

Terms & Conditions

General

What these terms cover

The terms and conditions within this page cover the manufacture and supply services relating to Hawkers Ltd products. It is important you read this page in detail before you place your order with Hawkers Ltd T/A 'Hawker Joinery'. All goods and services will be sold under these terms and conditions unless otherwise agreed in writing by a director of Hawkers Ltd.

This page sets out the terms and conditions between Hawkers as the Seller (referred to as Hawkers or "we") and the client as the Buyer (referred to as "you").

How to contact us

Your order is with Hawkers Ltd, a company registered in England and Wales (Number) and our VAT number is (189 3066 73). Our head office and manufacturing facility are based at Whitworth Rd, Marston Industrial Estate, Frome, BA11 4BY. You can contact us by email at info@hawker-joinery.co.uk, by phone on 01225 858233 or by post.

Estimating and ordering

Providing costs

Hawkers will send you an estimate of required products at the estimate stage, detailing goods and prices. These may sometimes be expressed as a budget or provisional sum and if this is the case, a firm price will be provided once more detail is known.

Your quotation will specify how long prices are valid for and unless stated otherwise, this will be 14 calendar days subject to third party supplier increases. Hawkers will also seek to provide guidance on the availability of supplies specific to your project. Unless otherwise agreed in writing, no quotations are subject to any discount.

Accepting your order

When you confirm you would like to proceed with the estimate provided, you are confirming that you will purchase our goods or services and a contract will exist between both parties on the terms outlined in this document. It is your responsibility to check the accuracy of our quotation including any specification prior to placing your order.



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Declining your order

If Hawkers are unable to accept your order, we will inform you via email and no charge will be made. Reasons for this may include unavailability of materials, inability to meet the programme for unforeseen reasons or programme changes or because we have identified a pricing error within the estimate. We will always endeavour to offer alternates and would attempt to avoid declining an order.

Changing or cancelling the order

Your right to change the order

If you require Hawkers to make changes to your order please contact us as soon as possible. We will investigate the request and confirm if this is possible and if there are any time or cost implications. If the costs change as a result of the change, we will issue a revised quotation and will require approval of the changes in writing.

Your right to cancel the order

If the order is agreed to be terminated, we will refund the client in full for any part of the order where we haven't incurred cost. However, we will deduct from any monies paid all costs incurrent up to the point of cancellation. Depending on the size of the project and the amount of notice provided of cancellation, we may seek to recover monies for loss of profit due to the inability to fill the cancelled manufacturing slot with alternative work or for any other loss of profit and expense.

Our right to change or cancel the order

Hawkers may terminate the contract at any time if payment is not met by our contractual due date. In addition, if the customer has not provided Hawkers with critical information we need to manufacture the goods and complete the order, Hawkers reserves the right to terminate the contract. Hawkers would still charge for any costs incurred to this point. Hawkers will only make changes to the order either at your request or to reflect changes in relevant laws or statutory requirements.

If the order is not able to proceed after a 12 month delay which outside of Hawkers's control, we reserve the right to cancel the order and refund any monies paid less any costs incurred to date.

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Changes from samples or designs

If Hawkers supplies or agrees to match a sample or prototype for the project, we will endeavour to replicate this for the whole order. However, due to elements of our goods being handmade, material differences may occur within the manufacturing process which Hawkers won't be liable for within reasonable tolerances. Timber is a natural product and has inherent colour variations and whilst every effort is made to ensure the colour and grain matches with surrounding timbers, tolerances have to be allowed unless a 'book matched' finish has been specifically requested and priced for with the quotation.

We reserve the right to make any changes required to conform with safety or statutory requirements.

Changes to pricing

It is always possible that despite Hawkers's best efforts, some of the prices for products or services may be incorrect. If Hawkers accepts and processes the order where a pricing error has occurred, we will submit the revised costing to you but reserve the right to terminate the contract and refund any payments made.

Similarly, if price increases occur that are beyond our control after we have accepted the order, we will submit the revised costing to you but reserve the right to terminate the contract and refund any payments made.

Payment

Payment Terms

Terms will be agreed with you on placement of the order. These will include a deposit and stage payments or final balance unless otherwise agreed. We will normally require payment no later than 7 days from issuing an invoice.

Deposit payment

Hawkers will normally require a deposit payment and where this has been agreed, we will require this payment to be made before proceeding with design and ordering of materials. If payment isn't received in the required timescales, the contractual supply dates agreed may not be met.

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Balance payment

Hawkers will send you a balance invoice which will set out all outstanding payments required and dates to be received. Payments due prior to delivery/install must be made before the goods can be released. If you request delivery/installation dates to be moved, Hawkerc will endeavour to accommodate this but payment terms and dates for payment agreed at the time of order will still need to be adhered to.

Payment penalties

If payment isn't made by the agreed date, the contract may be cancelled, or goods may be suspended from delivery/installation. Hawkerc reserves the right to re-charge for any services that have incurred abortive costs as a result of this. Storage of goods for any period of more than 7 days beyond the agreed delivery/installation date will be chargeable.

In the event of payment not being made by the agreed date, interest may be charged at a rate of 4% above the base lending rate of Lloyds Bank plc. The interest will accrue daily from due date to the date when cleared funds have been received.

Changes to payment

If the rate of VAT changes between order date and date of supplying the goods, Hawkerc will adjust the VAT rate that you are liable to pay. If you have paid in full before this date, the order value will not be affected. If tariff changes are introduced for goods imported into the UK, Hawkerc reserves the right to pass the incremental cost to you, although we will strive to minimise any costs.

Reverse VAT for commercial client

If you are End User you are responsible for notifying us in writing that your VAT should be charged in the normal way. We will require written confirmation on this for each project we undertake for you. Unless we are otherwise informed, we will assume that domestic customer are End User for the purposes of section 55A VAT Act 1994 reverse charge for building and construction services and will charge VAT at the appropriate rate.

Measurements

Own measurement

If Hawkerc is manufacturing products to dimensions provided to us by you or your third party, you/the third party will take responsibility for these measurements being correct. Hawkerc do not take any responsibility for incorrect measurements provided.



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Site survey

Hawkers recommends a site survey is carried out by our trained surveyor to ensure we have accurate measurements prior to manufacture. A cost for this is provided in your estimation but if Hawkerc attend site at a prearranged date and time and cannot gain access or site is not ready to survey, an additional charge will be made to revisit site.

Collection, Delivery and Installation

Delivery address information

Hawkers will need full address and contact details for delivery and installation. If this changes significantly after our order is accepted, there may be a need to for an additional charge. All risk in the goods shall pass to you upon delivery/collection or upon installation if the order includes installation.

Collection

If goods are to be collected, a date/time will be arranged. If this date is requested to be rearranged for a period longer than 7 days after the agreed collection date, a storage charge will be applied and invoiced.

Title to goods

Hawkers will remain the owner of all goods which have been manufactured, supplied or fitted and Title in the goods shall not pass to you until Hawkerc has been paid in full for the goods. Hawkerc own the right to remove any of their property if payment is not received.

Delivery

Delivery is chargeable and if Hawkerc is delivering your products, the cost will already have been included within your estimate. However, if you have changed the requirement after placing the order, we will provide an additional cost for delivery. This will need to be paid before delivery takes place.

If Hawkerc attempts delivery on the agreed date and is unable to access the premises for reasons outside of our control, you will incur a redelivery charge. We will require agreement in writing to the additional charge prior to redelivery. If delivery is attempted but premises are unsafe to unload, we will need to re-schedule and this will also incur additional delivery costs. Storage of goods for any period of more than 7 days beyond the agreed delivery/installation date will be chargeable.

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If delivery cannot be made for reasons outside of our control, Hawkers will not be liable although will make every effort to minimise the effect of delays. If we fail to deliver for a reason outside of our control, our liability is limited to the cost of similar goods and not for installation.

Installation

Hawkers will install our products if required, and costs will be included within our quotation. The Hawkers installation team will leave site in a clean condition, clear of debris caused by our installation. Hawkers will not accept responsibility for any other onsite contractor's rubbish/material.

Hawkers may need to leave site without installing or fully completing installation for reasons outside of our control, which may include the site being unsafe, not ready for installation or having no suitable access. On these occasions, we will re-schedule installation which will incur an additional charge which will need to be agreed before we re-attend.

Limitation of liability

Risk of damage or loss to goods passes to you once goods are delivered or collected. Hawkers will not be liable for any damage caused by unforeseen incidents on site outside of our control.

Except in case of death or personal injury caused by Hawkers's negligence, we will not be liable to you for any liquidated or ascertained damages or any loss (including loss of profit), costs, damages, charges or expenses incurred by you or for any loss of damage to or caused by the goods or services supplied.

Hawkers is under no liability in respect of defects in goods or installation arising from drawing, design or specification supplied by you. Hawkers is under no liability in respect of any defect in goods or installation arising from wear and tear, wilful damage, negligence, abnormal working conditions, failure to follow our care instructions, misuse of alteration of goods by you.

Hawkers is under no liability if the total price of goods and installation has not been paid by the due date.

Project photographs

Hawkers reserves the right to take or use photos take of our joinery either on our premises or fitted on site. Please advise at time of order or in writing during the project if you would not like these used on our social media or website.

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Additional Terms

If a court finds part of this contract illegal, the rest will continue in force.

Each of the paragraphs of these terms operate separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.

Even if Hawkers delays in enforcing this contract, Hawkers can still enforce it later

If Hawkers does not insist immediately that you do something you are required to do under these terms or if Hawkers delays in taking steps against you in respect of breaking this contract, that will not mean that you do not have to do these things and it will not prevent us from taking steps against you at a later date. For example, if you miss a payment and we do not chase for payment and continue to provide the products, we can still require you to make the payment later.

Which laws apply to this contract and where you may bring legal proceedings

These terms are governed by English law and you can bring legal proceedings in respect of the goods and services in the English courts. If the client is based in Scotland, legal proceedings in response to the goods and services can be brought in either the Scottish or the English courts. If the client is based in Northern Ireland, legal proceedings can be brought in respect of the goods and services in either the Northern Irish or the English courts.

Insolvency of client

In the following circumstances, Hawkers is entitled to cancel the contract or suspend further deliveries or installation and price for any goods delivered or installed becomes immediately due. This will apply if the client goes into administration, liquidation or is bankrupt; if the receiver is appointed to seize assets; if client ceases to carry on business; or if Hawkers reasonably believes these events might occur.

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