



BARNWOOD CARPENTRY

Terms of Business – Barnwood Carpentry

Introduction

Barnwood Carpentry is a family-run local business. Goodwill and delivering on our promises to keep our clients satisfied is of the utmost importance to us. The economic reality of the world in which we operate is such that we must provide some rather legalistic Terms of Business as detailed below, but this is not to detract from the positive and service-oriented way we approach every project, large or small. We rarely (if ever) have any disputes or dissatisfied customers – the details below are just to cover us and you in case the worst happens!

1) Definitions

For the purposes of these Terms of Business (hereinafter, “Terms”), “us” or “we” shall refer to Barnwood Carpentry Ltd and “you” shall refer to you, our client(s). You have requested that we undertake certain works for you and, by allowing us to proceed with those works, you are indicating your agreement to the Terms set out below.

2) Site Visits

A site visit is generally carried out free of charge to discuss your project in detail and provide you with a written estimate or fixed price quotation. If subsequent site visits are required, these may be chargeable as per our Rate Card.

3) Estimates

The value of the estimate is what we expect to charge you for the works, based on our initial discussions. Estimates are given in good faith but for obvious reasons are not a fixed price quotation.

4) Quotations

The written quotation is a fixed price for the work stated, including labour and materials and additional costs including expenses (if any) (excluding Tax). This quotation is valid for 8 weeks from acceptance after which the quotation may be recalculated.

Due to the nature of construction projects clients occasionally alter or extend their requirements following instructing us. If you change the scope or if unforeseeable circumstances or unexpected issues arise any changes will be confirmed in writing

55 Combe Road, Farncombe, Godalming, Surrey, GU7 3SL | t: 01483 427950 |
E: info@barnwoodcarpentry.co.uk | www.barnwoodcarpentry.co.uk

Barnwood Carpentry Ltd Registered in England. Company Number: 15439750.
Registered Office: 55 Combe Road, Godalming, GU7 3SL.



BARNWOOD CARPENTRY

along with an agreed cost or estimate, to prevent any misunderstandings. You have the right to accept or decline the new quotation/estimate and cost. Should you choose to decline, all work will cease, and, on receipt of our invoice, you must pay for all materials and work already completed in accordance with the original quotation.

5) Your Obligations

If you provide the measurements for some or all the materials and/or products and the measurements are incorrect or some or all the materials and/or products turn out to be faulty and/or unsuitable you will be responsible for any additional costs incurred.

If we provide materials and/or products based upon your instruction, but you decide they are not appropriate for whatever reason, we will endeavour to exchange or return them but cannot guarantee this will be possible, especially if we have begun work on them. You will be responsible for any additional costs incurred in replacing these.

If you provide drawings which form the basis for quotation and subsequent work, we will work to these in good faith. You will be responsible for the accuracy, completeness, and suitability of the drawings provided. If errors, omissions, or discrepancies are found, you will be responsible for any additional cost to rectify these issues.

Prior to the works commencing you will inform us of any hazards or potential hazards known or suspected in or around the premises where the works are due to be carried out.

You will grant us access to the premises where the works are to be carried out and will ensure that all necessary consents, permissions, and licenses, (if required) have been obtained in advance of the works commencing. Please note that we are unable to provide any advice concerning planning permission, boundaries, building regulations etc, nor are we able to produce professional drawings for planning permission.

You will be responsible for the provision of a 240v electrical supply and reasonable access to water, and toilet facilities, unless otherwise agreed.

You will be responsible for the safe and secure storage of any materials and/or equipment left (with your permission) at the premises during the work and will be accountable to us for any loss of or damage to such materials and/or equipment.

You will remove or cover all personal items left within our work area prior to your arrival on site; whilst all due care will be taken by us, we cannot be held responsible for dust/dirt that may be caused during the period of our work, nor can we be held responsible for any damage caused to the aforementioned.

55 Combe Road, Farncombe, Godalming, Surrey, GU7 3SL | t: 01483 427950 |
E: info@barnwoodcarpentry.co.uk | www.barnwoodcarpentry.co.uk

Barnwood Carpentry Ltd Registered in England. Company Number: 15439750.
Registered Office: 55 Combe Road, Godalming, GU7 3SL.



BARNWOOD CARPENTRY

6) Our Obligations to You

We will undertake the work with all due care, skill, and diligence; will complete the work within a reasonable timeframe, and will ensure that we always comply with all applicable laws and regulations such as employment law, health & safety, and financial regulations etc. We will supply materials and/or products needed for the works that are of high quality and, without prejudice to 5 above, will do all we reasonably can to replace any materials and/or products that prove to be faulty or substandard.

We will take good care of your property, furnishings, and wall coverings and, on completion of the works, will remove and lawfully dispose of any resulting waste material (if agreed during the initial quotation period).

We confirm that we hold, and will continue to hold, a valid and current Public Liability Insurance Policy and Employers Liability Insurance Policy. These will be provided to view upon request.

We will make one return visit to make reasonable adjustments should there be misalignment after a new building settles. However, any further visits will be chargeable. In the unlikely event that materials procured by us, or our work is found to be faulty or defective, we will make every effort to rectify the problem. If the issues are found to have arisen from willful damage, neglect, or misuse, then all repairs will be chargeable.

7) Materials and Products

All materials and/or products supplied and delivered to you during the work shall remain the property of Barnwood Carpentry until such time as the works have been paid for in full by you, following receipt of our invoice.

8) Gas and Electrical Equipment / Appliances

Owing to insurance restrictions we cannot fit, adjust, or attend to any electrical, water, or gas equipment.

9) Decoration & Post Completion

Our quotations do not include decoration, unless specifically stated. All external woodwork, doors and windows should be knotted and primed within two weeks of completion of work if this has not been allowed for in our quotation or carried out during the manufacturing process.

55 Combe Road, Farncombe, Godalming, Surrey, GU7 3SL | t: 01483 427950 |
E: info@barnwoodcarpentry.co.uk | www.barnwoodcarpentry.co.uk

Barnwood Carpentry Ltd Registered in England. Company Number: 15439750.
Registered Office: 55 Combe Road, Godalming, GU7 3SL.



BARNWOOD CARPENTRY

Doors, windows, and all other woodwork should be sealed (painted or varnished) within two weeks of fixing. We would recommend using the services of a professional decorator.

As wood is a natural product, we cannot guarantee and will not be held responsible for joinery rotting, warping, twisting, or shrinking, and neither can we be held responsible for any cracking or damage that may occur by movement or vibration in the structure during the works.

Green Oak is a freshly sawn material which seasons in situ and is therefore subject to natural movement and opening of grain. Worked joints will dry and open over time. Timber will initially leach tannins so brickwork and patios beneath may require cleaning in the future.

10)Force Majeure

At the risk of stating the obvious, neither party shall be held liable for any delay or failure in fulfilling their obligations under these Terms where such delay or failure results from circumstances beyond that party's control (including, but not limited to, an act of God, fire, act of government or state, severe weather, prevention from or hindrance in obtaining any materials, energy or other supplies, industrial action or labour disputes of whatever nature, and any other reason beyond the control of that party).

11)Cancellation (we know it's unlikely, but here's the legalese)

Should you wish to cancel the contract between us in respect of the works, you have (in accordance with the provisions of the Consumer Contract Regulations 2013) 14 days in which to do so following your acceptance of our quotation. You will pay for any services provided to you or materials purchased during this 14-day cancellation period, if any.

However, you have the right to end the contract if without reasonable cause (without affecting your other legal rights and remedies) we stop work for 14 working days or more, without prior agreement. Any monies due will be subject to our standard payment terms.

We can suspend or cancel your order, without affecting our legal rights and remedies, in one or more of the following circumstances:

- If you fail to pay any interim bill and still fail to pay for 5 days after receiving a written notice demanding payment.
- If you, or anyone you employ, or relative, or agent interfere with or obstruct the work or fail to make the site available for us (without good reason) for the contract period (or any one or more of these)

55 Combe Road, Farncombe, Godalming, Surrey, GU7 3SL | t: 01483 427950 |

E: info@barnwoodcarpentry.co.uk | www.barnwoodcarpentry.co.uk

Barnwood Carpentry Ltd Registered in England. Company Number: 15439750.
Registered Office: 55 Combe Road, Godalming, GU7 3SL.



BARNWOOD CARPENTRY

- If you become bankrupt or go into liquidation or make a composition or arrangement with your creditors (or any one or more of these).
- After we use our right to suspend this contract, we can end it if you are still at fault, we will be entitled to all payments under our standard terms and conditions and any costs involved in suspending or ending the contract. We are also entitled to claim for any losses we suffer (including loss of profits) resulting from suspending the contract. However, you can still use your legal rights and remedies under our terms and conditions of trading.

12) Payments

We will agree payment terms with you upon acceptance of our quotation/estimate. For larger projects, we may ask for a deposit to cover material outlay. Work will be invoiced in stage payments, or in a lump sum upon completion, as agreed with you. We will provide labour and material breakdowns for hourly rate work.

Unless otherwise agreed, invoices to be paid within 7 days of invoice date. For larger contracts payment is made by agreed valuation. Late payments may result in interest being charged at Bank of England base rate + 12% and a debt recovery fee.

13) VAT

All prices quoted are exclusive of VAT at the prevailing rate.

14) Disputes

We hope and expect that you will have no cause to complain about any aspect of our service. Any dispute over an invoice or work carried out should be raised in writing within 5 days of invoice date or issue arising and we will do our utmost to resolve any concern. We will offer dispute resolution and mediation through the Federation of Master Builders in the unlikely event that this is required.

15) Law & Jurisdiction

These Terms of Business will be subject to the laws of England and Wales.

Thank you for your business! We very much look forward to working with you.

55 Combe Road, Farncombe, Godalming, Surrey, GU7 3SL | t: 01483 427950 |
E: info@barnwoodcarpentry.co.uk | www.barnwoodcarpentry.co.uk

Barnwood Carpentry Ltd Registered in England. Company Number: 15439750.
Registered Office: 55 Combe Road, Godalming, GU7 3SL.