **Where to find the price for the product.** The price of the product will be the price we have agreed in writing at the time we accepted your order.

11.2 **We will pass on changes in the rate of VAT.** If the rate of VAT changes between your order date and the date we supply the product, we will adjust the rate of VAT that you pay, unless you have already paid for the product (including delivery and installation costs) in full before the change in the rate of VAT takes effect.

11.3 **When you must pay and how you must pay.** We accept payment with by cheque or BACS You must make an advance payment of 25% of the price of the products (including delivery and installation costs). Where the manufacture and installation will take more than 28 days, we reserve the right to request interim payments in respect of work carried out and materials delivered on site. We will issue a final invoice on completion of installation which must be settled within the time limit set out on the Order Acknowledgement.

11.4 **We can charge interest if you pay late.** If you do not make any payment to us or 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 3% a year above the base lending rate of Barclays Bank plc from time to time. 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.

11.5 **What to do if you think an invoice is wrong.** If you think an invoice is wrong please contact us promptly to let us know and we will not charge you interest until we have resolved the issue.

12. Our responsibility for loss or damage suffered by you

12.1 **We are responsible to you for foreseeable loss and damage caused by us.** 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, but we are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if either it is obvious that it will happen or if, at the time the contract was made, both we and you knew it might happen, for example, if you discussed it with us during the sales process.

12.2 **When we are liable for damage to your property.** If we are installing the products 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.

12.3 **We are not liable for business losses.** We only supply the products for domestic and private use. If you use the products for any commercial, business or re-sale purpose we will have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.

13. How we may use your personal information

13.1 **How we will use your personal information.** We will use the personal information you provide to us:

13.1.1 to supply the products to you;

13.1.2 to process your payment for the products; and

13.1.3 if you agreed to this during the order process, to inform you about similar products that we provide, but you may stop receiving these communications at any time by contacting us.

13.2 **We may pass your personal information to credit reference agencies.** Where we extend credit to you for the products we may pass your personal information to credit reference agencies and they may keep a record of any search that they do.

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

14. Other important terms

14.1 **We may transfer this Agreement to someone else.** We may transfer our rights and obligations under these terms to another organisation. We will always tell you in writing if this happens and we will ensure that the transfer will not affect your rights under the contract.

- 14.2 **You need our consent to transfer your rights to someone else (except that you can always transfer our guarantee).** You may only transfer your rights or your obligations under these terms to another person if we agree to this in writing. However, you do not need our agreement to transfer the benefit of our guarantee in clause 10.4.
- 14.3 **Nobody else has any rights under this contract (except someone you pass your guarantee on to).** This contract is between you and us. No other person shall have any rights to enforce any of its terms, except as explained in clause 10.4 in respect of our guarantee. Neither of us will need to get the agreement of any other person in order to end this contract or make any changes to these terms.
- 14.4 **If a court finds part of this contract illegal, the rest will continue in force.** 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.
- 14.5 **Even if we delay in enforcing this contract, we can still enforce it later.** 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. For example, if you miss a payment and we do not chase you but we continue to provide the products, we can still require you to make the payment at a later date.
- 14.6 **Which laws apply to this contract and where you may bring legal proceedings.** These terms are governed by English law and you can bring legal proceedings in respect of the products in the English courts. If you live in Scotland you can bring legal proceedings in respect of the products in either the Scottish or the English courts. If you live in Northern Ireland you can bring legal proceedings in respect of the products in either the Northern Irish or the English courts.
- 14.7 **Alternative dispute resolution.** Alternative dispute resolution is a process where an independent body considers the facts of a dispute and seeks to resolve it, without you having to go to court. If you are not happy with how we have handled any complaint, you may want to contact the alternative dispute resolution provider we use. You can submit a complaint to the Federation of Master Builders via their email address disputes@fmb.org.uk. The Federation of Master Builders will not charge you for making a complaint and if you are not satisfied with the outcome you can still bring legal proceedings.