

# Doors Sincerely Limited

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Company Reg.: GB 664 5921 VAT No.: GB 940423253

## Guarantee & Terms & Conditions

### Interpretation

1. The definitions below apply to these terms and conditions
2. "the Company" means Doors Sincerely Limited whose principle place of business and registered office is Unit 34 Capital Business Centre, 22 Carlton Road, South Croydon, Surrey, CR2 0BS
3. "the Buyer" means the person or company who agrees to buy goods from the Company
4. "the Goods" means the goods which the Company is to supply in accordance with these Conditions of Sale
5. "Confirmation of Order" means the invoice provided by the Seller to the Purchaser which confirms the goods to be supplied by the Seller

### Basis of Sale

1. The Company shall sell, and the Buyer shall purchase Goods in accordance with these terms and conditions.
2. The contract is formed when the Buyer receives a Confirmation of Order
3. It is the intention of the Company that all terms of the contract should be contained in this agreement and in the Confirmation of Order provided by the Company. If the Buyer requires any changes or wishes other terms to be included, they should request these in writing.
4. Any amendments or additions must be received before goods enter production
5. It is the Buyer's responsibility to ensure that the specifications of products within their order are suitable for their intended purpose before the order is placed.

### Right to Cancel

1. The Buyer shall be entitled to cancel this agreement within 7 days (excluding weekends and public holidays) after receipt of the Goods.
2. The right to cancel is however governed by the following conditions:
  - 2.1 You are **not** entitled to cancel your contract or return goods where the goods have been made to order. Please note that most standard and made to measure doors, carcasses and accessories are made to order and therefore these orders cannot be cancelled.
  - 2.2 An order cannot be cancelled once it is in production.
  - 2.3 The Buyer shall be responsible for promptly returning the Goods to the Company, complete with original packaging, at the cost of the Buyer in an unused and undamaged condition. The Buyer must ensure the goods are returned packaged sufficiently in order to protect against damage.
  - 2.4 Goods cannot be returned if they have been hung or used unless it has been agreed that the item is faulty
  - 2.5 If the Buyer does not pay the costs of delivery the Company shall be entitled to deduct the costs of recovering the Goods from the amount to be refunded to the Buyer.
  - 2.6 If the Buyer wishes to cancel the contract in accordance with this clause the Buyer must give us written notice by email or first-class post.
3. Cancelled orders on the Buyer's request will be subject to a fee amounting to 5% of the total invoice cost, this will be deducted from any subsequent refund.

## Pricing and Payment

1. The price of the Goods shall be the price set out in the Confirmation of Order, all prices will be inclusive of VAT at the rate which applies at the date of order, if any subsequent changes in the rate of VAT occurs between the date of the agreement and the delivery date the Buyer shall agree that any additional taxes shall be added to the price
2. All prices quoted either by our website or hardcopy quotations will be shown in £ sterling and include VAT and delivery charges at the current rate
3. Unless otherwise agreed in writing by the Company, payment of the full price is due when the purchaser places the order.
4. The Goods remain the property of the Company until payment is received in full
5. All payments received by our website or by phone are processed by secure payment facilities, no personal information is retained or stored by the company.

## Delivery

1. The Company shall do all it reasonably can to meet any date given for delivery of the Goods but will not be liable for delay however caused, nor loss, costs or damage suffered by the Buyer through any such delay. Time of delivery shall not be of the essence.
2. The Goods shall be delivered to the place of delivery agreed between the Company and the Buyer and detailed within the Contract.
3. The Buyer will do all that is reasonably possible to enable the delivery to take place on the agreed date. Deliveries are made Monday to Friday between 8.30 and 6.00pm.
4. Deliveries are made to ground floor entrance only on condition that reasonable access is available for the safe and prompt delivery of the goods
5. **Note: During the Covid 19 health crisis deliveries drivers will not come into contact with anyone at the delivery address or enter the property. It should be noted that in order to adhere to social distancing packages will be left 2 meters from the customers door. Please ensure an able bodied person is available to lift the delivery into the property**
6. If the Buyer is not available to accept delivery of the Goods, the Company or its agent will hold the goods in storage. The Company or its agent will attempt to contact the Buyer to make an alternate delivery date. An additional delivery charge to the Buyer will be made to cover re delivery and storage costs.
7. It is the Buyer's responsibility to ensure that access is available to the property and that at least one able person is available to assist with the offloading of large orders.
8. The Buyer's order may be received in more than one delivery
9. All Goods must be visually inspected; any damage to packing materials must be signed for as damaged and notified to the driver.
10. If Goods are received with packing materials or crates these constitute as part of the order and are non-returnable, their disposal is the Buyer's responsibility.
11. Where goods are replaced due to damage in transit or manufacturing fault, replacement will be subject to standard delivery lead times, the Company shall make all reasonable endeavours to reduce this lead time but shall not be liable for any damage, additional fitting costs or loss suffered by the Buyer through any delay in obtaining such replacements.

## Guarantees and Warranties

1. The Company warrants that the Goods will conform to the Confirmation of Order
2. Where Goods have a manufacturer's warranty the Company shall assist the Buyer in obtaining from the manufacturer the benefit of any such warranty:
  - All MDF/MFC products carry a 6-year guarantee
  - All cabinets carry a 6-year guarantee
  - All hinges and drawers carry their own 25-year guarantee
  - All handles carry a 1-year guarantee
3. Any claim in relation to defects of the Goods must be notified to the Company within 3 days of delivery, for transit damage within 24 hours of receipt and Goods must be in an unused condition.

4. The Company shall be under no liability in respect of any defect of Goods arising from any inaccuracy in design, drawing or measurement supplied by the Buyer.
5. Products situated below a sink, or covering a dishwasher/washing machine are not covered, unless the damage is anything other than excessive steam or water contact
6. Products placed near to heat sources such as ovens, radiators, grills, boiling kettles, toasters etc are not covered by the guarantee unless protected by suitable heat strips and a suitable gap left for heat to escape.
7. The Company shall be under no liability if Goods delivered are not suitable due to structural defects of the property.
8. The Company shall not be liable for any defects, loss or injury arising from the Buyers negligence or arising from improper use, maintenance, faulty workmanship or unauthorised modification.

### **Specification of Goods**

1. All images, information, samples and colour swatches are intended as a general guide only and do not form part of the contract. Products may be subject to minor changes to reflect improvements and modifications and such changes which will not affect the appearance or performance of the Goods shall not be deemed a change to the contract specifications
2. The quantity and description of the Goods shall be specified in the Confirmation of Order which forms part of the contract
3. The Company reserves the right to make changes to specification of the Goods which are required to conform with safety or any other statutory requirement
4. If for any reason beyond the Company's control the Company is unable to supply the Goods, the Company will notify the Buyer. With agreement from the Buyer the Company shall replace all or part of the Goods with products of the same description and of equal or higher standards and value. If the Buyer does not wish to accept the replacement goods, then the Buyer may terminate the contract and any monies paid to the Company shall be refunded in full.

### **Liability**

1. The Company shall not be liable for any loss or delays arising from circumstances beyond its control, including but not limited to, failure by our own suppliers and couriers to deliver on time, goods that are damaged in transit and have to be replaced for whatever reason.
2. The Company shall not be liable for any loss arising from any breach of the conditions of this contract by the Buyer
3. The Company shall not be liable for any inaccurate statements, errors or omissions contained within any brochure or literature produced by our suppliers over which we have no control
4. Any liability for any breach of this contract by the Company shall be limited either the net value of the Goods or at our discretion the replacement of the Goods, the Company shall not be liable for additional fitting costs incurred by the Buyer
5. The Company shall not be liable for any defects, loss or injury arising from the Buyers negligence or arising from improper use, maintenance, faulty workmanship or unauthorised modification.
6. Nothing in this agreement will reduce the Buyers statutory consumer rights, including rights in relation to faulty or misdescribed goods.
7. Nothing in this agreement shall restrict the Company's liability for death or personal injury as a result of any act, default or negligence of the Company, fraudulent misrepresentation or any other liability to the extent such liability may not be excluded or limited as a matter of law

### **General**

1. These terms and conditions set out the entire contract and understanding between the Company and the Buyer
2. No variation of the terms will be binding unless agreed in writing between the Company and the Buyer.
3. Nothing within these terms will affect the Buyers statutory consumer rights

