



## TERMS AND CONDITIONS FOR THE SUPPLY OF GOODS

These terms and conditions (these **Terms**) are the terms on which Affinity Joinery Limited (company Reg number 148 05 662) (**Supplier**) sells Goods to business customers. If you are an individual purchasing Goods for your personal use, please note your purchase will be subject to different terms and conditions of sale. Please contact the Supplier for further information.

These Terms supersede all other terms and conditions previously used by the Supplier in connection with the sale of Goods to the Customer and apply to the exclusion of any terms and conditions which the Customer purports to apply under any other document or which are implied by trade, custom, practice or course of dealing.

The Supplier may amend these Terms from time to time by posting a revised version on its website. The Customer should refer to this page of the Supplier's website before placing an Order to ensure it understands the Terms in force at that time which will apply to the Order.

- Defined terms
  - In these Terms, the following words have the following meanings:

**Binding Order:** an Order which is accepted by the Supplier in accordance with clause 2.2.

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

**Collection Location:** the Supplier's Premises or such other location as may be notified by the Supplier to the Customer in advance of collection.

**Contract:** the contract between the Supplier and the Customer for the sale and purchase of the Goods, which incorporates these Terms and the Binding Order.

**Customer:** the business, firm, company, organisation or other entity or sole trader who places an Order for the Goods.

**Customer Specification:** a specification for the Goods which is submitted by the Customer to the Supplier as part of the Order or after the Order is placed.

**Delivery Date:** the date notified by the Supplier to the Customer in accordance with clause 3.1 or such other date as the parties may agree in writing.

**Delivery Location:** the location set out in the Binding Order or such other location as the parties may agree in writing.

**Force Majeure Event:** an event beyond the Supplier's reasonable control, including but not limited to: flood, earthquake, storm or other adverse weather conditions or natural disaster; war, threat of or preparation for war or armed conflict; terrorist attack, civil war, civil commotion or riots; nuclear, chemical or biological contamination; compliance with applicable laws; any change in law or other action taken by a government or public authority or compliance with any such law or action; epidemic or pandemic; fire or explosion; collapse of building structures, failure of plant, machinery, computers or vehicles; any labour dispute, including but not limited to strikes, industrial action and lockouts (whether involving the workforce of the Supplier or not); non-performance by suppliers or subcontractors; the interruption or failure of a transport network or utility service.



**Free Issue Materials:** any materials, goods or other items provided by the Customer to the Supplier as “free issue materials” for use by the Supplier in manufacturing the Goods.

**Goods:** the bespoke panel-based products which the Supplier agrees to manufacture and supply to the Customer, as set out in the Binding Order, which may incorporate Free Issue Materials.

**Insolvency Event:** means, in respect of a party, that: (a) it suspends or threatens to suspend payment of its debts or is unable to pay its debts as they fall due within the meaning of section 123 of the UK Insolvency Act 1986 or section 268 of the UK Insolvency Act 1986 (as applicable); (b) it is the subject of a bankruptcy petition, application or order; (c) it enters into a composition, compromise or arrangement to reschedule or restructure its indebtedness with or for the benefit of its creditors; (d) it compulsorily or voluntarily enters into liquidation (except for the purposes of a bona fide reconstruction or amalgamation); (e) it obtains or takes steps to obtain a moratorium within the meaning of section 1 of the Corporate Insolvency and Governance Act 2020; (f) an administrator, receiver, liquidator or manager is appointed over the whole, or a substantial part of, its undertaking or assets; (g) it ceases or threatens to suspend or cease carrying on all or a substantial part of its business; (h) a resolution is made or a notice is filed in connection with its winding up or dissolution; (i) any steps or action are taken in preparation for any of the aforementioned events; or (j) any event occurs or proceeding is taken with respect to it in any jurisdiction to which it is subject that has an affect equivalent or similar to any of the aforementioned events.

**Intellectual Property Rights:** patents, utility models, rights to inventions, copyright and neighbouring and related rights, moral rights, trade marks and service marks, business names and domain names, rights in get-up and trade dress, goodwill and the right to sue for passing off or unfair competition, rights in designs, rights in computer software, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets), and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, any rights and all similar or equivalent rights or forms of protection that subsist or will subsist now or in the future in any part of the world.

**Order:** the Customer’s order for the Goods, as set out in the Customer’s purchase order form or the Supplier’s order form template which is completed by the Customer.

**Specification:** means:

- the specification for the Goods as is provided by the Supplier or which is jointly designed and agreed by the parties in writing; or
- in the case that the Customer provides a Customer Specification, such specification after having gone through a review process with the Supplier and which is agreed in writing by the parties pursuant to clause 4.1,

in each case including all related designs, plans and drawings, as may be amended pursuant to clause 4.2.

**Supplier Materials:** shall have the meaning set out in clause 2.5.

**Supplier’s Premises:** Carrfield Works, 334 Park Lane, Preesall, Poulton-Le-Fylde, FY6 0LU.



- Any words following the terms including, include, in particular, for example or any similar expression shall be interpreted as illustrative and shall not limit the sense of the words preceding those terms.
- A reference to writing in the Contract includes email but not fax.
- Basis of contract
  - Each Order submitted by the Customer constitutes an offer by the Customer to purchase the Goods set out in the Order in accordance with these Terms, and to the exclusion of any other terms that the Customer may seek to impose or incorporate, or which are implied by law, trade, custom, practice or course of dealing. The Customer is responsible for ensuring that the terms of the Order (including any Customer Specification) are complete and accurate.
  - Each Order shall only be deemed to be accepted when the Supplier confirms acceptance of the Order in writing or provides a pro-forma invoice, at which point the Contract shall be formed. The Supplier reserves the right to reject any Order (in whole or in part) for whatever reason.
  - If the Supplier is unable to satisfy a Binding Order (in whole or in part) for any reason (including due to a Force Majeure Event), it will notify the Customer in writing as soon as practicable, and the Supplier may, in its sole discretion, either remove the affected Goods from the Binding Order and the price payable by the Customer shall be amended accordingly, or cancel the Binding Order. If the Customer has already paid for the affected Goods, the Supplier will issue a refund to the Customer for the full amount paid. Except as set out in this clause<sup>3</sup>, the Supplier shall have no liability to the Customer in respect of any amendment or cancellation of a Binding Order.
  - The Customer may not cancel a Binding Order, and the Customer may not make any amendments to a Binding Order, unless expressly agreed by the Supplier.
  - Any samples, drawings, photographs, illustrations, descriptive matter or advertising produced by the Supplier (**Supplier 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.
  - Any quotation for the Goods given by the Supplier shall not constitute an offer to supply the Goods. A quotation shall only be valid for a period of 10 Business Days from its date of issue, unless otherwise agreed in writing by the Supplier.
- Delivery and collection
  - The Supplier shall either deliver the Goods to the Delivery Location or make the Goods available for collection from the Collection Location, on the Delivery Date, as notified by the Supplier to the Customer or otherwise agreed by the parties in writing. Delivery of the Goods shall be complete:
    - in the case of delivery by the Supplier to the Delivery Location, when the Supplier has delivered the Goods to the Delivery Location and the Goods are ready for unloading; or

- in the case of collection by the Customer from the Collection Location, when the Supplier has made the Goods available for collection at the Collection Location and the Supplier has loaded the Goods on to the Customer's vehicle.

Where the Supplier delivers the Goods to the Delivery Location, the Customer shall be responsible for unloading the Goods at the Delivery Location.

- The Delivery Date is approximate only, and the time of delivery or making the Goods available for collection is not of the essence. The Customer shall not be entitled to reject any Goods because of any delay in delivering the Goods or making the Goods available for collection.
- The Supplier shall not be liable for any delay in supplying the Goods that is caused by the Customer's failure to provide the Supplier with adequate delivery instructions or any other instructions that are relevant to the supply or delivery of the Goods.
- Subject to clause 3.3, if the Supplier fails to supply the Goods, its liability shall be limited to a refund of any sums paid in advance by the Customer for the Goods not received.
- If the Customer fails to accept delivery of the Goods or to collect the Goods (as applicable) on the Delivery Date, then, except where such failure or delay is caused by the Supplier's failure to comply with its obligations under the Contract in respect of the Goods:
  - the Supplier may charge the Customer a holding fee (including all transit, storage and waiting time costs) and any other loss, damage and expenses incurred by the Supplier arising from such failure.
  - delivery or collection of the Goods (as applicable) shall be deemed to have been completed at 9.00 am on the Delivery Date; and
  - if the Goods have not actually been delivered or collected (as applicable) within 10 days of such Delivery Date, the Supplier shall have the right to re-sell or otherwise dispose of the Goods.
- The Supplier may deliver the Goods or make the Goods available for collection in instalments. Each instalment shall constitute a separate contract and shall be invoiced and paid for separately.
- If the Supplier requires the Customer to return any packaging materials to the Supplier, the Supplier shall notify the Customer, and the Customer shall make any such packaging materials available for collection at such times as the Supplier shall reasonably request. The return of packaging materials shall be at the Supplier's expense.
- Specification and warranty
  - Where the Customer provides the Supplier with a Customer Specification for the Goods, the Customer Specification is subject to the Supplier's review and approval. The Supplier may make changes to the Customer Specification as it considers necessary, such changes to be approved by the Customer.



- The Customer acknowledges and agrees that the Supplier may (in its sole discretion) use alternative materials to those set out in the Specification and/or may amend the Specification if required by or to comply with any applicable law or regulation. The Supplier shall notify the Customer in writing as soon as reasonably practicable of any such changes to the Specification.
- In the event of the Customer requests any amendments to the Specification, any such amendments will be subject to the Supplier's acceptance (in its sole discretion). The Customer acknowledges and accepts that any changes to the Specification may result in a change to the price of the Goods or the Delivery Date and/or other changes, and that the Supplier is not obliged to accept any changes to the Specification requested by the Customer after the Specification has been agreed by the parties.
- The Supplier warrants that on completion of delivery in accordance with clause 1, the Goods shall: (a) be free from material defects in design, material and workmanship; (b) be of satisfactory quality (within the meaning of the Sale of Goods Act 1979); and (c) comply in all material respects with the Specification.
- If the Customer considers that any of the Goods do not comply with the warranty set out in clause 4 (**Non-Conforming Goods**), the Customer shall:
  - as soon as practicable, and in any event within seven days of receipt of the Non-Conforming Goods, notify the Supplier in writing, providing details of the relevant Order and a description of the Non-Conforming Goods and the relevant defect(s); and
  - if requested by the Supplier and at the Customer's cost, return the Non-Conforming Goods to the Supplier within the timeframe and in accordance with any instructions specified by the Supplier and/or send images of the Non-Conforming Goods to the Supplier; and
  - provide the Supplier with a reasonable opportunity to examine the Non-Conforming Goods.
- Following inspection of the Non-Conforming Goods returned to the Supplier under clause 5(b), if the Supplier determines (in its sole discretion) that the Non-Conforming Goods do not comply with the warranty set out in clause 4.4, the Supplier shall, at its option, replace or repair the relevant Goods (at the Supplier's cost) and the Supplier shall reimburse the delivery costs incurred by the Customer in accordance with clause 4.5(b).
- The Supplier shall not be liable for non-compliance with the warranty set out in clause 4 if:
  - the Customer has not complied with clause 4.5.
  - the Customer makes any further use of the Non-Conforming Goods after giving notice in accordance with clause 4.5(a).
  - the defect arises because the Customer failed to follow the Supplier's oral or written instructions as to the storage, commissioning,





installation, use and maintenance of the Goods or (if there are none) good trade practice regarding the same.

- the defect arises because of defective Free Issue Materials.
  - the defect arises because of the Supplier following any drawing, design, specification or instructions supplied by the Customer.
  - the Customer alters or repairs such Goods without the written consent of the Supplier; or
  - the defect arises because of fair wear and tear, wilful damage, negligence, or abnormal storage or working conditions.
- Except as provided in this clause 4, the Supplier shall have no liability to the Customer in respect of the Goods' failure to comply with the warranty set out in clause 4.4.
  - It shall be the Customer's sole responsibility to inspect the Goods prior to using them, and the Supplier shall have no liability to the Customer, whether in contract, tort (including negligence), breach of statutory duty or otherwise, for any claims arising out of the use of the Goods by the Customer or any third party.
  - The terms implied by sections 13 to 15 of the Sale of Goods Act 1979 are, to the fullest extent permitted by law, excluded from the Contract.
  - These Terms shall apply to any repaired or replacement Goods supplied by the Supplier.
- Pre-delivery inspections
    - The Customer shall have the right to inspect the Goods prior to the Delivery Date. Any such inspection shall be carried out at the Supplier's Premises and the Customer shall obtain prior approval from the Supplier of the date and time of such inspection (such approval not to be unreasonably withheld or delayed).
    - If, following an inspection by the Customer under clause 5.1, the Customer reasonably considers that the Goods will not comply with the warranty set out in clause 4.4, the Customer shall promptly notify the Supplier, and the Supplier shall take any remedial action that it considers necessary to ensure that the Goods will comply with the warranty set out in clause 4.4.
- Title and risk
    - The risk in the Goods shall pass to the Customer on completion of delivery in accordance with clause 3.1.
    - Title to the Goods shall not pass to the Customer until the earlier of: (i) receipt of full payment, in cleared funds, for the Goods, in which case title shall pass at the time of payment; (ii) use or sale of the Goods by the Customer, in which case title shall pass at the time specified in clause 6.4; or (iii) the date notified to the Customer by the Supplier in writing.
    - Until title to the Goods passes to the Customer, the Customer shall: (i) store the Goods appropriately and separately from all other goods held by the Customer

so that they remain readily identifiable as the Supplier's property; (ii) not remove, deface or obscure any identifying mark or packaging on or relating to the Goods; (iii) maintain the Goods in satisfactory condition and keep them insured against all risks for their full price from the date of delivery or collection (as applicable); (iv) not encumber, charge or grant security over the Goods; (v) notify the Supplier immediately if it becomes subject to an Insolvency Event; (vi) give the Supplier such information as the Supplier may reasonably require from time to time relating to the Goods and/or the ongoing financial position of the Customer; (vii) at the Supplier's request, deliver up all Goods in the Customer's possession; and (viii) permit the Supplier, and grant the Supplier an irrevocable licence, to enter any premises where the Goods are stored (at any time and without notice) to inspect and/or repossess the Goods.

- Subject to clause 5, the Customer may resell or use the Goods in the ordinary course of its business (but not otherwise) before title passes, however if the Customer does so: (i) it does so as principal and not as the Supplier's agent; and (ii) title to the Goods shall pass from the Supplier to the Customer immediately before the relevant sale or use.
- If before title passes to the Customer, the Customer becomes subject to an Insolvency Event, then, without limiting any other right or remedy, the Customer's right to use or sell the Goods in the ordinary course of business ceases immediately and the Supplier may at any time: (i) require the Customer to deliver up all Goods in its possession; and (ii) enter any premises where the Goods are stored and recover them.
- Price and payment
  - The price of the Goods shall be the price set out in the Supplier's quotation.
  - The Supplier may, by giving notice to the Customer at any time before the Delivery Date, increase the price of the Goods to reflect any increase in the cost of the Goods that is due to:
    - Any factor beyond the Supplier's control (including foreign exchange fluctuations, increases in taxes and duties, and increases in labour, materials and other manufacturing costs).
    - Any request by the Customer to change the Delivery Date, the quantities or types of Goods ordered, or the Specification.
    - Any delay caused by any instructions of the Customer or failure of the Customer to give the Supplier adequate or accurate information or instructions.
  - The price of the Goods: (a) excludes value added tax (VAT), which the Customer shall additionally be liable to pay to the Supplier at the prevailing rate, subject to the receipt of a valid VAT invoice; and (b) excludes the costs and charges of insurance and (unless otherwise agreed in writing by the Supplier) transport of the Goods, which may be invoiced to the Customer.
  - Subject to clause 7.5, the Supplier shall invoice the Customer for the Goods on or at any time after completion of delivery in accordance with clause 3.1, and



(unless otherwise agreed in writing by the Supplier) the Customer shall pay such invoice in full and cleared funds within 30 days of the date of the invoice.

- The Supplier may, in its sole discretion, require payment of the price of the Goods in advance of delivery or collection (as applicable). In such circumstances the Supplier shall issue a pro-forma invoice to the Customer, and the Customer shall pay such invoice in full and cleared funds in accordance with the payment terms set out on the invoice or otherwise notified to the Customer by the Supplier in writing.
- If the Customer fails to make any payment due to the Supplier under the Contract by the due date for payment, then, without prejudice to any other right or remedy to which the Supplier may be entitled, the Supplier may:
  - suspend the supply of the Goods until such sum is paid.
  - charge the Customer interest in respect of the overdue sum from the due date until payment of the overdue sum, whether before or after judgment. Interest under this clause 6(b) will accrue each day at 4% a year above the Bank of England's base rate from time to time, but at 4% a year for any period when that base rate is below 0%; and/or
  - recover from the Customer any fees incurred by the Supplier (including debt recovery agency fees, legal fees and court costs) in recovering the overdue amount.
- All amounts due under the Contract shall be paid in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).
- Intellectual Property Rights
  - Subject to clause 2, and except as expressly agreed otherwise in writing by the Supplier, all Intellectual Property Rights which subsist in and/or relate to the Goods, the Specification and any CAD Drawings supplied, Supplier Materials shall vest in the Supplier absolutely and unconditionally.
  - All Intellectual Property Rights which subsist in the Free Issue Materials shall remain the property of the Customer.
- Limitation of liability
  - Nothing in these Terms shall limit or exclude the Supplier's liability for: (a) death or personal injury caused by negligence; (b) fraud or fraudulent misrepresentation; (c) breach of the terms implied by section 12 of the Sale of Goods Act 1979; or (d) any liability if and to the extent that it is not permissible in law for such liability to be limited or excluded.
  - Subject to clause 9.1, in respect of each Contract:
    - the Supplier shall not be liable whether in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise for any: (i) loss of profits; (ii) loss of anticipated savings; (iii) loss of opportunity; (iv) loss of or damage to goodwill; (v) loss of or





corruption of data; or (vi) any special, indirect, consequential or pure economic loss, costs, damages, charges or expenses, in each case howsoever arising under or in connection with the supply of the Goods and/or the Contract; and

- the Supplier's total liability to the Customer in respect of all other losses arising under or in connection with the supply of the Goods and/or the Contract, whether in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise, shall not exceed the price paid for the Goods.

○ Termination

- Without limiting its other rights or remedies, the Supplier may suspend the supply of the Goods or terminate the Contract with immediate effect by giving written notice to the Customer if:
  - The Customer commits a material breach of any term of the Contract and (if such a breach is remediable) fails to remedy that breach within 14 days of being notified in writing to do so.
  - The Customer fails to pay any amount due under the Contract by the due date for payment.
  - The Customer suffers an Insolvency Event.
- Except as expressly provided in these Terms, the Customer shall have no right to cancel a Binding Order or otherwise terminate the Contract.
- On termination of the Contract for any reason the Customer shall immediately pay to the Supplier all the Supplier's outstanding unpaid invoices and any interest thereon and, in respect of Goods supplied but for which no invoice has been issued, the Supplier shall issue an invoice for such Goods which shall be payable by the Customer immediately on receipt.
- Termination or expiry of the Contract, however arising, shall not affect any of the parties' rights and remedies that have accrued as at the date of termination or expiry, including the right to claim damages in respect of any breach of the Contract which existed at or before the date of termination or expiry. Upon termination or expiry of the Contract, any provision of the Contract that expressly or by implication is intended to come into or continue in force shall remain in full force and effect.

○ Events outside our control

- The Supplier shall not be in breach of the Contract or otherwise liable for any failure or delay in the performance of its obligations if such delay or failure is due to a Force Majeure Event.
- If the Supplier is affected by a Force Majeure Event, the Supplier shall notify the Customer in writing as soon as reasonably practicable and the time for performance of the Supplier's obligations under the Contract shall be extended for the duration of the Force Majeure Event.



○ General

- In the event of a conflict between a provision of these Terms and a provision set out in the Binding Order, the provision in these Terms shall take precedence.
- The Supplier may at any time, without the consent of the Customer, assign, transfer, subcontract or otherwise deal in any other manner with all or any of its rights or obligations under the Contract. The Customer may not assign, transfer, subcontract or otherwise 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.
- **Entire agreement.** The Contract constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements and understandings between them, whether written or oral, relating to its subject matter. The Customer acknowledges it does not rely on, and shall have no remedies in respect of, any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in the Contract.
- **Variation.** No variation of the terms of this Contract shall be effective unless it is agreed in writing by the Supplier.
- No failure or delay to exercise (or to exercise in full) any right or remedy shall constitute a waiver or abandonment of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy.
- **Severance.** If any provision or part-provision of the Contract is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any such modification or deletion shall not affect the validity and enforceability of the rest of the Contract.
- Any notice given by a party under or in connection with the Contract shall be in writing and shall be delivered by hand or pre-paid first-class post or other next working day delivery service to the other party's address as stated on the Binding Order or such other address as notified to it (in accordance with this clause) from time to time. Notices may also be given by email if a party has notified the other party (in accordance with this clause) of the relevant email address to which notices must be sent and that service of notices by email will be accepted. Notices shall be deemed to have been delivered: (i) at the time of delivery where delivered by hand; or (ii) two Business Days after the date of posting where sent by domestic post; or (iii) one Business Day after transmission in the case of email (provided that no delivery failure notification is received by the sender). This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any other method of dispute resolution.

- The Customer undertakes that it shall not at any time:
  - disclose to any person any confidential information concerning the business, operations, assets, affairs, customers, clients, suppliers, financial information, prices, processes, know-how, designs, trade secrets, services, products and software of the Supplier (**Confidential Information**), save that the Customer may disclose such Confidential Information: (i) to its employees, officers, representatives, contractors, sub-contractors or advisers who need to know such Confidential Information for the purpose of exercising the Customer's rights or carrying out the Customer's obligations under the Contract (providing the Customer procures that such persons comply with the confidentiality obligations set out in this clause8); or (ii) as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority;
  - use any Confidential Information for any purpose other than to exercise its rights and perform its obligations under or in connection with the Contract.
- **Third party rights.** A person who is not a party to the Contract shall have no rights under it.
- **Governing law.** The Contract, and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation, shall be governed by and construed in accordance with English law.
- **Jurisdiction.** Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with the Contract or its subject matter or formation.

## TERMS OF WEBSITE USE

These Terms of Website [www.affinityjoinery.com](http://www.affinityjoinery.com) Use ("**Terms**") together with the documents referred to below set out the terms on which you may make use of our website [www.affinityjoinery.com](http://www.affinityjoinery.com) ("**Website**"). Use of the Website includes accessing, browsing or using the Website.

**Please read these Terms carefully before you start to use the Website**, as these will apply to your use of the Website. We recommend that you print a copy of these Terms for your future reference.

By continuing to use the Website, you confirm that you accept these Terms and that you agree to comply with them. If you do not agree to these Terms, you must not use the Website.

### **Other applicable terms**

Our Privacy Policy (which sets out the terms on which we process any personal data we collect from you, or that you provide to us) and our Cookies Policy (which sets out information about the cookies used on the Website) will also apply to your use of the Website.

### **Information about us**

[www.affinityjoinery.com](http://www.affinityjoinery.com) is a website operated by Affinity Joinery Limited (“We “, “Our” or “Us”). We are a limited company registered in England and Wales under company number 148 05 662 and have our registered office at: - Carrfield Works, 334 Park Lane, Preesall, Poulton-Le-Fylde, FY6 0LU.

To contact us please email [www.info@affinityjoinery.com](mailto:www.info@affinityjoinery.com)

### **Changes to these Terms**

We may revise these Terms at any time by amending this page. Please check this page from time to time to take notice of any changes we make to ensure you understand the terms that apply to you when you make use of our website.

### **Changes to the Website**

We may update the Website from time to time and may change the content at any time. However, please note that any of the content on the Website may be out of date at any given time, and we are under no obligation to update it.

We do not guarantee that the Website, or any content on it, will be free from errors or omissions.

### **Accessing the Website**

The Website is made available free of charge.

We do not guarantee that the Website, or any content on it, will always be available or be uninterrupted. We may suspend, withdraw, discontinue or change all or any part of the Website without notice. We will not be liable to you if for any reason the Website is unavailable or interrupted at any time or for any period.

You are responsible for making all arrangements necessary for you to have access to the Website. You are also responsible for ensuring that all persons who access the Website through



your internet connection are aware of these Terms and other applicable terms and conditions, and that they comply with them.

The Website is directed at users in the United Kingdom. We do not represent that content available on or through the Website is appropriate for use or available in other locations. We may limit the availability of the Website, or any service described on the Website to any person or geographic area at any time. If you choose to access the Website from outside the United Kingdom, you do so at your own risk.

### **Prohibited uses**

You may use the Website only for lawful purposes. You may not use the Website:

- in any way that breaches any applicable local, national or international law or regulation
- in any way that is unlawful or fraudulent, or has any unlawful or fraudulent purpose or effect
- to transmit, or procure the sending of, any unsolicited or unauthorised advertising or promotional material or any other form of similar solicitation (spam) to any person
- in any way that infringes our proprietary rights or those of any third party (including intellectual property rights and rights to privacy)
- to upload, disseminate or otherwise distribute any content that is threatening, defamatory, obscene, indecent, harassing, racially, religiously or ethnically offensive or discriminatory or otherwise objectionable

Whenever you make use of a feature that allows you to upload content to this Website, for example submitting a “contact us” form or a “request a quote” form, you must comply with all applicable content standards, and you must ensure that such content is accurate and complete. You will be liable to us for any breach of those standards. When you upload or post content to this Website, you grant us right to use such content in accordance with these Terms and our Privacy Policy.

### **Virus, hacking and other offences**

You agree:

- not to misuse the Website by knowingly transmitting any data, sending or uploading any material that contains any viruses, Trojan horses, worms, logic or time bombs, keystroke loggers, spyware, adware or any other material which is malicious or technologically harmful
- not to attempt to gain unauthorised access to the Website, interfere with, damage or disrupt any part of the Website, any equipment or network on which the Website is stored, or any server, computer, network or database connected to the Website, or any software used in the provision of the Website





- not to attack the Website via a denial-of-service attack or a distributed denial-of-service attack

By breaching this provision, you would commit a criminal offence under the Computer Misuse Act 1990 (and may commit additional offences under local laws in other applicable jurisdictions). We will report any such breach to the relevant law enforcement authorities, and we will co-operate with those authorities by disclosing your identity to them. In the event of such a breach, your right to use the Website will cease immediately.

### **Intellectual property rights**

The domain name and all copyright, design rights, trademarks and other intellectual property rights subsisting in and/or relating to the Website and its content are owned by us or our licensors (as applicable).

You may print off one copy and may download extracts, of any page(s) from the Website for your personal use and to share links to the Website with your personal contacts or contacts within your organisation. You must not use any part of the content on the Website for commercial purposes without obtaining a licence to do so from us or our licensors.

You must not modify the paper or digital copies of any materials you have printed off or downloaded from the Website in any way, and you must not use any illustrations, photographs, video or audio sequences or any graphics separately from any accompanying text.

Our status (and that of any identified contributors) as the authors of content on the Website must always be acknowledged.

If you print off, copy or download any part of the Website in breach of these Terms, your right to use the Website will cease immediately and you must, at our option, return or destroy any copies of the materials you have made.

### **No reliance on information**

The content on the Website is provided for general information only. It is not intended to amount to advice on which you should rely. You must obtain professional or specialist advice before taking, or refraining from, any action based on the content on the Website.

Although we make reasonable efforts to update the information on the Website, we make no representations, warranties, or guarantees, whether express or implied, that the content on the Website is accurate, complete or up to date.

### **Limitation of our liability**

Nothing in these Terms excludes or limits our liability to you where it would be unlawful to do so. This includes liability for death or personal injury arising from our negligence or the negligence of our employees, agents or sub-contractors, or for fraud or fraudulent misrepresentation.

To the extent permitted by law, we exclude all conditions, warranties, representations or other terms which may apply to the Website or any content on it, whether express or implied.

We will not be liable to you for any of the following types of losses:

- loss of profits, sales, business, or revenue.
- business interruption.
- loss of anticipated savings.
- loss of business opportunity, goodwill or reputation.
- waste of office or management time; or
- any indirect, special or consequential loss or damage.

Although we use reasonable efforts to ensure that the Website is free from viruses and other malicious or harmful content, we do not guarantee that the Website will be secure or free from such content. You are responsible for configuring your information technology, computer programs and platform in order to access the Website. You should use your own virus protection software.

The following provision applies if you are a consumer user:

- If defective digital content that we have supplied, damages a device or digital content belonging to you and this is caused by our failure to use reasonable care and skill, we will not be liable for damage that you could have avoided by following our advice to apply an update offered to you free of charge or for damage that was caused by you failing to correctly follow our instructions or to have in place the minimum system requirements advised by us.

The security of communications sent over the Internet (including by email) is subject to many factors outside of our control. We do not guarantee the security or confidentiality of any electronic communications and shall not be responsible to you for any loss or damage that you may suffer because of the transmission of any such communications.



We shall have no liability for your inability to connect to or to access the website which may result from any faults, errors or problems relating to your PC hardware, software, network or security, or your Internet service provider or any other similar problem.

Where the Website contains links to other websites and resources provided by third parties, these links are provided for your information only. We have no control over the content of those websites or resources. We assume no responsibility for the content of websites linked on the Website. Such links should not be interpreted as endorsement by us of those linked websites. We will not be liable for any loss or damage that may arise from your use of them.

### **Linking to the Website**

You may link to the homepage of the Website, provided you do so in a way that is fair and legal and does not damage our reputation or take advantage of it. You must not establish a link in such a way as to damage our reputation or take advantage of it, or to suggest any form of association, approval, or endorsement on our part where none exists. You must not establish a link to the Website in any website that is not owned by you or any website that includes unlawful or fraudulent content or has any unlawful or fraudulent purpose or effect. The Website must not be framed on any other website, nor may you create a link to any part of the Website other than the home page without our express written consent.

We reserve the right to withdraw linking permission without notice.

### **Suspension and termination**

We will determine, at our discretion, whether there has been a breach of these Terms through your use of the Website. When a breach of these Terms has occurred, we may take such action as we deem appropriate.

Failure to comply with these Terms may result in us taking all or any of the following actions:

- immediate (temporary or permanent) withdrawal of your right to use the Website
- issue of a warning to you
- legal proceedings against you for reimbursement of all costs (including, but not limited to, reasonable administrative and legal costs) resulting from the breach
- disclosure of such information to law enforcement authorities as we reasonably feel is necessary

We exclude liability for actions taken in response to breaches of these Terms. The responses described in these Terms are not limited, and we may take any other action we reasonably deem appropriate.

### **Applicable law**

If you are a consumer, please note that these Terms, their subject matter, and their formation, are governed by English law. You and we both agree that the courts of England will have exclusive jurisdiction. However, if you are a resident of Northern Ireland, you may also bring proceedings in Northern Ireland, and if you are a resident of Scotland, you may also bring proceedings in Scotland.

If you are a business, these Terms, its subject matter, and its formation (and any non-contractual disputes or claims) are governed by English law. We both agree to the exclusive jurisdiction of the courts of England.

### **Contact Us**

To contact us, please email: - [Info@affinityjoinery.com](mailto:Info@affinityjoinery.com)