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Terms and Conditions – Consumer

Background:

These Terms and Conditions are the standard terms which apply to the provision of joinery services by Langley Furniture Works (“the Trader”) to customers who require joinery services to be provided at their property. Please read them carefully and ensure that you understand and agree to them. If you have any questions, please contact us.

These Terms and Conditions apply where the customer is a “consumer” as defined by the Consumer Rights Act 2015.

1. Definitions and Interpretation

1.1 In these Terms and Conditions, unless the context otherwise requires, the following expressions have the following meanings:

“Agreed Times”	means the times which You and We agree for the Joiner to have access to the Property to complete the Job;
“Agreement”	means the contract into which You and We will enter if You accept the Estimate. The Agreement will incorporate, and be subject to, these Terms and Conditions;
“Business”	means any business, trade, craft, or profession carried on by You or any other person or organisation;
“Consumer”	means a “consumer” as defined by the Consumer Rights Act 2015, and in relation to these Terms and Conditions means an individual customer of the Trader who receives Joinery Services for their personal use and for purposes wholly or mainly outside the purposes of any Business;
“Deposit”	means the deposit You may be required to pay in accordance with Clause 5;
“Final Fee”	means the total of all sums You must pay, which will be shown on the invoice issued in accordance with Clause 6;
“Job”	means the complete performance of the Joinery Services;
“Joinery Services”	means the joinery services We will provide as specified in the Estimate;
“Joiner”	means Us or Our employee who will be responsible for providing the Joinery Services;
“Order”	means Your initial request for Us to provide the Joinery Services as set out in Clause 4;

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- “Products”** means the products required for the provision of the Joinery Services which We will supply (if any) as specified in the Estimate;
- “Property”** means Your home/premises, at which the Job is to take place;
- “Estimation”** means the estimation We give to You in accordance with Clause 4 detailing the services We will provide to You and the fees We will charge;
- “Estimated Fee”** means the fee set out in the Estimation which may change according to the actual work undertaken as set out in Clause 6;
- “Start Date”** means the date You and We agree on for Us to start providing the Joinery Services as specified in the Agreement;
- “Visit”** means any occasion, scheduled or otherwise, on which the Joiner visits the Property to provide the Joinery Services;
- “We/Us/Our”** means the Trader and includes all employees, agents, and sub-contractors of the Trader; and
- “You/Your”** means a Consumer who is a customer of the Trader.

- 1.2 Each reference in these Terms and Conditions to “writing”, and any similar expression, includes electronic communications whether sent by e-mail, text message, or other means.
- 1.3 Each reference to a statute or provision of a statute is a reference to that statute or provision as amended or re-enacted at the relevant time.
- 1.4 Each reference to “these Terms and Conditions” is a reference to these Terms and Conditions.
- 1.5 The headings used in these Terms and Conditions are for convenience only and do not affect the interpretation of these Terms and Conditions.
- 1.6 Words signifying the singular number will include the plural and vice versa.
- 1.7 References to any gender will include any other gender.
- 1.8 References to persons, unless the context otherwise requires, include corporations.

2. Information about Us

- 2.1 We are a sole trader.
- 2.2 We trade under the name Mr Geoffrey Jackson trading as Langley Furniture Works.
- 2.3 Our main trading address is Langley Furniture Works, The Old Brickyard, Langley, Hexham, NE47 5LA
- 2.4 Our VAT number is 499 9514 66.

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3. Communication and Contact Details

- 3.1 If You wish to contact Us with questions or complaints, You may contact Us by telephone at 01434 688 977 or by email at admin@langleyfurnitureworks.co.uk.
- 3.2 In certain circumstances You must contact Us in writing (as stated in various Clauses throughout these Terms and Conditions). When contacting Us in writing You may use the following methods:
 - 3.2.1 contact Us by email at admin@langleyfurnitureworks.co.uk; or
 - 3.2.2 contact Us by pre-paid post at Geoff Jackson, Langley Furniture Works, The Old Brickyard, Langley, Hexham, NE47 5LA

4. Orders

- 4.1 We accept orders for Joinery Services via telephone, text or email.
- 4.2 When placing an Order You should set out, in detail, the Joinery Services required. Details required include the location of the Property, the number and type of rooms in which work is required, and the type(s) of joinery (e.g. fitting, fabrication etc.).
- 4.3 Once the Order is complete and submitted, We will prepare an Estimation and send it to You either by email or post. The Estimation will set out the required Deposit and fee (see Clauses 5 and 6).
- 4.4 If We cannot accept your Order, We will inform you of this in writing.
- 4.5 You may make changes to the Order and Estimation before accepting it.
- 4.6 You may accept an Estimation in writing via email or telephone.
- 4.7 When (but not before) You have accepted the Estimation, and You have paid the Deposit, a legally binding contract between You and Us will be created for Us to provide the Joinery Services and for You to pay for them.
- 4.8 If you wish to change your Order after accepting the Estimation, please contact Us and We will tell you whether or not the change can be accommodated, along with any changes to the fees payable as a result. If we cannot accommodate the changes or the changes to the fees or other matters are not acceptable to you, you may cancel in accordance with Clause 13 and/or 14.

5. Deposit

- 5.1 At the time of accepting the Estimation, depending on the nature of the work and any Products required in advance, You may be required to pay Us a Deposit. The Deposit will be 25% of the Estimated Fee.
- 5.2 If you cancel the Joinery Services, We may retain some or all of the Deposit as set out in Clauses 13, 14 and 15.

6. Fees and Payment

- 6.1 The Estimated Fee will include the price payable for the Joinery Services and for the estimated Products required.
- 6.2 We will, where reasonably possible, use only the Products (and quantities of Products) set out in the Estimation; however, if additional Products are required, We will adjust the Final Fee to reflect this. We will keep any increases to a necessary minimum, will keep You

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informed at all times, and will not proceed without your agreement.

- 6.3 If the price of Products (e.g. Door Furniture) or services increases during the period between Your acceptance of the Estimation and the Start Date, We will inform You of the increase and of any difference in the Final Fee. If You do not wish to accept the increase, You may cancel and receive a full refund of all sums paid including, where applicable, the Deposit.
- 6.4 The Estimated Fee and the Final Fee are exclusive of VAT.
- 6.5 We will invoice You when the Job has been completed.
- 6.6 You must pay any invoice on receipt of receiving it unless otherwise agreed in writing by a director of the Company.
- 6.7 We accept the following methods of payment:
 - 6.7.1 Bank Transfer (BACS);
 - 6.7.2 Cash;
 - 6.7.3 Cheque;
- 6.8 If You do not pay an invoice by the due date We may charge You interest on the overdue sum at the rate of 2% above the base rate of The Bank of England from time to time until payment is made in full. Interest will accrue on a daily basis from the due date until the actual date of payment, whether before or after judgment.
- 6.9 If You have promptly contacted Us to dispute an invoice in good faith, We will not charge interest while such a dispute is ongoing.

7. Joinery Services

- 7.1 We will provide the Joinery Services in accordance with the specification set out in the accepted Estimation (as may be amended by agreement between You and Us from time to time).
- 7.2 We may provide sketches, plans, diagrams, or similar documents in advance of the Job. Any such material is intended for illustrative purposes only and is not intended to provide an exact specification of the Job nor to guarantee specific results.
- 7.3 We will use reasonable endeavours to ensure that the Products We use match those chosen by You and, where applicable, are consistent throughout the Property (or relevant parts of the Property). There may be slight variations to the same Products as a result of differences between photographs, catalogues and other materials, and the Products themselves, as a result of minor technical changes which will not impact your use of the Product in question, or as a result of the nature of the Products (e.g. natural variations in grain). Product packaging may also vary. If different Products are required due to non-availability, We will not supply them without consulting with You first, in advance of the Job. If You do not wish to accept the alternative Products, You may cancel and receive a full refund of all sums paid including, where applicable, the Deposit.
- 7.4 We will ensure that the Joinery Services are performed with care and skill and to a standard which is consistent with best trade practice.
- 7.5 We will ensure that We comply with all relevant codes of practice that may apply from time to time, voluntary or otherwise.
- 7.6 We will properly dispose of all waste that results from Our provision of the Joinery Services.
- 7.7 Where a Job is to last for more than one working day, the Joiner will, where reasonably

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possible, leave the Property in a clean and tidy state and minimise any disruption to Your use and enjoyment of the Property while work is being carried out. We will, wherever possible, store all tools and materials only in areas where work is being carried out or remove them from the Property at the end of each working day.

8. Faulty Products

- 8.1 If any Products are supplied in the course of Us providing the Joinery Services, and You discover a defect with one or more of those Products or if the Product or Products have been incorrectly described, You should inform Us using the contact details above in Clause 3.
- 8.2 Within the first the first six months, We will, at Our option, repair or replace any defective Products. This right may not apply if We can prove that the defect has been caused deliberately or negligently by You, or as a result of Your failure to follow instructions given by the Joiner or as included with the Product.
- 8.3 After the first six months, if any Product develops a fault, You must prove that the Product in question was faulty at the time We supplied it and You took ownership of it. You may be entitled to a repair or replacement, or to a partial refund for up to six years depending upon the nature of the Product and how long it can reasonably be expected to last.
- 8.4 All glazing is guaranteed for 5 years.

9. Problems with Our Service

- 9.1 If there is a problem with the result of the Joinery Services, i.e. they have not been provided with reasonable care and skill, You are entitled to ask Us to repeat or fix the service, or to get a price reduction if this is not possible.
- 9.2 We always use reasonable efforts to ensure that Our provision of the Joinery Services is trouble-free. If, however, there is a problem with the Joinery Services We request that You inform Us as soon as is reasonably possible. We will use reasonable efforts to remedy problems with the Joinery Services as quickly as is reasonably possible and practical.
- 9.3 We will not charge You for remedying problems under this Clause 9 where the problems have been caused by Us or where nobody is at fault. If We determine that a problem has been caused by incorrect or incomplete information or action provided or taken by You, We may charge You for remedial work.
- 9.4 As a consumer, You have certain legal rights with respect to the purchase of goods or services. For full details of your legal rights and guidance on exercising them, it is recommended that You contact your local Citizens Advice Bureau or Trading Standards Office.
- 9.5 If We do not perform the Joinery Services with reasonable skill and care, You have the right to request repeat performance or, if that is not possible or done within a reasonable time without inconvenience to You, You have the right to a reduction in price.
- 9.6 If for any reason We are required to repeat the Joinery Services in accordance with Your legal rights, We will not charge You for the same and We will bear any and all costs of such repeat performance. In cases where a price reduction applies, this may be any sum up to the full fees payable for the Job and, where You have already made payment(s) to Us, may result in a full or partial refund. Any such refunds will be issued without undue delay (and in any event within 14 calendar days starting on the date on which We agree

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that You are entitled to the refund) and made via the same payment method originally used by You unless You request an alternative method.

10. Your Obligations

- 10.1 If any consents, licences, or other permissions are needed from any third parties such as landlords, planning authorities, local authorities, or similar, You must obtain them before We begin to provide the Joinery Services.
- 10.2 We may ask you to move or remove certain furniture, fixtures and fittings in the Property before we begin work. Unless You and We specifically agree otherwise, this is Your responsibility.
- 10.3 You will ensure that the Joiner can access the Property at the Agreed Times to provide the Joinery Services.
- 10.4 You may either give the Joiner a set of keys to the Property or be present at the Agreed Times to give the Joiner access. We promise that all keys will be kept safely and securely by the Joiner.
- 10.5 If You do not provide the required access to the Property or make it impossible for Us to provide the Joinery Services by failing to comply with any other provision in this Clause 10, and do not have a good reason for this, We may invoice you for any additional charges incurred as a result.
- 10.6 You must ensure that the Joiner has access to electrical outlets and welfare facilities unless agreed otherwise.

11. Complaints and Feedback

- 11.1 We always welcome feedback from Our customers and, while We always use all reasonable endeavours to ensure that Your experience as a customer of Ours is a positive one, We nevertheless want to hear from You if You have any cause for complaint.
- 11.2 All complaints are handled in accordance with Our complaints policy and procedure, available from admin@langleyfurnitureworks.co.uk
- 11.3 If You wish to complain about any aspect of Your dealings with Us, please contact Us in one of the following ways:
 - 11.3.1 In writing, addressed to Geoff Jackson, Langley Furniture Works, The Old Brickyard, Langley, Hexham, NE47 5LA;
 - 11.3.2 By email, addressed to admin@langleyfurnitureworks.co.uk;
 - 11.3.3 By telephone on 01434 688 977

12. Changing the Start Date

- 12.1 If You ask Us to change the Start Date:
 - 12.1.1 We will, where reasonably possible, agree a revised Start Date with You;
 - 12.1.2 If it is not possible to agree a revised Start Date either You or We may terminate the Agreement (see Clause 15).
- 12.2 If We ask You to change the Start Date, You may either:
 - 12.2.1 agree a revised Start Date with Us; or

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12.2.2 terminate the Agreement (see Clause 15).

13. Cancellation of Contract During the Cooling Off Period

- 13.1 Where the Agreement is not made “on Our premises”, You have a statutory right to a “cooling off” period. This period begins once the contract between You and Us is formed and ends:
- 13.1.1 in relation to the Joinery Services, at the end of 14 calendar days after the date on which the contract is formed.
- 13.2 If You wish to cancel the Agreement within the cooling off period, You should inform Us immediately by a clear statement (e.g. a letter sent by post, or email to the postal address, or email address specified in these Terms and Conditions).
- 13.3 To meet the cancellation deadline, it is sufficient for You to send Your communication concerning the exercise of the right to cancel before the cancellation period has expired.
- 13.4 If You exercise this right to cancel, You will receive a full refund of any amount paid to the Us in respect of the contract (including, but not limited to, the Deposit, where applicable).
- 13.5 We will refund money using the same method used to make the payment, unless You have expressly agreed otherwise. In any case, You will not incur any fees as a result of the refund.
- 13.6 We will process the refund due to You as a result of a cancellation without undue delay and, in any case, within the period of 14 calendar days after the day on which We are informed of the cancellation.
- 13.7 If the Start Date falls within the cooling off period, You must make an express request for provision of the Joinery Services to begin within the 14 calendar day cooling off period. By making such a request You acknowledge and agree to the following:
- 13.7.1 If the Job is completed within the 14 calendar day cooling off period, You will lose the right to cancel once the Job is completed;
- 13.7.2 If You cancel the Agreement after provision of the Joinery Services has begun You will be required to pay for the Joinery Services and any Products that cannot be returned to Us supplied up until the point at which You inform Us of Your wish to cancel;
- 13.7.3 The amount due will be calculated in proportion to the full price of the Joinery Services and the actual Joinery Services already provided. Any sums that have already been paid for the Joinery Services will be refunded, subject to deductions calculated on this basis;
- 13.7.4 We will process any refund no later than 14 calendar days after You inform Us of Your wish to cancel.
- 13.8 Clause 14 applies to the termination of the Agreement after the 14 calendar day cooling off period has elapsed.

14. Cancellation Outside of the Cooling Off Period

- 14.1 In addition to Your rights in Clause 13 relating to the cooling off period, the following applies to Your termination of the Agreement after the cooling off period and before the Start Date (if relevant):

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- 14.1.1 If You cancel the Job after the 14 calendar day cooling off period has expired (or where it does not apply) and more than 7 calendar days before the Start Date, We will refund the Deposit, if applicable, and any other sums paid as soon as is reasonably possible, and in any event within 14 calendar days of cancellation.
- 14.1.2 If You cancel the Job after the 14 calendar day cooling off period has expired (or where it does not apply) and less than 7 calendar days before the Start Date, We will retain from the Deposit, if applicable, a sum to cover any net financial loss that We suffer due to the cancellation. We will refund the balance of the Deposit to You as soon as is reasonably possible, and in any event within 14 calendar days of cancellation. If Our net financial loss is more than the amount of the Deposit (and/or if no Deposit has been paid), We will invoice You for the shortfall and You will be required to make payment in accordance with Clause 6.
- 14.2 We may need to terminate the Agreement before the Start Date due to the unavailability of required personnel or materials, or due to the occurrence of an event outside of Our reasonable control. If such cancellation is necessary, We will inform You as soon as is reasonably possible. We will refund the Deposit, if applicable, and any other sums paid as soon as is reasonably possible, and in any event within 14 calendar days of termination.

15. Termination

- 15.1 You may terminate the Agreement with immediate effect at any time by giving Us written notice if:
 - 15.1.1 We have breached the Agreement in any material way and have failed to remedy that breach within 1 calendar month of You asking Us in writing to do so;
 - 15.1.2 We enter into liquidation or have an administrator or receiver appointed over Our assets;
 - 15.1.3 You and We have been unable to agree a revised Start Date or You elect to terminate the Agreement under Clause 12;
 - 15.1.4 We are unable to provide the Joinery Services due to an event outside of Our control (see Clause 17).
- 15.2 We may terminate the Agreement with immediate effect by giving You written notice if:
 - 15.2.1 You fail to make a payment on time as required under Clause 6 (this does not affect Our right to charge interest on overdue sums under sub-Clause 6.8);
 - 15.2.2 You have breached the Agreement in any material way and have failed to remedy that breach within 1 calendar month of Us asking You in writing to do so; or
 - 15.2.3 You and We have been unable to agree a revised Start Date under Clause 12;
 - 15.2.4 You do not provide the Joiner with access to the Property or otherwise make it impossible for the Joiner to provide the Joinery Services, and We have been unable to contact You to re-arrange the Joinery Services under sub-Clause 10.5;
- 15.3 For the purposes of this Clause 15 a breach of the Agreement will be considered 'material' if it is not minimal or trivial in its consequences to the terminating Party. In deciding whether or not a breach is material, no regard will be had to whether it was caused by any accident, mishap, mistake or misunderstanding.
- 15.4 If at the termination date:
 - 15.4.1 You have made any payment to Us (including, but not limited to, the Deposit, where applicable) for any Joinery Services We have not yet provided, these sums

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will be refunded to You as soon as is reasonably possible, and in any event within 14 calendar days of the termination notice. We may, however, deduct from such a refund (or charge You) reasonable compensation for the net costs We will incur as a result of your breaking the Agreement if We terminate it under sub-Clauses 15.2.1, 15.2.2, or 15.2.4;

15.4.2 We have provided Joinery Services that You have not yet paid for, the sums due will be deducted from any refund due to You or, if no refund is due, We will invoice You for those sums and You will be required to make payment in accordance with Clause 6.

16. Effects of Termination

16.1 If the Agreement is terminated for any reason:

16.1.1 Any Clauses which, either expressly or by their nature, relate to the period after the expiry or termination of the Agreement will remain in full force and effect.

16.1.2 Termination will not remove or reduce any right to damages or other remedy which either You or We may have in respect of any breach of the Agreement which exist at or before the date of termination.

17. Events Outside of Our Control (Force Majeure)

17.1 We will not be liable for any failure or delay in performing Our obligations under these Terms and Conditions where the failure or delay results from any cause that is beyond Our reasonable control. Such causes include, but are not limited to: power failure, internet service provider failure, strikes, lock-outs or other industrial action by third parties, riots and other civil unrest, fire, explosion, flood, storms, earthquakes, subsidence, acts of terrorism (threatened or actual), acts of war (declared, undeclared, threatened, actual or preparations for war), epidemic or other natural disaster, or any other event that is beyond Our reasonable control.

17.2 If any event described under this Clause 17 occurs that is likely to adversely affect Our performance of any of Our obligations under these Terms and Conditions:

17.2.1 We will inform You as soon as is reasonably possible;

17.2.2 Our obligations under the Agreement will be suspended and any time limits that We are bound by will be extended accordingly;

17.2.3 We will inform You when the event outside of Our control is over and provide details of any new dates, times or availability of Joinery Services as necessary;

17.2.4 You or We may terminate the Agreement (see Clause 15).

18. Liability

18.1 We will be responsible for any foreseeable loss or damage that You may suffer as a result of Our breach of these Terms and Conditions or as a result of Our negligence. Loss or damage is foreseeable if it is an obvious consequence of the breach or negligence or if it is contemplated by You and Us when the Agreement is entered into. We will not be responsible for any loss or damage that is not foreseeable.

18.2 We will maintain suitable and valid insurance including public liability insurance.

18.3 We will not be liable to You for any loss of profit, loss of business, interruption to business

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or for any loss of business opportunity.

- 18.4 If We cause any damage to the Property, We will make good that damage at no additional cost to You. We are not responsible for any pre-existing faults or damage in or to Your property that We may discover while providing the Joinery Services.
- 18.5 We are not liable for any loss or damage You suffer which results from Your failure to follow any reasonable instructions given by Us or the Joiner.
- 18.6 Nothing in these Terms and Conditions is intended to or will limit or exclude Our liability for death or personal injury caused by Our negligence or for fraud or fraudulent misrepresentation.
- 18.7 Nothing in these Terms and Conditions is intended to or will limit Your legal rights as a Consumer under any consumer protection legislation. For more details of Your legal rights please refer to Your local Citizens Advice Bureau or Trading Standards Office.

19. How We Use Your Personal Data (Data Protection)

- 19.1 All personal data that We may use will be collected, processed, and held in accordance with the provisions of EU Regulation 2016/679 General Data Protection Regulation (“GDPR”) and Your rights under the GDPR.
- 19.2 For complete details of Our collection, processing, storage, and retention of personal data including, but not limited to, the purpose(s) for which personal data is used, the legal basis or bases for using it, details of Your rights and how to exercise them, and personal data sharing (where applicable), please refer to Data Protection Policy available from admin@langleyfurnitureworks.co.uk.

20. Other Important Terms

- 20.1 We may from time to time change these Terms and Conditions without giving You notice, but We will use Our reasonable endeavours to inform You as soon as is reasonably possible of any such changes.
- 20.2 We may transfer (assign) Our obligations and rights under the Agreement to a third party (this may happen, for example, if We sell Our business). If this occurs We will inform You in writing. Your rights under the Agreement will not be affected and Our obligations under the Agreement will be transferred to the third party who will remain bound by them.
- 20.3 You may not transfer (assign) Your obligations and rights under the Agreement without Our express written permission (such permission not to be unreasonably withheld).
- 20.4 The Agreement is between You and Us. 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 the Agreement.
- 20.5 If any provision of the Agreement or these Terms and Conditions is held by any competent authority to be invalid or unenforceable in whole or in part the validity of the other provisions of the Agreement or these Terms and Conditions and the remainder of the provision in question will not be affected.
- 20.6 No failure or delay by Us or You in exercising any rights under the Agreement means that We or You have waived that right, and no waiver by Us or You of a breach of any provision of the Agreement means that We or You will waive any subsequent breach of the same or any other provision.

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21. Regulations and Information

- 21.1 We are required by the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 to ensure that certain information is given or made available to You as a Consumer before We make Our contract with You (i.e. before You have accepted the Estimation) except where that information is already apparent from the context of the transaction. We have included the information itself in the Estimation for You to see, or We will make it available to You before you accept the Estimation. All of that information will, as required by the Regulations, be part of the terms of Our contract with You as a Consumer.
- 21.2 As required by the Regulations:
- 21.2.1 all of the information described in sub-Clause 21.1; and
- 21.2.2 any other information which We give to You about the Joinery Services, or about Us or Our business which you take into account when deciding to accept the Estimation, or when making any other decision about the Joinery Services, will be a part of the terms of Our contract with You as a Consumer.

22. Law and Jurisdiction

- 22.1 These Terms and Conditions, the Agreement, and the relationship between you and Us (whether contractual or otherwise) shall be governed by, and construed in accordance with the law of England & Wales.
- 22.2 As a consumer, you will benefit from any mandatory provisions of the law in your country of residence. Nothing in Sub-Clause 22.1 above takes away or reduces your rights as a consumer to rely on those provisions.

Any dispute, controversy, proceedings or claim between you and Us relating to these Terms and Conditions, the Agreement, or the relationship between you and Us (whether contractual or otherwise) shall be subject to the jurisdiction of the courts of England, Wales, Scotland, or Northern Ireland, as determined by your residency.