

**Terms and conditions of  
MUMFORD & WOOD LIMITED**

**Your attention in particular is drawn to clauses 5, 6, 9, 10 and 11**

**1. These terms**

- 1.1 What these terms cover. These are the terms and conditions on which we supply our goods and services to you.
- 1.2 Why you should read them. Please read these terms carefully. These terms tell you who we are, how we will provide goods and services to you, how you and we may change or end the contract, what to do if there is a problem and other important information. If you would like to discuss these terms with us, please contact us.
- 1.3 In these terms, "Manufacturing Confirmation Document" means the document provided by us to you titled "Manufacturing Confirmation".

**2. Information about us and how to contact us**

- 2.1 Who we are. We are Mumford & Wood Limited a company registered in England and Wales. Our company registration number is 00698976 and our registered office is at Tower Business Park, Kelvedon Road, Tiptree, Essex, CO5 0LX. Our registered VAT number is 927 5580 94.
- 2.2 How to contact us. You can contact us by telephoning us on 01621 818155 or by writing to us at [customerservices@mumfordwood.com](mailto:customerservices@mumfordwood.com) or Mumford & Wood, Tower Business Park, Kelvedon Road, Tiptree, Essex CO5 0LX.
- 2.3 How we may contact you. If we have to contact you we will do so by telephone or by writing to you at the email address or postal address you provided to us.
- 2.4 "Writing" includes emails. When we use the words "writing" or "written" in these terms, this includes emails.

**3. Our contract with you**

- 3.1 How we will accept your order for our goods and/or services. Our acceptance of your order for our goods and/or services will take place when you sign the applicable Manufacturing Confirmation Document(s) or we email you to accept it or we accept in writing a purchase order, at which point a contract will come into existence between you and us. The contract consists of these terms and conditions and any Manufacturing Confirmation Document(s) issued by us and signed by you.
- 3.2 If we cannot accept your order for our goods and/or services. If we are unable to accept your order for our goods and/or services, we will inform you of this and will not charge you for any good and/or service. This might be because of unexpected limits on our resources which we could not reasonably plan for, because we have identified an error in the price or description of our goods and/or services or because we are unable to meet any deadlines you have specified. We will not be liable for any losses, costs, damages and expenses arising out of or connected to our decision to not accept your order.
- 3.3 Details, information and/or specifications in our brochures and price lists are intended as a guide only and to give a general approximation of the goods and services only. They should not be relied upon by you unless we confirm to you in writing that you may rely on all or any part of the details, information and/or specifications in our brochures and/or price lists.

3.4 The images on our website are for illustrative purposes only and should not be relied upon by you.

#### **4. Your and our rights to make changes**

4.1 If you wish to make a change to the order for goods and/or services you have made please contact us. We will let you know if the change is possible. If it is possible we will let you know about any changes to the price of the goods and/or services, the timing of supply or anything else which would be necessary as a result of your requested change and ask you to confirm whether you wish to go ahead with the change.

4.2 Minor changes to the goods and/or services. We may change the goods and/or services to reflect changes in relevant laws, changes in applicable health and safety requirements, changes in manufacturing requirements (provided that the changes do not have a material adverse effect on the quality or performance of the goods and/or services) and/or minor technical changes to the goods and/or service which are deviations from any specification to improve the goods and/or services.

#### **5. Providing the goods and services and your responsibilities**

5.1 The quantity, quality, description and/or specification of the goods and/or the services is set out in the Manufacturing Confirmation Document(s), unless we otherwise agree in writing.

5.2 You are responsible for checking and satisfying yourself that all quantities, qualities, descriptions and/or specifications of the goods and/or the services set out in the applicable Manufacturing Confirmation Document(s) are accurate and adequate for your purposes.

5.3 You are responsible at your own expense for any removal, alteration and/or replacement of any fixtures and fittings or other items that are required by us in order to install or provide the goods and/or supply the services. Any assistance given to you by us in moving objects or items will be on a goodwill basis and is at your risk. As such, we exclude any liability relating to or arising out of providing that assistance. We will leave your property or any site in a clean and tidy state.

5.4 We are not able to reposition telephone or burglar alarm fittings or any other electrical connections, aerials, gas or water installations. It is your obligation to do such things should this be required for us to provide or install the goods or provide the services. If for whatever reason you do not comply with your obligations to do or organise those things to be done under this clause 5.4 we will postpone or suspend the supply of the goods and/or services until you have done so. We will charge you for goods and/or services provided to the time of postponement or suspension. This will include a charge for wasted costs relating to the individuals who have attended your property but are unable to provide or install the goods or provide the services, and who could of attended another job had you complied with this clause 5.4 prior to their attendance. The charge will be at the rate of £500 plus VAT per person at the property per day (or pro rata for time equal to less than a day). We exclude liability arising from or connected to any delay in carrying out the installation of goods, in providing any goods or providing services as a result of your failure to comply with this clause 5.4.

5.5 We do not tolerate abuse of our staff. If abuse occurs, whether verbal or physical, we will cancel the contract between you and us. In the event that this occurs, you must immediately pay us for all goods and services we have provided to you, manufactured and/or are in the process of manufacturing and for any goods we subsequently deliver to you for installation by others and you agree to make such payments.

5.6 You are responsible for ensuring that your property is structurally sound, in good condition and free from material defects. We exclude any liability relating to or arising out of your property being structurally unsound, in poor condition and/or containing material defects.

- 5.7 At your expense you will:
- 5.7.1 comply with our reasonable requests relating to the supply of the goods and/or the services;
  - 5.7.2 provide such electricity, gas, water and other necessary facilities to enable us to complete the installation of goods and the provision of any services;
  - 5.7.3 provide our employees, agents, contractors and representatives with access as reasonably required to your property to provide the goods and/or services and for the purposes of using washing and toilet facilities at your property;
  - 5.7.4 prepare and maintain your property for the delivery of the goods and the supply of the services (including identifying, monitoring, removing and disposing of any hazardous materials from your property in accordance with all applicable laws) and inform us of any such actions that you have carried out;
  - 5.7.5 inform us of all health and safety rules and regulations and any other reasonable security requirements that apply at your property; and
  - 5.7.6 obtain and maintain all necessary licences and consents required for us to provide the goods and services, including but not limited to planning permissions, listed building consent, building regulations consent, and comply with all relevant laws, licenses and consents.
- 5.8 If at your written request we manufacture and/or supply the goods and services prior to you obtaining any of the licences or consents referred to in clause 5.7, you will have to pay the price for the goods and/or services even if any licences or consents are not granted.
- 5.9 You will allow us to use any skips, ladders, scaffolding, vehicles or other equipment at your property needed for us to comply with and complete our obligations under the contract between you and us.
- 5.10 In the event of access being required to neighbouring land it will be your responsibility to ensure that access is granted. We shall not be liable for any delays arising out of or relating to your inability to gain access to neighbouring land. If there is a delay caused by your failure to ensure access to neighbouring land, clause 6.2 will apply.
- 5.11 Where specifications and/or drawings for the goods and/or services are supplied by you, you accept by entering into the contract with us that you are solely responsible for their accuracy and we will not be responsible nor liable for any errors, inconsistencies or deficiencies contained in any such specifications and/or drawings. You agree to pay to us an amount equal to all losses we sustain or suffer connected to or arising out of our use of the specifications, details, information and/or drawings that you provide to us that contain errors, inconsistencies or deficiencies.
- 5.12 When we will provide the goods and/or services. We will provide the goods and begin the services on the date agreed with you during the order process. The estimated completion date for the services is as told to you during the order process. The estimated delivery date for the goods is as told to you during the order process. If you do not make timely payment of any deposit that relates to the goods, you confirm that you understand that this will cause the estimated delivery date to be changed to a later date.

- 5.13 We are not responsible for delays outside our control. If our supply of the goods and/or services is delayed by an event outside our control, then we will contact you to let you know and we will take steps to minimise the effect of the delay. Provided we do this we will not be liable for delays caused by the event, but if there is a risk of substantial delay you may contact us to end the contract and receive a refund for any goods and/or services you have paid for but not received.
- 5.14 If you do not allow us access to provide goods and/or services. If you do not allow us access to your property to provide the goods and/or perform the services as arranged (and you do not have a good reason for this) we may charge you additional costs incurred by us as a result and clause 6.2 will apply. If, despite our reasonable efforts, we are unable to contact you or re-arrange access to your property we may end the contract and clause 9.2 will apply.
- 5.15 What will happen if you do not give required information to us. We may need certain information from you so that we can supply the goods and/or services to you. If so, we will contact you to ask for this information. If you do not give us this information within a reasonable time of us asking for it, or if you give us incomplete or incorrect information, we may either end the contract (and clause 9.2 will apply) or make an additional charge of a reasonable sum to compensate us for any extra work that is required as a result and clause 6.2 will apply. We will not be responsible for supplying the goods and/or services late or not supplying any part of them if this is caused by you not giving us the information we need within a reasonable time of us asking for it.
- 5.16 Reasons we may suspend or delay (other than for reasons outside of our control) the supply of goods and/or services to you. We may have to suspend or delay (other than for reasons outside of our control) the supply of goods and/or services to:
- 5.16.1 deal with technical problems or make minor technical changes;
  - 5.16.2 deal with problems and/or delays at a site or property other than your site or property;
  - 5.16.3 change the way we provide the goods and/or services to reflect changes in relevant laws and regulatory requirements;
  - 5.16.4 make changes to the goods and/or services as requested by you or notified by us to you (see clause 4).
- 5.17 Your rights if we suspend the supply of goods and/or services. We will contact you in advance to tell you we will be suspending supply of the goods and/or services, unless the problem is urgent or an emergency.
- 5.18 We may also suspend supply of the goods and/or services if you do not pay. If you do not pay us for the goods and/or services when you are supposed to (see clause 6.6) and you still do not make payment within 14 days of us reminding you that payment is due, we may suspend supply of the goods and/or services until you have paid us the outstanding amounts. We will contact you to tell you we are suspending supply of the goods and/or services. As well as suspending the goods and/or services we can also charge you interest on your overdue payments (see clause 6.7).
- 5.19 When you own goods. You own a product which is goods once we have received payment in full.
- 5.20 If you refuse to take delivery or to receive the goods, then we will charge a fee for storing the goods of up to 1.5% of the net value of the goods for each week the goods are stored by us until the contract between us is brought to an end in accordance with these terms and conditions.

## **6. Price and payment**

- 6.1 Where to find the price for the goods and services. The price of the goods and services (which includes VAT) will be the price for the goods and services stated on the Manufacturing Confirmation Document(s) issued to you.
- 6.2 If the supply of goods and/or services is interrupted or delayed by you, we will charge you at a rate of £500 plus VAT per day (or pro rata for any time less than a day) to reflect the additional time spent in providing the goods and/or services which we were unable to factor into the price at the time the Manufacturing Confirmation Document(s) were produced.
- 6.3 If the supply of goods and/or services is interrupted or delayed by you for more than three months after the contract between you and us is first formed, for whatever reason, we or you may terminate the contract and we will charge you for the goods and/or services provided to the date of termination. If the contract is not terminated, we reserve the right to adjust the price of the goods and services to take into account any change in material and/or labour costs.
- 6.4 If any structural problems with your property are discovered at the time of installation of the goods which were not nor could reasonably have been found prior to installation, we may increase the price of the goods and/or services to cover any additional work required as a result. We will notify you of the increase by giving notice in writing. The notice will include an explanation of the need for the increase in the price. If we give you notice increasing the price under this clause you have the right to cancel our contract but you will pay us for any services already performed and any goods that have already been installed or manufactured in readiness for installation and you will be obliged to take delivery of those goods. We will be entitled to retain the deposit by way of payment or part-payment as the case may be of any amount due from you to us.
- 6.5 We will pass on changes in the rate of VAT. If the rate of VAT changes between your order date and the date we supply the goods and/or services, we will adjust the rate of VAT that you pay, unless you have already paid for the goods and/or services in full before the change in the rate of VAT takes effect.
- 6.6 When you must pay and how you must pay. We accept payment by BACS, credit card or debit card. We will also accept cheque, although would ask you to pay by BACS, credit card or debit card if possible. We do not accept any other means of payment. Other details relating to when and how you must pay are contained in the Manufacturing Confirmation Document(s) issued to you.
- 6.7 We can charge interest if you pay late. If you do not make any payment to us by the due date we may charge interest to you on the overdue amount at the rate of 2% a year above the base lending rate of Barclays Bank Plc from time to time. This interest shall accrue on a daily basis from the due date until the date of actual payment of the overdue amount, whether before or after judgment. You must pay us interest together with any overdue amount.

## **7. Your rights to end the contract**

- 7.1 Ending the contract because of something we have done or are going to do. If you are ending a contract for a reason set out at 7.1.1 to 7.1.3 below the contract will end immediately and we will refund you in full for any goods and/or services which have not been provided. The reasons are:
- 7.1.1 we have told you about an upcoming change to the goods and/or services or these terms which you do not agree to;

7.1.2 there is a risk that supply of the goods and/or services may be significantly delayed because of events outside our control; or

7.1.3 you have a legal right to end the contract because of something we have done wrong.

## **8. How to end the contract with us**

8.1 Tell us you want to end the contract. To end the contract with us, please let us know by writing to or emailing us using the details above. Please provide your name, home address, details of the order and, where available, your phone number and email address.

8.2 How we will refund you. If you are entitled to a refund under these terms we will refund you the price you paid for the goods and/or services by the method you used for payment. However, we may make deductions from the price, as described below.

8.3 When your refund will be made. We will make any refunds due to you as soon as reasonably practicable.

## **9. Our rights to end the contract**

9.1 We may end the contract if you break it. We may end the contract between us at any time by writing to you if:

9.1.1 you do not make any payment to us when it is due and you still do not make payment within 14 days of us reminding you that payment is due;

9.1.2 you do not, within a reasonable time of us asking for it, provide us with information that is necessary for us to provide the goods and/or services; or

9.1.3 you do not, within a reasonable time, allow us access to your premises or obtain the consent of your neighbours for us to access their premises to supply the goods and/or services.

9.2 You must compensate us if you break the contract. If we end the contract in the situations set out in clause 9.1 we will refund any money you have paid in advance for goods and/or services we have not provided but we may deduct or charge you reasonable compensation.

9.3 If there are structural problems with your property that make the manufacture or satisfactory installation of the goods materially more difficult or more costly than we could reasonably have anticipated at the time the contract between you and us was formed, we will inform you of such structural problems as soon as reasonably practicable. In such circumstances we may cancel the contract or increase the price by giving you notice in writing of the additional cost. If we give you notice of an increase in price, you have the right to cancel the contract within 7 days of receipt of the notice.

9.4 If you cancel the contract between us in accordance with clause 9.3, any deposit you have paid to us will be returned to you, less a deduction for our reasonable costs incurred up to the date of cancellation. This will be up to 5% of the price of the goods or £500, whichever is greater. If we cancel the contract in accordance with clause 9.3, we will return any deposit in full, less a deduction for our reasonable costs incurred up to the date of cancellation.

## **10. Your rights in respect of defective goods and/or services**

10.1 If you are a consumer we are under a legal duty to supply goods and/or services that are in conformity with this contract. See the box below for a summary of your key legal rights in relation to the goods and/or services. Nothing in these terms will affect your legal rights.

#### Summary of your key legal rights

This is a summary of your key legal rights. These are subject to certain exceptions. For detailed information please visit the Citizens Advice website [www.adviceguide.org.uk](http://www.adviceguide.org.uk) or call 03454 04 05 06.

If your product is goods, the Consumer Rights Act 2015 says goods must be as described, fit for purpose and of satisfactory quality. During the expected lifespan of your product your legal rights entitle you to the following:

- a) Up to 30 days: if your goods are faulty, then you can get an immediate refund.
- b) Up to six months: if your goods can't be repaired or replaced, then you're entitled to a full refund, in most cases.
- c) Up to six years: if your goods do not last a reasonable length of time you may be entitled to some money back.

If your services is services, the Consumer Rights Act 2015 says:

- a) You can ask us to repeat or fix a service if it's not carried out with reasonable care and skill, or get some money back if we can't fix it.
- b) If you haven't agreed a price beforehand, what you're asked to pay must be reasonable.
- c) If you haven't agreed a time beforehand, it must be carried out within a reasonable time.

See also clause 7.1.

## **11. Our responsibility for loss or damage suffered by you**

- 11.1 If we fail to comply with these terms, we are responsible for loss or damage you suffer that is a foreseeable result of our breaking this contract or our failing to use reasonable care and skill, but we are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if either it is obvious that it will happen or if, at the time the contract was made, both we and you knew it might happen, for example, if you discussed it with us during the sales process.
- 11.2 We do not exclude or limit in any way our liability to you where it would be unlawful to do so. This includes liability for death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors; for fraud or fraudulent misrepresentation or for breach of your legal rights in relation to the goods and/or services;
- 11.3 When we are liable for damage to your property. If we are providing goods and/or services on your property, we will make good any damage to your property caused by us while doing so. However, we are not responsible for the cost of repairing any pre-existing faults or damage to your property that we discover while providing the goods and services, including the right to receive products which are: as described and match information we provided to you and any sample or model seen or examined by you; of satisfactory quality; fit for any particular purpose made known to us; supplied with reasonable skill and care and, where installed by us, correctly installed; and for defective products under the Consumer Protection Act 1987.
- 11.4 Without taking away any rights or remedies from us granted and provided by clause 5.6, we are not responsible for and will have no liability for any errors in any specification or Manufacturing Confirmation Document(s) that are a result of incorrect, insufficient or erroneous information supplied by you.

## **12. Other important terms**

- 12.1 We will take pictures of the goods we have provided and/or the outcome from the provision of our services for marketing purposes. These pictures may be taken at your premises. Unless you tell us in writing otherwise, you agree by entering into the Contract with us that we may contact you for marketing purposes and use the pictures we take for marketing purposes.
- 12.2 How to tell us about problems. If you have any questions or complaints about the goods and/or services, please contact us. You can contact us using the details above.

- 12.3 How we will use your personal information. We will only use your personal information as set out in our <http://www.mumfordwood.com/Policies/our-privacy-policy.html>.
- 12.4 We may transfer this agreement to someone else. We may transfer our rights and obligations under these terms to another organisation.
- 12.5 You may only transfer your rights or your obligations under these terms to another person if we agree to this in writing.
- 12.6 Nobody else has any rights under this contract. This contract is between you and us. No other person shall have any rights to enforce any of its terms.
- 12.7 If a court finds part of this contract illegal, the rest will continue in force. Each of the paragraphs of these terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.
- 12.8 Even if we delay in enforcing this contract, we can still enforce it later. If we do not insist immediately that you do anything you are required to do under these terms, or if we delay in taking steps against you in respect of your breaking this contract, that will not mean that you do not have to do those things and it will not prevent us taking steps against you at a later date. For example, if you miss a payment and we do not chase you but we continue to provide the goods and/or services, we can still require you to make the payment at a later date.
- 12.9 Which laws apply to this contract and where you may bring legal proceedings if you are a consumer. These terms are governed by English law and you can bring legal proceedings in respect of the goods and/or services in the English courts. If you live in Scotland you can bring legal proceedings in respect of the goods and/or services in either the Scottish or the English courts. If you live in Northern Ireland you can bring legal proceedings in respect of the goods and/or services in either the Northern Irish or the English courts.
- 12.10 Alternative dispute resolution if you are a consumer. Alternative dispute resolution is a process where an independent body considers the facts of a dispute and seeks to resolve it, without you having to go to court. If you are a consumer and are not happy with how we have handled any complaint, you may want to contact an alternative dispute resolution provider.