



Little Coldharbour Lane
Tong Lane
Lamberhurst
Tunbridge Wells
Kent TN3 8AD

Standard Terms and Conditions of Business

1. Definitions and Interpretation

- **The Company:** Refers to **Phase One Joinery**.
- **The Customer:** Refers to any private domestic individual or commercial entity purchasing goods or services.
- **Goods:** Refers to all timber products, e.g. doors, windows, stairs, furniture, as well as glass, ironmongery and components supplied (please note this list is not exhaustive).
- **Services:** Refers to site surveys, design, manufacturing, delivery, or installation work.
- **Written/In Writing:** Refers to email only, sent to Phase One Joinery.

2. Estimates and Orders

- **Validity:** All estimates are valid for **10 days** from the date of issue.
- **Acceptance:** Orders are accepted and a contract is formed only upon written acceptance of the estimate provided and payment of the required deposit.
- **Bespoke Nature:** Because items are custom-made, orders cannot be cancelled once manufacturing begins without paying for accrued material and labour costs.

3. Price and Payment Terms

- **Deposits:** A non-refundable deposit is required before materials are ordered or work commences. Please note that deposit value will vary depending on the size of the project and this will be discussed with the Customer.
- **Stage Payments:** For larger projects, stage payments will be outlined in the initial estimate.
- **Final Balance:** The final balance must be paid on completion of the project or delivery.
- **Late Payment:** The Company reserves the right to charge interest on overdue invoices in line with [UK Late Payment Legislation](#).

4. Changes and Variations Mid-Project

- **Written Request:** Any request by the Customer for structural, material, design, or dimensional changes must be made in writing as soon as possible.
- **Feasibility:** The Company will assess the request and is under no obligation to accept changes once manufacturing has commenced.
- **Price Adjustments:** If the variation is accepted, the Company will issue a revised price. This will include extra material costs, additional labour, and any wastage fees.
- **Approval:** Work on the varied elements will not proceed until the Customer approves the additional cost via email to the Company and pays any requested top-up deposit.
- **Timeline Extensions:** Any accepted variations will automatically adjust the estimated delivery or installation timeline. The Company is not liable for associated project delays.



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5. Supply-Only Orders

- **Customer Measurements:** For supply-only contracts, the Customer is solely responsible for providing accurate dimensions in writing. The Company accepts no liability for goods made to incorrect sizes provided by the Customer.
- **Inspection:** The Customer must fully inspect supply-only Goods upon delivery or collection. Any structural defects or damage must be reported in writing within **24 hours** and before any installation work begins.
- **Installation Liability:** The Company accepts no responsibility for issues arising from faulty or improper installation carried out by the Customer or their third-party contractors.

6. Supply and Fit Orders

- **Site Preparation:** For fit services, the Customer must ensure the site is clean, safe, and clear of obstructions prior to installation.
- **Utilities:** The Customer must provide free access to basic site utilities, including mains electricity, water and sanitation facilities.
- **Permissions:** It is the Customer's sole responsibility to obtain any necessary planning permissions or building regulations.
- **Property Protection:** While the Company takes reasonable steps to protect surfaces, we are not liable for minor, unavoidable cosmetic damage to plasterwork, wallpaper, or tiles surrounding the installation area. The Company must be notified of any existing defects to surfaces prior to work starting.

7. Delivery and Installation Schedules

- **Estimated Timelines:** Any stated delivery or installation dates are **estimates only**. Time shall not be of the essence.
- **Delays:** The Company is not liable for project delays caused by material shortages, severe weather, independent trade delays or delays by the Customer. Variations in delivery or installation times must be provided to the Company in writing with a minimum of 48 hours' notice.

8. Retention of Title and Risk

- **Transfer of Risk:** Risk of damage or loss passes to the Customer immediately upon delivery or collection.
- **Ownership of Goods:** Legal ownership remains entirely with the Company until all outstanding invoices are paid in full.



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9. Natural Wood Variations and Care

- **Natural Materials:** Timber is a natural product. Variations in colour, grain pattern, knots, and texture are inherent features and do not constitute defects.
- **Movement:** Wood naturally expands and contracts. The Company is not liable for warping, swelling, or shrinking caused by central heating, moisture ingress, or lack of climate control.
- **Protective Coatings:** External joinery must be fully treated, primed, painted, or sealed with appropriate products within **48 hours** of delivery or installation. Failure to do so voids any structural guarantees.

10. Warranties and Defect Reporting

- **Workmanship Guarantee:** The Company guarantees its manufacturing and installation workmanship for a period of **12 months** from completion.
- **Reporting Window:** Visible defects or transit damage must be reported in writing to the Company within **48 hours** of delivery.
- **Glass Defects:** For details on acceptable and unacceptable glass defects, please refer to guidance from the Glass and Glazing Federation ([Glass and Glazing Federation](#)).
- **Exclusions:** Guarantees exclude structural wear and tear, accidental damage, customer misuse, or unapproved alterations.

11. Alternative Dispute Resolution (ADR)

- **First Instance:** If a dispute arises, both parties agree to attempt to resolve the issue in good faith through direct discussion.
- **Mediation:** If unresolved within 14 days, the parties will submit the dispute to an independent, neutral mediator before resorting to court proceedings.
- **Shared Costs:** The fees and expenses of the mediator shall be shared equally by both parties.

12. Limitation of Liability

- **Liability Cap:** The Company's total financial liability to the Customer shall not exceed the total price paid for the Goods and Services.
- **Consequential Loss:** The Company shall not be liable for any indirect or consequential losses, including but not limited to loss of profit, loss of business, or alternative accommodation costs.

13. Governing Law

- This contract is governed by and construed in accordance with the laws of England.



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Schedule A: Specific Domestic Consumer Terms

These terms apply only if you are purchasing goods/services as an individual consumer for domestic use.

- **Bespoke Exclusion:** Under the [Consumer Contracts Regulations](#), items made to the Customer's personal specifications, that cannot be easily resold, are exempt from the standard 14-day cancellation rights.
- **Manufacturing:** Manufacturing will not commence until the Company receives written acceptance of the estimate provided and payment of the required deposit.
- **Consumer Rights:** Nothing in these terms affects your statutory rights under the Consumer Rights Act 2015 regarding goods that are faulty or not as described.

Schedule B: Specific Commercial Trade Terms

These terms apply only if you are purchasing goods/services for business, trade, or commercial use.

- **Late Payment Legislation:** Late payments will attract statutory interest and compensation under the Late Payment of Commercial Debts (Interest) Act 1998.
- **Right of Entry:** If payments are breached, the Company reserves the legal right to enter your commercial premises to reclaim and dismantle unpaid joinery products.
- **Set-Off:** The Customer shall pay all invoices in full without any deduction, set-off, counterclaim, or withholding unless required by law.
- **Liquidated Damages:** The Company does not accept liability for any liquidated damages or main-contractor delay penalties unless explicitly agreed upon in writing before the contract begins.