



Terms and Conditions for Supply of Bespoke Joinery

Effective date: 20th Of November 2025

Supplier: The Softwood Stairs Company

Customer: The person or business named on the Order Confirmation ("the Customer")

1. Formation of Contract

A contract is formed when the Company issues a written Order Confirmation or when the Customer pays the deposit specified in the quotation, whichever occurs first. The Order Confirmation, these Terms and Conditions, and any agreed specification or drawings form the entire agreement.

2. Price and Payment

2.1 Price

All prices are exclusive of VAT unless stated otherwise. Additional costs (site works, scaffolding, specialist finishes, access charges) are payable in addition to the quoted price.

2.2 Deposit

A 50% deposit of the total contract price is required to place all bespoke joinery orders into manufacture. The deposit must be paid before work commences or materials are ordered.

2.3 Final Payment

The remaining 50% is due on completion or prior to delivery/installation as stated in the Order Confirmation. Title to the goods remains with the Company until full payment is received.

2.4 Late Payment

Late payments may incur interest at the statutory rate and any costs reasonably incurred in recovering overdue sums.



3. Manufacture, Lead Times and Changes

3.1 Custom Manufacture

All goods are bespoke and manufactured to the Customer's specification. Once production has started, orders cannot normally be amended.

3.2 Lead Times

Lead times are estimates. The Company will use reasonable endeavours to meet quoted lead times but is not liable for delays caused by suppliers, force majeure, or events outside its control.

3.3 Drawings and Approvals

The Customer must approve final drawings and specifications prior to manufacture. The Company is not responsible for errors arising from Customer-approved drawings.

4. Delivery, Installation and Site Conditions

4.1 Delivery & Installation

Delivery and/or installation will be at the address specified in the Order Confirmation. The Customer must ensure safe and reasonable access, power, and working conditions. Additional charges may apply for restricted access or additional site works.

4.2 Risk and Title

Risk passes to the Customer on delivery. Title remains with the Company until full payment is received.

4.3 Inspection

The Customer must inspect goods on delivery and notify the Company of visible damage or shortages within 48 hours. Failure to notify will be deemed acceptance.



5. Natural Materials and Variations

5.1 Natural Variation

Where natural materials (including but not limited to solid timber, veneers, and laminates) are used, the Customer acknowledges that variations in grain, knots, laminations, texture, and colour are inherent and to be expected. These variations are not defects.

5.2 Colour and Grain

Colour, tone, and grain patterns may differ between samples, batches, and individual pieces. The Company will endeavour to match samples and adjacent items where reasonably practicable, but exact matches cannot be guaranteed.

5.3 Knots, Fillers and Laminations

Knots, natural splits, and laminations may be present and may be filled or stabilised as part of the finishing process. Such treatments are standard practice and are not considered faults.

5.4 Customer Responsibility

The Customer should review samples and approve finishes and materials prior to manufacture. Once manufacture has commenced, the Company will not accept claims based on natural variations that were visible or reasonably foreseeable from approved samples or drawings.

5.5 Remedies Excluded for Natural Variation

Natural variations in appearance, minor surface blemishes, or differences in colour or grain that arise from the use of natural materials are not grounds for return, refund, or other contractual remedies.



6. Cancellation, Returns and Refunds

6.1 Cancellation by Customer

If the Customer cancels an order after manufacture has commenced, the Company may retain sums to cover costs incurred. If cancellation occurs before manufacture begins, the Company may retain a reasonable administration fee.

6.2 Deposit Refunds

Deposits are refundable provided that no materials have been ordered for the Contract. If materials have been ordered prior to cancellation, the Company may deduct the reasonable cost of those materials from the deposit; any remaining balance will be refunded to the Customer. The Company will provide an itemised statement of any material costs deducted upon request.

6.3 Returns

Bespoke goods are non-returnable.

7. Liability and Insurance

7.1 Limitation of Liability

The Company's liability for direct loss arising from or in connection with the supply of goods or services under this contract is limited to the total contract price. The Company shall not be liable for any indirect, special, or consequential losses, including but not limited to loss of profit, loss of business, loss of revenue, loss of goodwill, or any economic loss. Nothing in these Terms limits or excludes liability for death or personal injury caused by the Company's negligence, or for any other liability which cannot be limited or excluded by applicable law.

7.2 Insurance

The Company maintains public liability insurance and will provide details on request.



8. Intellectual Property and Data Protection

8.1 Intellectual Property

All drawings, designs, and specifications produced by the Company remain the Company's intellectual property unless otherwise agreed in writing.

8.2 Data Protection

Customer data will be processed in accordance with applicable data protection law and used to fulfil the contract and related communications.

9. Force Majeure and General

9.1 Force Majeure

The Company is not liable for failure to perform where such failure is caused by circumstances beyond its reasonable control.

9.2 Governing Law

These Terms are governed by the laws of England and Wales. The parties submit to the exclusive jurisdiction of the English courts.

9.3 Contact

For queries, complaints, or notices contact: softwoodstairsco@outlook.com

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