

## **Terms and Conditions**

**UPDATED 1st JANUARY 2010** 

Top Class Carpentry is dedicated to providing the consumer with the best possible service and top quality products. We have set in place some procedures to ensure that our customers are protected from certain issues such as damaged goods and unwanted items, it is therefore vital that you understand these procedures and how you can use these rights to protect yourself and your purchase. We want you to enjoy your shopping experience with us and the following information explains the procedure and time limitations of our terms and conditions, please read them carefully and keep a copy for future reference, please take note of our delivery procedures and time limitations for reporting of damaged goods and return of unwanted items.

Your use of and purchase of products from this site are governed by the terms and conditions set out below, and as set out on our <u>Delivery Info</u> page on our website.

### 1. Prices and payment

Prices for goods displayed for sale on this website are as set out on the website. Prices are "Top Class Carpentry" prices and subject to VAT for all orders delivered to European Countries, **Deliveries outside Europe or to the Channel Islands are VAT free please contact us to have the VAT removed**. Delivery will be charged in addition on some products, delivery charges are to UK mainland addresses, deliveries off-shore and outside the UK will be subject to a delivery surcharge, any such additional charges are manually calculated and can be added to your order before you complete the transaction, please contact us with the order number otherwise delivery surcharges will be invoiced separately. All prices displayed are in Pounds Sterling and valid at time of purchase.

Top Class Carpentry cannot confirm a delivery date until you have paid for your order in full (including applicable delivery charges). Upon payment we will confirm acceptance of your order by e-mail. This will be sent to the e-mail address you provided on your user account application, if you have not received this email, please contact us so we can ensure you receive confirmation of your order, and a durable copy of our terms and conditions of sale. Whether or not you receive the e-mail, our acceptance of your order will create a legally binding contract between us. We reserve the right not to supply you at our discretion.

### 2. Credit, debit card, and other payments

All card payments (we accept Visa, MasterCard, American Express, Discover, Switch, Solo, Delta and PayPal) are processed by Barclaycard Merchant Services or PayPal. You do not have to pay Barclaycard or PayPal any additional fees for using this service. We also accept cheques and bank transfers, cheques should be made to TopClassCarpentry.com with your order number written on the back and sent to address at the bottom of this document, If you would like to pay by bank transfer please contact us for our bank details and reference you order number with any payments.

### 3. Your right to cancel your order

Before placing your order, you must be sure that you require the goods and that the goods are suitable for the required purpose, goods that are made to order or, upon your request have special finishes applied, cannot be cancelled, in which case you will be advised on such orders by email to confirm the order is correct and that it meets your requirements prior to us processing the order.

If you are not completely satisfied with your purchase and wish to return it, you must inform us in writing such as a letter hand delivered or sent through the post, or by fax, or by sending an email or replying to your order confirmation email, within seven working days starting the day after delivery of the goods, please quote your order number on the correspondence. It is advisable to keep evidence of your request to cancel the order in the form of postage receipt, or confirmation of fax transmission. You have a statutory duty to take reasonable care of the goods, they must not be used, fitted or installed, and any labelling on the products must not be removed. Packaging should be carefully removed and kept in case you need to return the item.

You may cancel an order for services in the same way, **within seven working days after the day the deposit was paid**, unless upon your request the services begin sooner, in which case the right to cancel the services will end upon the commencement of such services.

Once we receive your request to return goods we will provide you with a **return materials authorisation (RMA) number** and inform you of the address to return the goods, or make provisions to have the goods collected on your behalf, the goods must be in their original condition including all documentation, and must be properly packed preferably in the original packaging. Goods should be returned to us **within 14 days of receipt of delivery**. Custom made items and special orders can not be returned or payment refunded unless we have made an error or the item is faulty. We will issue a refund for the full price paid for the goods including any standard delivery charges, however you will be liable for the cost of returning the goods. If goods are sent back to us at our expense, we reserve the right to charge you the direct costs incurred in returning the goods. Delivery surcharges are non-refundable.

All goods must be checked upon arrival and before signing for them, SOMETIMES GOODS ARE DAMAGED IN TRANSIT, WE COVER THIS RISK WITH INSURANCE SO YOU MUST CHECK THE GOODS UPON ARIVAL - ALL CLAIMS FOR DAMAGE MUST BE MADE WITHIN 24 HOURS AS THIS IS WHEN THE INSURANCE EXPIRES. WE REGRET THAT WE CANNOT ACCEPT CLAIMS AFTER THIS PERIOD. If the goods arrive damaged or incorrectly delivered please contact us immediately and in any case within 24 hours, so that we can arrange for the goods to be collected and exchanged. If you need to return faulty goods or goods are delivered as a result of an error by us, we will

arrange for the goods to be collected or returned, in this case please contact us immediately and we will advise you when the goods will be collected or returned. If you have arranged for your goods to be installed by a contractor, you must check your order is complete, correct and undamaged before the contractor commences work. YOU ARE ADVISED NOT TO BOOK YOUR CONTRACTOR UNTIL YOU HAVE RECEIVED YOUR ORDER AS WE CANNOT BE HELD RESPONSIBLE FOR DELAYS OUTSIDE OUR CONTROL. Please see Delivery Info page on our website for additional delivery information limitations and requirements.

Some items have extended manufacturers guarantees of five years or more, If your goods develop a fault please contact us immediately so we can arrange where possible to have the item repaired or replaced, or put you in contact with the manufacturer.

### 4. Supply and Fitting

A cleared deposit of 25% of labour charges plus a full payment for any goods required prior to the commencement of any works.

**Balance** - Any balance outstanding will be due for immediate payment once works are complete with cleared funds to be received into our account within three working day of the completion date.

**Extras** - Any additional works requested will be charged for separately and due for immediate payment as soon as the work is completed.

**Guarantee** - All labour and workmanship is guaranteed for twelve months. Insurance backed guarantees are available for an additional fee.

**Disputes** - In the event of a dispute, you must inform us immediately and, once agreed by both parties that the dispute is genuine, an agreed portion relating to that dispute may be withheld for payment until the dispute is fully resolved. Withholding full payment of any invoice, unless agreed by us will not be acceptable and our standard terms will apply to the portion of the invoice that is not in dispute.

**Late Payment (commercial contracts only)** We understand and will exercise our statutory right to charge interest at +8% above the standard dealing base rate for the Bank of England under the late payment of commercial debts (interest) act 1998 if we are not paid according to the terms of this agreement and claim compensation for debt-recovery costs.

Property - All goods supplied remain the property of Top Class Carpentry until full payment has been received.

### 5. Complaints

We aim to resolve all complaints as fast as possible, please make your complaint directly to us either by phone or via email, we will aim to resolve any issues on the spot, should we not be able to resolve any issues there and then, you will then be given a reference number for your complaint. Should you not be happy with the response to your complaint please ask that your complaint is sent to Head of Customer Services who will reply within 20 days or write to let you know why this cant be done, and agree a new deadline with you. If you are not satisfied with the response from Head of Customer Services, or in situations where we feel it may be helpful we may take your complaint to our independently appointed Ombudsmen services provided by The Guild of Master Craftsmen or Exor Management Services.

## 6. General

We may at any time make changes to our website and the details displayed on it (including prices).

We shall not be liable to you where performance of any of our obligations to you is prevented, frustrated or impeded by reason of; acts of God, war and other hostilities, civil commotion, accident, strikes, lock outs, trade disputes, acts or restraints of Government, imposition or restrictions of imports or exports, or any other cause not within the reasonable control of Top Class Carpentry.

If any part of these terms and conditions is found to be unenforceable as a matter of law, all other parts of these terms and conditions shall not be affected and shall remain in force.

Images are for illustrative purposes only and may not represent the true likeness of the product, we cannot guarantee that the appearance and/or colours of products shown on our site exactly reproduce the appearance and/or colours of the physical products themselves. All sizes, weights, and other descriptions quoted are approximate.

Before working with electricity, gas or water you should always consult an appropriate competent person such as a **Gas Safe** installer or '**Part P**' electrician. Always read and follow any relevant manuals and safety instructions. When working with electricity always turn off the mains. In connection with building work Top Class Carpentry cannot advise on planning permission or building regulation issues for supply only items.

To the extent permitted by law, Top Class Carpentry accepts no liability for any loss, damage or injury arising as a consequence of this website, or of any advice provided.

These terms and conditions and any contract between us shall be governed by and construed in accordance with English law and the English Courts shall have jurisdiction over any disputes between us.

In these terms and conditions:-

"Top Class Carpentry" means, TopClassCarpentry.com and any other connected organisation that supplies the goods ordered by you and any successor to its business;

"We and Us" means TopClassCarpentry.com either alone or together with you, as the context requires;

"Our" means TopClassCarpentry.com;

"Working days" means every day of the year except, weekends, statutory, and public holidays;

"You" means the person ordering goods and/or services subject to these terms and conditions;

"Goods" means the products or items purchased through this website;

"Services" means the performance of duties or provisions for work of professional activity of a tradesman involved with the installation, fitting, or carrying out of manual labour;

## 7. Delivery

We operate a kerbside delivery service for all items that cannot be posted, therefore it is vital that someone is onsite and able to assist the driver to unload large heavy and awkward items, as non deliveries will incur a failed delivery charge. Large consignments to Isle of Man, Isle of Wight, and Ireland are usually delivered to your door by a 2 man home delivery service, these couriers may contact you directly to arrange a convenient delivery time as these deliveries usually take up to 72 hours to complete.

Worktops and other large consignments will usually be delivered by a 30ft lorry, there must be sufficient parking and unloading space, as well as access to the property and location for such deliveries, failure to meet this condition will result in non delivery and may incur a failed delivery charge. Please notify us of any low bridges or width and weight restrictions that may effect delivery.

# **Our Details**

#### **Our Address:**

TopClassCarpentry.com 53 Shakespeare Road Worthing West Sussex BN11 4AT

### To contact us by telephone please ring:

0845 812 0845 (ÚK) or 0044 845 812 0845 (International) Lines are open Mondays to Saturday between 8am – 6pm. (Call charges from BT land lines are charged at no more than 5 pence per minute, other network providers may charge more, please contact your network provider for current costs to 0845 phone numbers. Top Class Carpentry pays to maintain this number and receives no income from phone calls)

### To contact us by fax please use:

0845 812 0844

(Call charges from BT land lines are charged at no more than 5 pence per minute, other network providers may charge more, please contact your network provider for current costs to 0845 phone numbers. Top Class Carpentry pays to maintain this number and receives no income from phone calls).

### To contact us by email please use:

sales@top class carpentry.com

We endeavour to answer all emails within 2 working days.

### To contact us on-line please fill out our contact form at:

https://www.topclasscarpentry.com/contact/

### Telephone numbers we may use to contact you are:

0845 812 0845 0845 812 0844

01903 600 256

01903 000 230

01903 203 703

01903 215 909

01903 203 742

07788 11 7777 (Vodafone)

07788 11 9011 (Vodafone)

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