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 **TERMS AND CONDITIONS**

1. **GENERAL**
	1. Any contract between N-spire Home Works Ltd and any of its customers for the supply and/or services shall automatically incorporate these conditions which shall prevail over any other terms and conditions attached to the Customer’s order.
	2. The waiver of any conditions herein at any time by the Customer shall not be effective unless it is specifically agreed in writing by N-spire Home Works Ltd and shall constitute a waiver for the purpose of that particular transaction only and all other conditions herein shall remain in full force and effect.
	3. Any contract between N-spire Home Works Ltd and the Customer shall only arise on the written acceptance by N-spire Home Works Ltd of the Customer’s order.
2. **PRICE AND PAYMENT**
	1. The price for the Goods/service (“the Price”) shall be the price as stated on the quotation provided by N-spire Home Works Ltd, or such other price as the parties may agree in writing or orally.
	2. For an “installation” i.e. where items are installed or work is carried out at the Customer’s property, payment of the Price shall be made by the Customer within 14 days of the date of the invoice.
	3. N-spire Home Works Ltd understands and will exercise its statutory right to claim interest and compensation for debt recovery costs under the late payment legislation if we are not paid according to agreed credit terms.
	4. The company may ask for deposit payments where a large purchase has been made for items on behalf of the customer, this will be up to the full cost of the item/s when the order has been placed with the provider of the items.
3. **QUOTATIONS**
	1. Any quotation provided by N-spire Home Works Ltd shall be valid for acceptance by the Customer for a period of 2 months from the date of the quotation.
	2. Unless otherwise agreed in writing, no quotation shall be subject to any discount.
4. **GOODS**
	1. No responsibility or blame can be levied on N-spire Home Works Ltd for any goods purchased on behalf of the customer, such as kitchens or flooring that are found to be faulty. The responsibility for faulty goods lies with the company they were purchased from. N-spire Home Works Ltd will however retain responsibility for any goods purchased on behalf of the customer that are damaged in any way by N-spire Joinery employees and will seek to replace any goods damaged in this way.
5. **DELIVERY**
	1. The Customer shall be deemed to have accepted the Goods upon completion of the “installation” work.
	2. N-spire Home Works Ltd shall not be liable to the Customer or be deemed to be in breach of the Conditions by reason of any delay or failure in “installation” work if the delay or failure was due to any cause beyond N-spire Home Works Ltd.’s reasonable control.
	3. All risk in the Goods shall pass to the Customer upon completion of the “installation” work, or upon delivery or collection for a “supply only” sale unless agreed otherwise in writing between parties.
	4. Any cancellation of an order must be sent by the Customer to N-spire Home Works Ltd in writing. The Customer is liable to be charged for any materials ordered or work started for an order at the time of cancellation.
	5. Whilst N-spire Home Works Ltd is pleased to undertake insurance work, this is only done on the understanding that the Customer is responsible for paying N-spire Home Works Ltd.’s invoice, not the insurance company. N-spire Home Works Ltd is unable to deal with insurance companies direct unless agreed in writing between all parties.
6. **TITLE TO GOODS**
	1. N-spire Home Works Ltd warrants that it has good title to the Goods and that it will transfer title in the Goods to the Customer pursuant to Clause 5.2.
	2. Notwithstanding delivery, title in the Goods shall not pass to the Customer until N-spire Home Works Ltd has been paid in full for the Goods. Nothing in this Clause shall prevent N-spire Home Works Ltd from raising an action against the Customer for payment of the Goods.
	3. The title of any unwanted items removed by N-spire Home Works Ltd as debris or rubbish from the Customer’s property transfers immediately to N-spire Home Works Ltd.
7. **GUARANTEE**
	1. Where the Goods have been manufactured by N-spire Home Works Ltd and are found to be defective, or installation work by N-spire Home Works Ltd is found to be defective; N-spire Home Works Ltd shall repair or, at its sole discretion, replace defective Goods free of charge upon the following conditions:
		1. the Customer giving notice of the defect within 7 days of the defect coming to the Customer’s attention;
		2. or within 6 months of the date of the work being completed for “installation” work;
		3. the defect being due to N-spire Home Works Ltd.’s faulty design, workmanship or materials;
		4. the Customer having complied with N-spire Home Works Ltd.’s oral or written instructions as to storage, installation, use or maintenance of the Goods or in accordance with good trade practice; and
		5. the defect is not due to rot or insect attack of joinery items as specified in Clause 9.3.
	2. Where the Goods have been manufactured by a third party N-spire Home Works Ltd shall where possible pass on to the Customer the benefit of any warranty in respect of the Goods granted to N-spire Home Works Ltd by such third party. This includes items such as kitchen units.
	3. All external joinery must be fully decorated within 1 month of delivery/installation and then at regular intervals thereafter. N-spire Home Works Ltd will provide joinery with base coat primer/sealer unless instructed otherwise.
8. **LIMITATION OF LIABILITY**
	1. Subject to N-spire Home Works Ltd.’s liability under Clause 5 and subject to Clause 11, N-spire Home Works Ltd shall not be liable to the Customer for any loss (including loss of profit), costs, damages, charges or expenses incurred by the Customer or for any loss or damage to or caused by the Goods.
	2. Subject to this Clause 8 and Clause 11 all other conditions, warranties or other stipulations concerning the Goods whether express or implied by common law or under statute are excluded to the fullest extent permitted by law, and, in particular, but without limiting the foregoing generality, N-spire Home Works Ltd grants no warranties regarding fitness for purpose, use, quality or nature of the Goods whether express or implied by statute or common law.
	3. Subject to Clause 12 the liability of N-spire Home Works Ltd under this Agreement howsoever arising shall not exceed the Price.
9. **JOINERY WORK**
	1. Whilst every attempt is made to eliminate the expansion and shrinkage of external/internal joinery items such as gates, doors and windows by allowing a certain amount of clearance, N-spire Home Works Ltd is not liable for any expansion/shrinkage or swelling of these items.
	2. Unless otherwise stated, staining or painting of joinery items is not included in the estimated or quoted price.
	3. Timber is a natural product, therefore there is always colour differentials within the wood and whilst every effort is made to ensure the colour/grain matches with other timber, tolerances will have to be allowed for.
10. **SPECIFIC GOODS**
	1. Doors and Joinery Items; where doors and joinery items are supplied with a factory applied equalising stain, or primer, the Customer must paint/stain such products with a minimum of two coats of proprietary wood stain and primed joinery must be treated with a full paint finish. Primer and equalising stains do not give long term protection against the ingress of moisture and N-spire Home Works Ltd cannot accept responsibility for Goods which are not treated as recommended after sale.
	2. Doors: subject to the Customer complying with Clause 10.1 – this guarantee does not apply to doors which swell/shrink due to intake of excessive moisture or any other neglect or misuse on the part of the Customer after sale. N-spire Home Works Ltd.’s liability under this guarantee shall not extend to costs or charges of unfixing, re-fixing, painting, polishing, staining, handling, cartage, storage or other additional charges or expenses. (This does not affect your statutory rights).
11. **DEFAULT BY CUSTOMER**
	1. If the Customer shall fail to pay the price for the goods and/or services by the due date for payment, the (without prejudice to any other rights of N-spire Home Works Ltd arising from such failure) the Customer shall (if so required by N-spire Home Works Ltd) pay N-spire Home Works Ltd interest thereon at a rate of 5% per month above the base rate or part thereof on the outstanding amounts from time to time.
	2. If the Customer shall commit default in or commit any breach of its obligations to N-spire Home Works Ltd, or if any distress or execution shall be levied upon the Customer, its property or assets or if the Customer shall make or offer to make any arrangements or compositions with its creditors or commit any act of bankruptcy or if the Customer shall be a company and any resolution or petition or receiving order in bankruptcy shall be presented or made against him, or if the Customer shall be a company and any resolution or petition to wind up such company’s business shall be passed or presented otherwise than for the purpose of amalgamation or reconstruction whilst solvent, or if a receiver of such company’s undertaking property or assets or any part thereof shall be appointed, or if the Customer shall be insolvent then without prejudice to any other rights available to N-spire Home Works Ltd it may forthwith cancel any contract then subsisting with the Customer or alternatively may suspend or cancel delivery of any of the goods to be supplied there under.
12. **GENERAL**
	1. Nothing in these Conditions shall be construed so as to exclude or limit the liability of N-spire Home Works Ltd for breach of the warranties contained in Clause 6 or for breach of warranty as to title and quiet possession implied by the Sale of Goods Act 1979 where such Act applies to the contract between N-spire Home Works Ltd and the Customer for the sale and purchase of the Goods incorporating these Conditions.
	2. Nothing contained in these Conditions shall be construed so as to limit or exclude the liability of N-spire Home Works Ltd for death or personal injury as a result of N-spire Home Works Ltd.’s fraudulent misrepresentation, negligent actions or those of its employees or agents.
13. **FORCE MAJEURE**
	1. If the performance of the contract shall be delayed by any circumstances beyond the control of N-spire Home Works Ltd including (but without prejudice to the generality of the foregoing) war, hostilities (whether war shall be declared or not), insurrection, industrial disputes, strikes, lock-outs, riots, explosion, fire, storm, act of God, accidents, unavailability or shortage of materials or labour, interruptions of supply, any statute, rule, law bye-law, or order or request made by or issued by any government department or local or other duly constituted authority, then N-spire Home Works Ltd shall have the right to suspend further performance of the contract until such time as the cause of the delay shall no longer be present and for a reasonably time thereafter.
	2. If the performance of the contract by N-spire Home Works Ltd shall be prevented by any such circumstances beyond the control of N-spire Home Works Ltd then N-spire Home Works Ltd shall have the right to be discharged from the further performance of any liability under the contract. If N-spire Home Works Ltd exercises such a right, then the Customer shall thereupon pay the contract price less a reasonable allowance for what has not been performed by N-spire Home Works Ltd.
14. **CANCELLATION**
	1. No cancellation by the Customer is permitted except where expressly agreed by N-spire Home Works Ltd.
	2. The Customer will in the event of agreed cancellation by the Customer indemnify N-spire Home Works Ltd against all expenses incurred up to the time of such cancellation.
15. **GOVERNING LAW AND JURISDICTION**
	1. This Agreement shall be governed by and construed in accordance with the law of England and Wales and the parties hereto submit to the non-exclusive jurisdiction of the English and Welsh courts.