

In the terms below JWS Wardrobes Limited is called "the Company", you are called "the Customer" or "You" or "Your" and the furniture that is the subject of this Agreement is called "the Goods". The price agreed for the supply and installation of the Goods as (stated overleaf or as may be subsequently adjusted by agreement) is called "the Order Value".

1. In the interests of certainty all the terms of the agreement between the Customer and the Company should be contained in this document (including the details overleaf and these terms and conditions), the purchase order/order confirmation, the bespoke plan and specification, any applicable policies (for example, the Company's privacy policy) and (5) any applicable guarantees/product warranty and in the brochures, catalogues and specifications provided to the Customer. Together, these are called "the Agreement". It is important that You take time to read and understand this document before signing overleaf. If there is any term that you do not understand or agree then please discuss with the Company's representative before signing. Certain terms appear in bold because you may be obliged to act in response to them.
2. Notice of your right to cancel this contract. All our Goods are made, supplied and fitted to your specification on a bespoke basis. As such, this contract is exempt from the cancellation provisions set out in the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 pursuant to regulation 28(1)(b). As stated due to the bespoke nature of our work, deposits are non-refundable.
3. Other cancellation rights

Please note that with the exception of the cancellation rights set out in section 2 above You will not be entitled to cancel this Agreement (other than in accordance with these terms and conditions, relevant consumer legislation or unless the Company is in serious breach of contract) without being liable to pay the Company such compensation as it is entitled to by law including the costs of services and materials provided up to the date of cancellation.

Please also note that the Company reserves the right to set off any deposit taken against such liability. As a consumer, you have legal rights in relation to Goods that are faulty or not as described. We are under a legal duty to supply Goods that are in conformity with this contract. Advice about your legal rights is available from your local Citizens' Advice Bureau or Trading Standards office. Nothing in these Terms will affect these legal rights.
4. The Company enters into the Agreement on the assumption that Your premises are free from damp, dry rot, infestation or collapse and are otherwise structurally suitable to accept the installation of the Goods, and that the necessary services are readily accessible. If You know or have reasonable cause to suspect that not to be the case then You must tell us prior to signing this contract. Failure to do so may lead to termination of this Agreement and you may incur some liability for our reasonable costs in accordance with clause 6 of these terms and conditions in the event that the installation is not possible or impractical due to circumstances reasonably within your knowledge.
5. The Company does all it reasonably can to ensure that the Order Value is accurately stated but You understand that a Room is a bespoke made to measure product and that Your premises must be suitable to accept installation of the Goods.
6. If it becomes apparent that the installation has been under-priced due to (i) a technical reason beyond the reasonable expectation of the agent, (ii) an inadvertent error in information provided by the Customer to the Company with regard to the premises or (iii) an error in the calculation, then the Company will inform the Customer, providing a full written explanation including a detailed price variation proposal and both parties will attempt to agree a revised Order Value for the installation. In the event that a revised Order Value cannot be agreed then either party is entitled to terminate this Agreement whereupon any deposits paid by the Customer will not be refunded.
7. If at any time up until completion of the installation, it becomes apparent that the installation is for any structural or technical reason, impractical, then the Company will inform the Customer, providing a full written explanation and wherever reasonably possible a detailed specification and price variation proposal and both parties will attempt to agree the same. In the event that either cannot be agreed, or in the event that the installation is in fact not possible, then either party is entitled to terminate this Agreement whereupon any monies paid by the Customer will be refunded subject to a deduction for the reasonable costs of materials and services provided by the Company up to the point of termination. Liability for compensation from one party to the other in such circumstances shall only arise where the facts giving rise to termination were or should have been reasonably within the knowledge or contemplation of that party at the time of entering into this Agreement.
8. The Company will not be responsible for any delay caused to the installation works due to the discovery of asbestos insulation board or asbestos coating during the installation, the late discovery of which was not caused by the negligence or neglect of the Company. Where asbestos is discovered, the installation works will be suspended until it has been safely removed and appropriate certification of safe removal has been obtained. The Customer will be liable for any and all costs associated with such removal. The Company may obtain quotes for such work on behalf of the customer should the customer require it.
9. The Company may make minor modifications to the specifications for practical purposes provided that such modifications do not materially affect the appearance/quality or standard of the Goods or design of the Room as discussed with our Sales Representative and the agreed drawing/s.
10. If for any reason beyond the Company's reasonable control, the Company is unable to supply a particular item of furniture within a reasonable period of time the Company will notify the Customer, and with the agreement of the Customer may replace it with an item of equal or superior standard, appearance and value, or be provided with a refund in respect of the relevant element of the specification.
11. The Company will do all that it reasonably can to meet the date given for delivery and/or installation. However, in the case of circumstances beyond the reasonable control of the Company, such as delays by third parties in the supply to the Company of bespoke products, the Company may not be able to do so and it may sometimes be necessary for us to reschedule or cancel appointments as a result of such circumstances beyond our reasonable control. In such circumstances the Company will contact the Customer and agree an alternative date. However, the Company shall not be liable to the Customer for any losses caused by such delay.
12. The Customer will also do all that they reasonably can to enable delivery and/or installation to take place on the given date. All associated works in relation to the job needs to take place in the room to be fitted/installed due to Health and Safety requirements (i.e. up and down stairs, trip hazards, inclement weather and electrical tools). In the case of unforeseen circumstances beyond the reasonable control of the Customer, the Customer may not be able to do so. In such circumstances the Customer will contact the Company as soon as is reasonably practicable and agree an alternative date. However, the Company shall not be liable for any losses caused by the delay.
13. The Company will ensure that the quality of the Goods supplied conform to the description agreed in your order and are of a standard and also that the Goods will be installed in the Customer's home to a satisfactory standard using reasonable care and skill. However, the Company cannot take responsibility for any failure on the part of the Customer to take reasonable care of the Goods, including any failure to clean and maintain in accordance with any manufacturer's recommendations.
14. In addition to the Customers statutory rights, your JWS room or home office furniture will be guaranteed for 3 years, which will come into effect on full payment of the Order Value and once the installation is complete. Please note that the guarantee does not cover any claims arising out of neglect, accidental damage or general wear and tear. Hinge adjustments, are only covered for 12 months from installation
15. (a) If we fail to comply with these terms, we are responsible for loss or damage you suffer that is a foreseeable result of our breach of this Agreement or our negligence, but we are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if it is an obvious consequence of our breach or if it was contemplated by you and us at the time we entered into this Agreement. You agree to use the Goods solely for domestic and/or private use, and we have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.

We do not exclude or limit. In any way our liability for

- i. Death or personal injury caused by our negligence or the negligence of our employees
- ii. Fraud or fraudulent misrepresentation
- iii. Breach of the terms implied

16. It is acknowledged by the Customer that the colour of natural wood products may fade or discolour over time due to natural processes and the Company accepts no responsibility for such occurrence.
17. The materials manufacturers use are often combined and are matched to the best products on the market. JWS accepts no responsibility for any colour differences.

18. Expected tolerance of minor blemishes/scratches/defects is at a distance of 1.5 metres.
19. The Customer agrees to give reasonable access to the premises this includes when entering the property, they are not allowed to remove footwear due to Health and Safety Risk Assessments for the purposes of delivery and/or installation or subsequent visits that may be necessary for completion of the installation and/or in relation to works required pursuant to any guarantee.
20. The Installer/Fitter of goods will leave the premises in a clean and tidy condition. You are advised to leave all dust to settle for 24 hours then wipe with a damp cloth to remove any excess dust settlement taking care not to mark any surface. The Company will not be responsible for any scratches caused due to customer negligence.
21. The Customer understands and accepts that, despite all reasonable care being taken by the Company, the installation may cause minor damage to decoration and in some cases furnishings such as bannisters/handrails. Redecoration of the room or area in which the goods have been conveyed from the entrance to the property to the room to be installed and following completion of the installation will be the Customer's responsibility and is not included in the price unless specifically set out otherwise overleaf. For the avoidance of doubt, this does not exclude the Company's responsibility for damage which is beyond what is reasonably commensurate with the fitting of the room in the usual way (for example, damage to other areas of the premises where the goods are not been fitted) or which has been caused by the negligence of the Company or its employees.
 - i. If the property is undergoing renovation/building work, the Company will not take responsibility for damage towards goods been stored or fitted.
 - ii. If other trades are to follow after fitting, damage reported after JWS has fitted furniture then we cannot accept responsibility for cosmetic damage to fitted furniture.
 - iii. We advise that any decorating in the room is carried out once we have fitted the furniture so as to avoid any damage to newly painted walls etc.
 - iv. JWS will supply their own decorator if the need does arise
22. The Customer agrees that there will be an available supply of electricity on the premises for the purpose of carrying out the installation and such services will be supplied at no cost to the Company.
23. The Customer acknowledges the inevitability of some disruption in the use of the room while the Goods are being installed and whilst the Company cannot be liable for the same, reasonable steps to minimise such disruption will be taken.

We would also ask for the room to be as clear as possible from anything that may be damaged, i.e. bed frame, TV, large light shade etc. The Company will not be responsible for damage to any items left in the room.
24. Upon delivery of the Goods to the Customer, the risk of any loss or damage transfers to the Customer because they will be in the Customers possession and control. However actual ownership of the Goods will only transfer to the Customer on full payment of the Order Value and, until such time, the Customer shall keep the Goods in good repair, condition and properly protected. The customer cannot benefit from any warranty or guarantee made in respect of them until payment of the Order Value is made.
25. Installation of a bespoke product within a consumer's home can occasionally require follow up visits by us in order to resolve any snagging issues. The order will not be considered complete by the Company, and the Guarantee period will not commence until such snagging work has been done. Should this situation arise then the remaining balance should be paid less the sum of £200 until all snagging work has been resolved, then the remaining £200 should be paid upon completion.
26. All mirrors and lacquered (coated) glass is manufactured to and complies with British Standards BS EN 1036-7:2007. All of our products are manufactured to a high quality. As such you should not be able to see any surface defects under normal lighting conditions from a distance of one metre away. Our products are colour tested in a range of lighting conditions. Please note that individual domestic lighting scenarios can cause variances in how the products may look.
27. The Company may be prepared to agree to certain changes to the original terms of this Agreement, but this will be on the understanding that it does not infringe the Company's full rights under the Agreement. If any changes are required and agreed the Customer should ask the Company to put them in writing in order to avoid any uncertainty between the parties.
28. Personal data provided by the Customer will be held by the Company in accordance with the provisions of the General Data Protection Regulations (GDPR) and other data protection legislation. This represents a condensed version of how we may use your personal data. For full details, please see our Privacy Policy which is available on our website.
29. You are required to pay a minimum deposit when placing your order comprising 40% of the total price if it is under £4000 or 50% of the total price if it is over £4000. The deposit amount can be changed at the discretion of the company. We do have a finance option with our lender partner, Ideal Finance.
30. The Company and the Customer agree that these terms shall be governed by and construed in accordance with the laws of England and Wales, or Scotland if you reside there.
31. VAT is chargeable in accordance with current legislation which may lead to a VAT rate being charged which is different to that quoted in the original order. We reserve the right to be able to vary the Order Value to account for these changes.