7 BRACI

02.2016 **Terms and conditions**

**1. Introduction**

1.1 These are the terms and conditions on which we ("7 Braci Ltd'') supply Goods and/or Services to you ("the Customer"). By ordering the Goods and/or Services you agree to be legally bound by these terms.

1.2 Please read these terms carefully before you submit your order to us. These Conditions tell you who we are, how we will provide Goods and/or the Goods and Services to you. Before confirming your order please read through these Conditions and in particular cancellation and return policy at clause 10 and limitation of liability at clause 8.

1. 3 **Eligibility to purchase from the Website**: To be eligible to purchase the Goods and/or the Goods and Services you must be18 years of age or over.

**2. Definitions:**

**Business Day**: a day other than a Saturday, Sunday or public holiday in England, when banks in London are open for business.

**Conditions**: the terms and conditions set out in this document as amended by Us from time to time.

**Confirmation Notice:** an email from the Supplier confirming that the Order has been accepted and the contract formed.

**Contract**: the contract between the Supplier and the Customer for the sale and purchase of the Goods and/or Services and Services in accordance with these Conditions.

**Customer/You**: the person or firm who purchases the Goods and/or Services from the Supplier.

**Estimation document**: document providing quotation.

**Event Outside Our Control** an event, circumstance or cause (including delays or failures in delivery or performance of our obligations) beyond our reasonable control. **Goods**: the goods (or any part of them) set out in the Order.

**Installation Maintenance Guide:** Supplier's installation and maintenance guide **Order**: the Customer's order for the Goods, as set out the Customer's written acceptance of the Supplier's quotation.

**Services:** installation services

**Supplier/We/Us**: 7 Braci Ltd (registered in England and Wales with company number 10026850 and address 11 High Street, Hampton Wick, Kingston Upon Thames, England, KT1 4DA).

**Warranty Period**: has the meaning given in clause 13**.**

**How to contact us:**Our Postal address: 7 Braci Ltd, The Coachworks, Old Mill Lane, Aylesford ME20 7DT

**3.**

Our Email: *info@7braci.com* Our Telephone number: 0203 637 5306

**4. Basis of contract**

4.1 These Conditions apply to the Contract to the exclusion of any other terms that you may seek to impose or incorporate, or which are implied by law, trade custom, practice or course of dealing.

4.2 The Order constitutes an offer by you to purchase the Goods and/or the Goods and Services in accordance with these Conditions. You are responsible for ensuring that the Goods satisfy your requirements and that the terms of the Order and measurements are complete and accurate.

4.3 Where fine or special tolerances are required in the Goods supplied beyond those generally accepted in the building trade, no liability shall attach to us unless such tolerances are notified in writing to us at the time of the Order and we have confirmed in writing our acceptance.
4.4 All orders are subject to acceptance and availability. If we are unable to supply you with the Goods and/or the Goods and Services due to unavailability of stock, materials, key staff or an Event Outside Our Control or because we have identified a mistake in the description of the Goods and/or the Goods and Services or the price stated, we will notify you. We shall not proceed with the Order and shall refund any sums you have paid.
4.5 Any communication from us will not amount to the acceptance of the Order until we send you a Confirmation Notice, which will be sent after the full payment is received, at which point the Contract shall come into existence.
4.6 If you think that there is an error in the Confirmation Notice or if you wish to make any changes, please contact us to discuss them as soon as possible. If you request a change, we shall advise you if it is possible and if this change impacts the price, delivery or installation dates or any other changes that need to be made as a result of your request. We shall confirm with you that you wish to go ahead with the change.
4.7 Any samples, illustrations or advertising contained on our Website or in any marketing materials are produced for the sole purpose of giving an approximate idea of the Goods referred to in them. They shall not form part of the Contract nor have any contractual force.
4.8 Any quotation for the Goods and/or Services given by us shall not constitute an offer. A quotation shall only be valid for a period of 14 days from its date of issue unless the Estimation Document provides a shorter period of time..

**5. Goods and Services**

5.1 The quantity and description of the Goods are set out in our Estimation Document.
5.2 All samples, drawings, specifications and advertising are issued or published for the sole purpose of giving an approximate idea of the described Goods. They shall not form part of the contract and this is not a sale by sample.
5.3 Each order shall be considered a separate order and we are unable to guarantee that further orders for the same Goods will match the previous order.
5.4 The images of the Goods on our website are for illustrative purposes only. Although we have made every effort to display the colours accurately, we cannot guarantee that a device's display of the colours accurately reflects the colour of the Goods. The Goods you have purchased may vary slightly from those images. Please note that as a natural living product, wood has many variations in grain pattern and colour variance and these cannot be accepted as a reason for exchange or rejection.
5.5 It is your responsibility to ensure that the Goods are compatible with your needs and technical requirements.
5.6 The Goods and the Goods and Services availability is correct at time stated by us, but unless confirmation of an Order is given along with receipt of cleared payment, no guarantee of availability can be given.
5.7 If you order installation, it is your responsibility that the site is prepared in accordance with the Installation Maintenance Guide.

5.8 It is your responsibility to ensure a proper disposal of the packaging and waste after the installation.

**6. Bespoke Products**

6.1 Goods which are customised or have been made to your specification or finished to your requirements/measurements cannot easily be offered for resale, so they are classed as bespoke items. You will not be able to cancel or return bespoke items.

6.2 You must be aware that due to wood variations, we cannot guarantee that the bespoke Goods will match the sample offered/accepted.

**7. Order, Price and Payment**

7.1 The quotations for Goods and Services are valid for a period of 14 days or shorter if so indicated in the Estimation Document.

7.2 We reserve the right to reject any Order without reason.

7.3 The price will be confirmed in an acceptance of the Order.

7.4 We accept payment by debit/credit card or bank transfer.

7.5 By placing an Order you consent to the payment being charged to your account as provided in the Order form.

7.7 Payment for all Goods, materials and Services will be taken in advance.

7.8 All bespoke and personalised Goods and Services must be fully paid before the start of production.

**8. Delivery**

8.1 Before the Payment we shall advise you of the estimated production time and of the estimated delivery time.

8.2 If it transpires during the production process that it shall be longer than originally estimated, we shall notify you.

8.3 If the proposed delivery day is not suitable, you should inform us of that at this time. A change of delivery time may not be possible after that. Depending on the delivery company, they may allow for a delay of one day, but this is not guaranteed.

8.4 The delivery company shall contact you to confirm the time of delivery, which is not of the essence. The risk in the Goods shall pass to you at the point when the delivery company takes possession of the Goods.

8.5 The deliveries are kerbside only. Delivery is completed on the completion of unloading of the Goods. We advise that you should have manpower to bring the Goods into your premises. In certain situations when especially large pieces of wood are ordered, you or your contractors will be responsible for unloading the Goods, we shall advise you of this in advance of delivery.

8.6 It is your responsibility to check the Goods for any faults or damages before accepting the delivery. Any complaints about physical faults of the Goods must be made to us within 1 day from delivery.

8.7 It is your responsibility to ensure that the Goods are kept in suitable environment in compliance with our Installation Maintenance Guide. Failure to do so may invalidate the Goods' Warranty.

8.8 We accept no responsibility for any costs or consequential losses due to delays.

8.9 We shall not be liable for any delay in delivery of the Goods that is caused by an Event Outside Our Control or your failure to provide the adequate delivery instructions or any other instructions that are relevant to the supply of the Goods.

**9. Cancellations and Returns**

9.1 If for any reason you wish to cancel your order please advise us by email or via the cancellation form on the website giving your name and the order reference number. We shall advise you if it is still

possible to cancel your Order.
9.2 If you want to return delivered Goods, provided they are not Bespoke Goods, please advise us in writing within 14 working days from the receipt of the Goods.
9.3 Returned Goods must be in unopened original packaging and in undamaged condition. We will arrange for collection.
9.4 All returns will be subject to a Re-stock charge of 30% of the value of your Order, plus the costs of return delivery.
9.5 The Bespoke Goods, personalised Goods and goods removed from their original packaging cannot be returned.

**10. Complaints and comments**

10.1 If you have a comment, concern or complaint about the Goods please contact us by telephone on 0203 637 5306, by email at info@7braci.com or by post at 7BRACI LTD The Coachworks, Odl Mill Lane, ME207DT Aylesford.
10.2 If the delivered Goods are faulty or damaged, a complaint must reach us within 1 day of delivery.

**11. Limitation of liability**

11.1 Our total liability to you shall not exceed the value of the Order.
11.2 We shall not be liable for the damage incurred during delivery.
11.3 References to liability in this clause 0 include every kind of liability arising under or in connection with these Conditions including liability in contract, tort (including negligence), misrepresentation, restitution or otherwise.
11.4 Nothing in the Contract limits any liability which cannot legally be limited, including liability for: death or personal injury caused by negligence, fraud or fraudulent misrepresentation, breach of the terms implied by section 12 of the Sale of Goods Act 1979, or defective products under the Consumer Protection Act 1987.
11.5 Subject to clause 11.4, the following types of loss are wholly excluded: loss of profits, loss of sales or business, loss of agreements or contracts, loss of anticipated savings, loss of use or corruption of software, data or information, loss of or damage to goodwill, and indirect or consequential loss.

**12 Warranty**

12.4 Our Goods are natural products with individual features. They should be checked before assembly for visible defects or damage. Any complaints after installation will not be accepted.
12.5 We provide a year’s warranty on our Goods provided that they have been kept, maintained and used in accordance with our Installation Maintenance Guide.

**13 Right to make changes**

13.1 We reserve the right to make changes to these Conditions as a result of changes in any relevant laws and regulatory requirements.
13.2 We reserve the right to make changes in how we accept payment from you and to the amount payable by you to the extent of any changes in the VAT included in the price or payable in relation to the price.
13.3 If we make any changes in accordance with clause 14 we shall give you written notice of the changes before supply the Goods or Services or Goods and Services. You can choose to cancel the contract if the change is significant.

**14 Events Outside Our Control**

14.1 We shall not be responsible for an Event Outside Our Control.
14.2 We shall l take all reasonable steps to minimise an impact of an Event Outside Our Control.
14.3 We shall promptly notify you of any Event Outside Our Control which prevents from or delays performing obligations to you, giving details of it and (where possible) the extent and likely duration of any delay. If we can no longer supply the Goods or supply the Goods and Services, we shall refund you your payment.

**15 Our Website**

15.1 We reserve the right to change the domain address of this Website and any services, products, product prices, product specifications and availability at any time.
15.2 Whilst every effort is made to keep information regarding stock availability on the Website up to date, we do not guarantee that this is the case, or that stock will always be available.

**16 Assignment and other dealings.**

16.1 We may at any time assign, transfer, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with all or any of its rights or obligations under the Contract.
16.2 You may not assign, transfer, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any or all of its rights or obligations under the Contract without the prior written consent of the Supplier.

**17 Entire agreement.**

17.1 These Conditions constitute the entire agreement between the parties.
17.2 You acknowledge that you shall not have a claim for innocent or negligent misrepresentation based on any statement in these Conditions.

**18 Variation.**

No variation of these Conditions shall be effective unless we agree it in writing.

**19 Waiver.**

A delay or failure to exercise, or the single or partial exercise of, any right or remedy shall not waive that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy.

**20 Severance.**

If any provision or part-provision of these Conditions is or becomes invalid, illegal or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of the Conditions.

**21 Third party rights.**

These Conditions do not give rise to any rights to any third party.

**22 Governing law and Jursisdiction**

These Conditions shall be governed by and construed in accordance with the law of England and the parties hereby submit to the exclusive jurisdiction of the English courts.