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## JAMB LIMITED

### Terms and Conditions

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## OUR TERMS

### 1. DEFINITIONS

- 1.1 When the following words with capital letters are used in these Terms, this is what they will mean:
- (a) **Event Outside Our Control:** is defined in clause 12.2;
  - (b) **Goods:** the goods that We are selling to you as set out in the Order;
  - (c) **Order:** your order for the Goods;
  - (d) **Non-Standard Order:** is defined in clause 13.2;
  - (e) **Terms:** the terms and conditions set out here; and
  - (f) **We/Our/Us:** Jamb Limited, 95-97 Pimlico Road, London SW1W 8PH.
- 1.2 When We use the words "writing" or "written" in these Terms, this will include e-mail unless We say otherwise.

### 2. OUR CONTRACT WITH YOU

- 2.1 These are the terms and conditions on which We supply Goods to you.
- 2.2 Please ensure that you read these Terms carefully, and check that the details on the Order are complete and accurate, before you submit the Order.
- 2.3 When you sign and submit an Order to Us, this does not mean We have accepted your order for Goods. Our acceptance of the Order will take place as described in clause 2.4. If We are unable to supply you with the Goods, We will inform you of this and We will not process the Order.
- 2.4 These Terms will become binding on you and Us when We indicate to you our acceptance of your Order and you pay or agree to pay a deposit in an agreed amount, at which point a contract will come into existence between you and Us.
- 2.5 If any of these Terms conflict with any term of the Order, the Order will take priority.
- 2.6 We shall assign a number to the Order and inform you of it when We confirm the Order. Please quote the order number in all subsequent correspondence with Us relating to the Order.

2.7 Our website, catalogue and brochure are solely for the promotion of Our Goods in the UK. Orders will be delivered free of charge within the M25 and orders to other UK destinations will be subject to a reasonable delivery charge We will also if agreed between us in relation to a particular Order make arrangements in respect of shipment of the Goods outside the UK. .

2.8 The images of the Goods on Our website and in Our catalogue and brochure are for illustrative purposes only. Although We have made every effort to display the colours accurately, We cannot guarantee that your computer's display of the colours or the printed pictures accurately reflect the appearance and/or colour of the Goods. Your Goods may vary slightly from those images. Although We have made every effort to be as accurate as possible, because some of our Goods are handmade, all sizes, weights, capacities, dimensions and measurements indicated on Our website or in Our catalogue or brochure are approximate only.

### **3. CHANGES TO ORDER OR TERMS**

3.1 We may revise these Terms from time to time in the event of changes in relevant laws and regulatory requirements;

3.2 If We have to revise these Terms under clause 3.1, We will give you at least 7 days' written notice of any changes to these Terms before they take effect.

### **4. MADE-TO-MEASURE GOODS**

4.1 We may make the Goods according to the measurements and specific designs you provide to Us.

4.2 Please make sure your measurements are correct and accurate. Unfortunately, We cannot accept the return of made-to-measure Goods if the reason for the return is because you provided Us with incorrect measurements or because you prepared or agreed a design drawing, the Goods have been made in accordance with the drawing but the resulting Goods are not in accordance with your wishes or requirements. We shall provide You with a technical drawing prior to manufacture that We shall ask you to confirm is in accordance with Your requirement, such drawing shall be for measurement purposes only. We cannot accept the return of any Goods after you have confirmed that the technical drawing is in accordance with your requirements if the Goods have been made in accordance with such drawing.

## **5. DELIVERY OF GOODS**

- 5.1 Please note that timescales for delivery and delivery charges will vary depending on the availability of the Goods and your address. Dates and times given for completion or delivery (including collection and installation) or of any stage or process are given as estimates only. We will endeavour to meet any time estimate, but reserve the right to amend any estimate and will notify You of such amendment where practicable. We shall not be liable to You for loss or damage resulting from failure to meet a date or time estimate from any cause including negligence.
- 5.2 We will contact you with an estimated delivery date. Occasionally Our delivery to you may be affected by an Event Outside Our Control. See clause 12 for Our responsibilities when this happens.
- 5.3 If you have asked to collect the Goods from Our premises, you can collect the Goods from Us at any time during Our advertised opening working hours. The Goods will be at Unit 3, 19 Osiers Road, London SW18 1NL and you should ask us when they will be available before you attempt to collect them.
- 5.4 Delivery of an Order shall be completed when We deliver the Goods to the address you gave Us or you collect them from Us.
- 5.5 If no-one is available at your address to take delivery, We will leave you a note that the Goods have been returned to Our premises, in which case please contact us to rearrange delivery. Unless the failure of the delivery was Our fault it will be necessary for you to pay an additional charge in respect of further attempts to deliver the Goods or of arrangements for you to collect them.
- 5.6 If We are not able to deliver the whole of the Order at one time due to operational reasons or shortage of stock, We will deliver the Order in instalments. We will not charge you extra delivery costs for this. However, if you ask Us to deliver the Order in instalments, We may charge you extra delivery costs. Each instalment shall constitute a separate contract governed by these Terms. If We are late delivering an instalment or one instalment is faulty, that will not entitle you to cancel any other instalment. If there is a delay in the delivery or collection of some of the Goods which is not Our fault, it may become necessary for you to pay an additional charge in respect of Our storage of the Goods at our premises.
- 5.7 The Goods will be your responsibility from the completion of delivery or from when you collect the Goods from Us.

5.8 You own the Goods once We have received payment in full. The Goods shall remain Our property and in Our absolute ownership until You have paid in full all amounts owed by You to Us (including VAT), whether in respect of the Goods or otherwise, and whether or not the Goods have been incorporated into your property, altered by You or mixed with other goods

## **6. INSTALLATION OF CHIMNEYPICES**

6.1 Where You have instructed Us to install a chimneypiece You shall:

- (a) co-operate with the Us in all matters relating to the installation;
- (b) provide Us and our employees, agents, consultants and subcontractors, with access to Your premises, office accommodation and other facilities as reasonably required by Us to provide the installation;
- (c) provide Us with such information and materials as We may reasonably require to carry out the installation, and ensure that such information is accurate in all material respects.

6.2 If Our performance of any of Our obligations in respect of the installation is prevented or delayed by any act or omission by You or failure by You to perform any relevant obligation (**Customer Default**):

- (a) We shall without limiting Our other rights or remedies have the right to suspend performance of the installation services until You remedy the Customer Default, and to rely on the Customer Default to relieve Us from the performance of any of Our obligations to the extent the Customer Default prevents or delays Our performance of any of its obligations;
- (b) We shall not be liable for any costs or losses sustained or incurred by You arising directly or indirectly from Our failure or delay to perform any of Our obligations as set out in this clause 6.2; and
- (c) You shall reimburse Us on written demand for any costs or losses sustained or incurred by Us arising directly or indirectly from the Customer Default.

## **7. IF THE GOODS ARE FAULTY**

7.1 As a consumer, you have legal rights in relation to Goods that are faulty or not as described. Nothing in these Terms will affect those legal rights.

7.2 It shall be your responsibility to examine the Goods on delivery and notify Us of any defects or short delivery at the time of delivery. If You fail to notify Us of such defects or short delivery at the time of delivery We shall be discharged from all liability (whether arising in negligence or otherwise) arising from such defects or short delivery.

7.3 If You do not promptly accept delivery of the Goods We may arrange for the storage of the Goods on your behalf but without liability for any loss or damage occurring after the agreed delivery date. You shall, in addition to the price, pay on demand all reasonable charges for storage, insurance and transport occasioned by your failure to take delivery.

## **8. THIRD-PARTY MANUFACTURER'S GUARANTEE OF GOODS**

8.1 The Goods may come with a manufacturer's guarantee. For details, please refer to the manufacturer's guarantee provided with the Goods.

8.2 This guarantee is in addition to your legal rights in relation to the Goods that are faulty or not as described.

## **9. SELLER'S GUARANTEE OF GOODS**

9.1 We guarantee that on delivery and for a period of twelve months from delivery, the Goods shall be free from material defects. However, this guarantee does not apply in the circumstances described in clause 9.2.

9.2 This guarantee does not apply to any defect in the Goods arising from:

- (a) fair wear and tear;
- (b) wilful damage, abnormal storage or working conditions, accident or negligence by you or by any third party;
- (c) direct application of heat, including lighting
- (d) if you fail to use the Goods in accordance with the user instructions;
- (e) any alteration or repair by you or by a third party who is not one of Our authorised repairers; and
- (f) any specification provided by you.

9.3 Since marble, stone, cast iron and steel will be affected by moisture, the Goods must not come into contact with plaster or walls which are not completely dry, and care must be taken to protect Goods when decorating as wallpapering and painting create high levels of moisture.

- 9.4 We exercise care in the selection of marble, stone, wood, slate and granite for each order. Natural materials are likely to contain markings, fossils and veining which are part of their character and appeal. Unavoidable variations from the samples of marble, stone, wood, slate or granite may occur in respect of colour, grain, shade or veining. These inconsistencies are inevitable but We guarantee that the material supplied under this contract will be the specified variety. Most coloured marbles are unique in their composition, and some considerable variation in appearance can exist.
- 9.5 We will ensure that any natural products are supplied in good condition, which may involve stopping and filling.
- 9.6 We are not responsible for natural occurrences which develop or evidence themselves after delivery in marble, stone, wood, slate or granite.
- 9.7 All cast iron products are supplied with a protective oil-based coating on the polished surfaces. During installation this can sometimes be removed. It is very important that a spray-type protective coat of oil (for example WD40) is applied promptly after installation.
- 9.8 The patination process applied to metal products is subject to some variation. We will, endeavour to achieve a consistent finish from item to item across an order and from order to order, but given the nature of the process involved it is not always possible to achieve this.
- 9.9 Our products may be handmade and therefore subject to slight variations in size.

## **10. PRICE AND PAYMENT**

- 10.1 The price of the Goods will be set out in Our price list in force at the time We confirm your Order. Our prices may change at any time, but price changes will not affect Orders that We have confirmed to you.
- 10.2 These prices are exclusive of VAT. VAT will be added to the total amount due at the applicable rate. The prices for the Goods exclude delivery and installation costs, which will be added to the total amount due.
- 10.3 It is always possible that, despite Our best efforts, some of the Goods We sell may be incorrectly priced. We will normally check prices as part of Our dispatch procedures. If the Goods' correct price is higher than the price stated, We will contact you to tell you and request your instructions. If the pricing error is obvious and unmistakable and could reasonably have been

recognised by you as a mispricing, We do not have to provide the Goods to you at the incorrect price if lower than the correct price.

- 10.4 You must pay 50% of the price when you place your order and you must make payment for Goods in full in advance of delivery. Payment of the deposit and of the balance will be calculated after the deduction of bank charges if they are passed on to Us by your bank when payment is made. You should ensure that your Order number is quoted when payment is made.
- 10.5 If you do not make any payment due to Us by the due date for payment, We may charge interest to you on the overdue amount at the rate of 3% a year above the base lending rate of Barclays Bank 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.
- 10.6 However, if you dispute an invoice in good faith and contact Us to let Us know promptly after you have received an invoice that you dispute it, clause 10.5 will not apply for the period of the dispute.
- 10.7 We shall have the right to suspend performance of our obligations under this contract if We reasonably believe that You will not make payment in accordance with clause 10.4.

## **11. OUR LIABILITY TO YOU**

- 11.1 We are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if they were an obvious consequence of our breach or if they were contemplated by you and Us at the time we entered into this contract.
- 11.2 If We are installing the Goods in your property, We are not responsible for the cost of repairing any pre-existing faults or damage to your property that We discover in the course of installation and/or performance by Us.
- 11.3 We supply the Goods only for domestic and private use. Unless we agree otherwise, You will not use the Goods for any commercial, business or re-sale purpose and We have no liability to you for any loss of profit, loss of business, business interruption or loss of business opportunity.
- 11.4 We do not exclude or limit in any way Our liability for:
- (a) death or personal injury caused by Our negligence or the negligence of Our employees, agents or subcontractors;



- (b) fraud or fraudulent misrepresentation;
- (c) breach of the terms implied by section 12 of the Sale of Goods Act 1979 (title and quiet possession);
- (d) breach of the terms implied by sections 13, 14 and 15 of the Sale of Goods Act 1979 (description, satisfactory quality, fitness for purpose and samples); and
- (e) defective products under the Consumer Protection Act 1987.

## **12. EVENTS OUTSIDE OUR CONTROL**

- 12.1 We will not be liable or responsible for any failure to perform, or delay in performance of, any of Our obligations under these Terms that is caused by an Event Outside Our Control.
- 12.2 An Event Outside Our Control means any act or event beyond Our reasonable control, including without limitation strikes, lock-outs or other industrial action by third parties, civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not) or threat or preparation for war, fire, explosion, storm, flood, earthquake, subsidence, epidemic or other natural disaster, or failure of public or private telecommunications networks.
- 12.3 If an Event Outside Our Control takes place that affects the performance of Our obligations under these Terms:
- (a) We will contact you as soon as reasonably possible to notify you; and
  - (b) Our obligations under these Terms will be suspended and the time for performance of Our obligations will be extended for the duration of the Event Outside Our Control. Where the Event Outside Our Control affects Our delivery of Goods to you, We will arrange a new delivery date with you after the Event Outside Our Control is over.
- 12.4 You may cancel the contract if an Event Outside Our Control takes place and you no longer wish Us to provide the Goods. Please see your cancellation rights under clause 13. We will cancel the contract only if the Event Outside Our Control continues for longer than twelve weeks in accordance with Our cancellation rights in clause 14.

### **13. YOUR RIGHTS TO CANCEL AND APPLICABLE REFUND**

13.1 Before the Goods are delivered, you have the right to cancel an Order for Goods where you choose to cancel because We are affected by an Event Outside Our Control:

- (a) You may cancel an Order for Goods by contacting Us. We will confirm your cancellation in writing to you.
- (b) If you cancel an Order under clause 13.1(a) and you have made any payment in advance for Goods that have not been delivered to you, We will refund these amounts to you subject to clause 13.1(d).
- (c) If you cancel an Order for Goods under clause 13.1(a) and We have already despatched your Goods to you, We will not be able to cancel your Order until it is delivered or collected. In this case, if you do not return the Goods to Us, We will have to charge you the cost of collection or you will have to pay the cost of returning the Goods to Us. This will not affect your refund for the Goods, but any charge for collection will be deducted from the refund that is due to you.
- (d) If We make a refund to you under clause 13.1(b), payment will be subject to the deduction of an administration fee reflecting the work involved in processing your Order and preparing the Goods up to that point that will be calculated as follows:
  - (i) if the Goods are standard (eg Goods that are not made-to-measure Goods and not Goods relating to a Non-Standard Order) the administration fee will be 50% of the price of the Goods plus VAT;
  - (ii) If the Good are made-to-measure Goods or relate to a Non-Standard Order the administration fee will be 75% of the price of the Goods plus VAT.

13.2 In this clause 13, a Non-Standard Order shall mean an Order for Goods where either:

- (a) (i) the high volume of Goods being ordered requires a specific manufacture order to be made by Us; or
- (b) where We notify you at the time of your making the Order that the Order is a Non-Standard Order.

### **14. OUR RIGHTS TO CANCEL AND APPLICABLE REFUND**

If We have to cancel an Order for Goods (including made-to-measure Goods) before the Goods are delivered:

- (a) We may have to cancel an Order before the Goods are delivered, due to an Event Outside Our Control or the unavailability of stock. We will promptly contact you if this happens.
- (b) If We have to cancel an Order under clause 14(a) and you have made any payment in advance for Goods that have not been delivered to you, We will refund these amounts to you.
- (c) Whether or not We have already started work on your Order for made-to-measure Goods by the time We have to cancel under clause 14(a), We will not charge you anything and you will not have to make any payment to Us.

## **15. INFORMATION ABOUT US AND HOW TO CONTACT US**

- 15.1 We are a company registered in England and Wales. Our company registration number is 03519207 and Our address is as set out in clause 1. Our registered VAT number is 718468407 .
- 15.2 If you have any questions or if you have any complaints, please contact Us. You can contact Us by telephoning or by e-mailing Us.
- 15.3 If you wish to contact Us in writing, or if any clause in these Terms requires you to give Us notice in writing, you can send this to Us by e-mail, by hand, or by pre-paid post. We will confirm receipt of this by contacting you in writing. If We have to contact you or give you notice in writing, We will do so by e-mail, by hand, or by pre-paid post to the address you provide to Us in the Order.

## **16. HOW WE MAY USE YOUR PERSONAL INFORMATION**

- 16.1 We will use the personal information you provide to Us to:
  - (a) provide the Goods;
  - (b) process your payment for such Goods; and
  - (c) inform you about similar products or services that We provide, but you may stop receiving these at any time by contacting Us.
- 16.2 You agree that We may pass your personal information to credit reference agencies and that they may keep a record of any search that they do.
- 16.3 We will not give your personal data to any other third party.

## **17. OTHER IMPORTANT TERMS**

- 17.1 We may transfer Our rights and obligations under these Terms to another organisation, and We will always notify you in writing if this happens, but this will not affect your rights or Our obligations under these Terms.
- 17.2 You may transfer the benefit of the guarantees in this agreement to any purchaser of your property. You may only transfer your other rights or your obligations under these Terms to another person if We agree in writing.
- 17.3 This contract is between you and Us. No other person shall have any rights to enforce any of its terms. However, the purchaser of your property will have the benefit of the guarantee but We and you will not need their consent to cancel or make any changes to these Terms.
- 17.4 These Terms shall comprise the entire contract between You and Us.
- 17.5 Any other terms, conditions or provisions oral or in writing shall be of no effect.
- 17.6 These Terms shall override and supersede any previous negotiations, or arrangement between You and Us.
- 17.7 You warrant that you have not been induced to enter into this contract by any representation other than one made in writing and only such a representation in writing shall bind Us.
- 17.8 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.
- 17.9 If We fail to insist that you perform any of your obligations under these Terms, or if We do not enforce Our rights against you, or if We delay in doing so, that will not mean that We have waived Our rights against you and will not mean that you do not have to comply with those obligations. If We do waive a default by you, We will only do so in writing, and that will not mean that We will automatically waive any later default by you.
- 17.10 These Terms are governed by English law. You and We both agree to submit to the non-exclusive jurisdiction of the English courts.