

NEWTON FORGE LIMITED

Terms and Conditions of Business

Newton Forge (hereinafter called "the Company") only accepts orders and sells goods upon and subject to these terms and conditions of business.

1. Supply of Goods

- 1.1 All quotations are subject to the Company receiving a signed Order Confirmation from the customer.
1.2 On receipt of the Order Confirmation the customer will sign a copy and return that copy to the Company to signify the customer's agreement as to the work and the sums payable to the company for the goods. The customer acknowledges and agrees that no goods will be provided or supplied until such time that the Company has received the signed copy of the Order Confirmation. The customer shall sign and return a copy of the Order Confirmation within 14 days of the Company providing a copy to the customer.
1.3 The Order Confirmation may be varied or added to from time to time, in writing and signed by both parties. The changes shall be clearly identified, together with the additional or different sums to be paid by the customer.

2. Delivery

- 2.1 The Company shall deliver the goods to the address of the customer specified on the Order Confirmation form.
2.2 For the avoidance of doubt, any delivery date or period of delivery are only best estimates and shall not be of the essence.
2.3 Many of the larger items will be made specifically for the customer. The Company shall not be liable for the consequences of any delay.
2.4 The Company accepts no responsibility for delays in completion of the orders due to labour disputes or other factors beyond the Company's control. No liability will be accepted for late delivery resulting in a third party claim.
2.5 In the event of the customer refusing to accept or make possible the delivery of goods after delivery arrangements have been made, the Company shall (without prejudice to any other rights or remedies available to it) be entitled to charge the customer with all packing, unpacking and transportation costs involved in such an abortive delivery.
2.6 The risk in the goods shall pass to the customer upon delivery.

3. Liability of the customer for payment

- 3.1 The customer shall be solely responsible for all payments due, irrespective of whether the goods are used by a third party or installed at a site owned or operated by a third party.
3.2 Payment for all further sums due shall be made on completion of work unless agreed otherwise in writing.
3.3 If payment of any sum due is not received by any due date specified for that sum the Company shall be entitled to charge interest on the outstanding amount at the rate of 8% per annum.

4. The Goods

- 4.1 Property in the goods shall not pass to the customer until the Company has received the payment of the sums due in regard to the supply of the goods (and any other sums that are due and owing to the Company) in full whether or not delivery has been made.
4.2 Until such time as property in the goods passes from the Company the Customer shall upon request deliver up such of the goods as have not ceased to be in existence or resold to the Company. If the customer fails to do so the Company may enter upon any premises owned, occupied or controlled by the customer where the goods are situated and repossess the goods.

5. Acceptance of the Goods

- 5.1 The Company examine goods before leaving their premises and we accept no responsibility for damage caused by careless handling or storage on the customer's premises or sites or through incorrect fixings. The customer shall inspect the goods upon delivery or collection before signing acceptance and shall notify the company of any damages or shortfall within two working days.
5.2 Should any goods whilst in the course of transit arrive in a damaged condition the Company are unable to entertain any claim for damage unless we are notified in writing within two working days of the date of delivery.
5.3 Goods damaged in transit or wrongly addressed by the Company or the Company's couriers will be collected free of charge by our couriers and replaced by us as soon as possible. Goods should not be returned before contacting us.
5.4 The customer shall be deemed to have accepted the goods three working days after delivery to the customer.
5.5 After acceptance the customer shall not be entitled to reject goods which are not in accordance with the contract.

6. Measurements

Measurements given are for guidelines only and to overall dimensions. If exact measurements are required please ask when ordering. The Company will advise you of any changes beyond its control. The Company recommend customers measure the access to their own homes to ensure larger items can be delivered and fit. Measurements supplied by the customer should be supplied in writing. We do not make flat pack furniture.

7. Cancellation

- 7.1 Many goods or products in the Company's catalogue will be made and finished to the customer specifically and therefore cannot be cancelled without cost to the customer.
7.2 A full refund will only be given if an order is cancelled within three working days of our receipt of the Order Confirmation.
7.3 Orders cancelled after three working days of receipt of the Order Confirmation but up to seven working days from receipt of the Order Confirmation will be charged at a minimum of 30% of order value.
7.4 After ten working days from receipt of the Order Confirmation any cancellation will not be subject to a refund unless agreed in writing by the Company.

8. Estimate

The Company's estimate of costs will be deemed correct.

9. Liability

- 9.1 The Company shall not be under any liability whatsoever in respect of any defect in the design, production or manufacture of any goods by reason of having approved or relied in any way upon a plan, drawing, design or specification supplied by or on behalf of the customer.
9.2 The Company shall not be under any liability whatsoever in respect of any defect in the design, production or manufacture of any goods by reason of having prepared plans, drawings, designs or specifications in reliance upon instructions, information and documentation supplied by or on behalf of the customer.
9.3 It shall be the customer's sole responsibility at his/her own expense to obtain all licenses, approval of plans, planning and other permissions including building regulation approval and listed building consent.
9.4 The customer shall be responsible for ensuring compliance with all statutory regulations including and without limitation all environmental regulations. Neither the Company nor any of its directors, employees or other representatives will be liable for loss or damage arising out of or in connection with the breach of the provisions and requirements of the Town and Country Planning Act 1990 and all regulations or orders made there under.
9.5 Except in the case of death or personal injury caused by the Company's negligence, the Company's liability under or in connection with the supply, design, production of goods shall not exceed the sums paid by the customer under this agreement.
9.6 Neither party shall be liable to the other party in contract, tort, negligence, breach of statutory duty or otherwise for any loss, damage, costs or expenses of any nature whatsoever incurred or suffered by that other party of an indirect or consequential nature including without limitation any economic loss or other loss of turnover, profits, business or goodwill.
9.7 The customer acknowledges the Company's ownership of design applied to goods and the copyright whether registered or not, except where the Company agrees to confine design to a customer of the goods exclusively.
9.8 The Company does not undertake the fitting or installation of any wall lights supplied to the customer. It shall be the customer's sole responsibility at his/her own expense to arrange for the wall lights to be fitted and installed by a suitably qualified electrician. The customer shall be responsible for ensuring compliance with all statutory regulations with regard to the installation and fitting of any wall lights supplied by the Company. Neither the Company nor any of its directors, employees or other representatives will be liable for loss or damage, including loss of profit or other economic consequential damages arising out of or in connection with the installation and fitting of any wall lights supplied by the Company or arising out of or in connection with the breach of any statutory regulations or orders regarding the installation of electrical equipment.

10. Guarantee

The Company guarantees its product, workmanship and materials for 10 years. This does not include damage by excessive conditions or force, nor does it include paint finishes, fabric or parts that would wear under normal use e.g. fire grate basis, seat pads, glass etc nor does it include damage to goods by negligence of the customer. Proof of purchase will be required.

11. Telephone Conversations

From time to time the Company may monitor and record the telephone conversations made and received by our staff in order that we may offer you the highest standard of service.

12. Alteration of Design

The Company reserves the right to alter any design or part of a whole composite design of goods at any time. The Company also reserves the right to withdraw any goods or part of the goods from sale.