



Terms & Conditions

1. In these conditions the "Vendor" shall mean Island Joinery and the "Purchaser" shall mean the Vendor's customer.
2. The Purchaser should check deliveries against advice and delivery notes. It is essential that immediately upon receiving goods a written report of any damage or loss is sent to the Vendor otherwise no liability can be accepted.
3. Items which are not on the written estimate or added by the client after the initial agreement will be charged at the prevailing rates, all extras are chargeable. If you have any queries or doubts about what has been priced for please ask and get it clarified before entering into any agreement.
4. Unless otherwise stated, prices are based on current rates of labour, materials and transport and may be subject to amendment on, or after, acceptance of any subsequent order, to meet variation in costs.
5. No priming, preservation, sealing, painting, glazing, fittings or hardware have been included, unless clearly specified to the contrary.
6. No Value Added Tax has been included unless specifically stated but will be added in accordance with Government legislation.
7. Estimates are just that and could vary. Quotations are a fixed price for a specified amount of work. All quotations, unless otherwise stated, are subject to acceptance within 30 days.
8. Any tender submitted by the Vendor is not to constitute a binding offer. Any order based on the Vendor's tender will be subject to acceptance in writing by the Vendor. All prices are subject to confirmation on the Vendor's official acknowledgement form on receipt of order. The Purchaser should check particulars on this form and advise the Vendor immediately if any discrepancies are noticed. Any stipulation or conditions in the Purchaser's order form which would conflict with these conditions or in any way qualify or negate the same shall be deemed to be inapplicable to the order placed with the Vendor unless expressly agreed by the Vendor when acknowledging the order in question.
9. Changes in quantity may result in increase in unit prices with possible delays in delivery. Prices are based on the assumption that joinery will be delivered in full loads, or as agreed, in order to allow for repetition in manufacture.
10. The Purchaser shall supply references to the Vendor's satisfaction when submitting his order.
11. The Vendor's normal delivery time is approximately 6-8 weeks from receipt of order and full details.
12. Whilst every effort will be made to adhere to the quoted delivery date, the Vendor cannot accept responsibility for delays due directly or indirectly to war, strikes, lock-outs, breakdowns, delays in transport, accidents, Government prohibition or restrictions, fire or any cause outside its reasonable control. Failure to deliver under a contract on a due date shall not entitle the Purchaser to:
 - (a) Refuse a delivery tendered after such a date
 - (b) repudiate the contract
 - (c) make a claim for damages in respect of late delivery.
13. The Vendor's offer is made on the basis of supply only and no form of sub contract will be entered into.

14. Any goods supplied base-coat stained, or primed, which prove faulty through material or our workmanship during the period of three years from the date received will be replaced or repaired free of charge. In addition to the three-year guarantee, all joinery treated by the Vacuum Preservative Process which deteriorates as a result of fungal or insect attack within ten years from date received will be replaced free of charge. These guarantees extend only to replacement or repair of joinery. No responsibility is borne in respect of any other trades. These undertakings are given in substitution for and to the exclusion of any condition or warranty implied by law in respect of the quality, description or fitness for any particular purpose of the goods. Our liability arising out of any Contract shall not exceed the net invoiced price of the particular goods in regard to which a complaint is made. We do not accept responsibility for any consequential loss or damage.
15. All goods shall be stored in a dry place with adequate control of the humidity to ensure moisture content remains constant.
16. PROPERTY IN GOODS:
 - (a) So long as any money owing to us from you is outstanding in respect of any goods sold subject to these Conditions, the property in any goods sold subject to the aforesaid and delivered by us to you or to your order will not pass to you and we retain equitable and beneficial ownership of such goods until such indebtedness has been discharged.
 - (b) We shall have the same rights as under (a) hereof to claim for any such indebtedness from you to us, should any of the said goods be converted into, or made a component part of, other goods ("converted goods"). Until all such indebtedness is discharged we shall have the same rights of equitable and beneficial ownership in all converted goods as we had in the said goods converted into or forming part of them.
 - (c) Until all such outstanding money is paid you will hold goods delivered by us to you or to your order and/or any converted goods in a fiduciary capacity on our behalf, and should any goods be resold by you you shall hold the proceeds of such sale in a like fiduciary capacity on our behalf until the total amount of your indebtedness to us shall have been discharged.
 - (d) With regard to any of the goods mentioned in (a) (b) or (c) hereof so long as we have equitable and beneficial ownership thereof in accordance with the Conditions we may (without prejudice to any other rights we may have) recover or resell the goods or any of them and may enter upon your premises by our servants and agents for that purpose, at any time after the credit period has passed or immediately upon or at any time after the commencement of any act or proceeding involving your solvency.
17. RISK:

All risk in the goods will pass to you immediately on delivery or installation of the goods to you or to your order.
18. REGULATIONS:

We shall not be liable for any loss or damage whatever which may be occasioned by reason of the goods supplied not conforming to the Building Regulations or any other statutory regulations, nor for any liability under the Health and Safety at Work Act 1974 to a use of the goods by you which has not previously been notified by you to us and approved by us in writing before such use.
19. On acceptance of contract 50% deposit is payable with the balance payable on completion.
20. Plans-you will be expected to pay all local authority bills + 100% of plan costs on submissions and the balance on a decision from the local authority.
21. Items which are not on the written estimate or added by the client after the initial agreement will be charged at the prevailing rates, all extras are chargeable. If you have any queries or doubts about what has been priced for please ask and get it clarified before entering into any agreement.
22. All materials/goods remain the property of Island Joinery until paid for in full.