

**Please read all these terms and conditions.**

As we can accept your order and make a legally enforceable agreement without further reference to you, you must read these terms and conditions to make sure that they contain all that you want and nothing that you are not happy with. If you are not sure about anything, just phone us on 01799 599995.

**Application**

1. These Terms and Conditions will apply to the purchase of products and/or joinery service provided (“the Goods”). We are Bluerun Limited a company registered in England and Wales under number 02658200 whose registered office is at Bluerun Limited, Unit 3 Wrights Yard, Top Road, Wimbish, Saffron Walden, CB10 2XJ, with email address [dee@bluerunltd.co.uk](mailto:dee@bluerunltd.co.uk); telephone number 01799 599995; (the Supplier or us or we).

2. These are the terms on which we sell all Goods/ Services to you. By ordering any of the Goods/ Services, you agree to be bound by these Terms and Conditions. By emailing your instructions or paying a deposit invoice you are confirming you accept our terms and conditions and will adhere to our terms of the contract. You can only purchase the Goods if you are eligible to enter into a contract and are at least 18 years old.

**1. PRICE AND PAYMENT**

1.1. The price for the Goods (“the Price”) shall be the price as stated on the quotation or estimate provided by Bluerun Limited, or such other price as the parties may agree in writing or orally.

1.2. For a “supply only” sale, i.e. where items are sold without installation at the Customer’s property, before any works commence a non-refundable deposit of 50% of the total estimate or quotation to be paid to Bluerun Limited. Once the deposit has been paid this will then enable us to schedule drawing works for customer approval where appropriate, once approval has been given by the Customer an approximate Collection/Delivery date will be given. On completion of works, a Balance invoice will be issued for the remaining 50% of the total estimate or quotation. Payment of the Balance shall be made by the Customer upon collection of the goods from our workshop or upon delivery. Until monies have been paid no items will be released.

1.3. For an “installation” sale, i.e. where items are installed or work is carried out at the Customer’s property, before any works commences a non-refundable deposit of 50% of total estimate or quotation to be paid to Bluerun Limited. Once deposit has been paid this will then enable us to schedule drawing works for customer approval where appropriate, once approval has been given by the Customer approximate manufacturing and fitting dates will be advised. Once we have manufactured the joinery items in our workshop, Bluerun Limited will send the Customer an invoice for 50% of job total value, this must be paid by the Customer within 14 days of the date of the invoice. If for any reason Bluerun Limited feel uncertain on receiving balance payment the interim invoice will be 70% of job total value and payment must be cleared before installation takes place.

1.4. Bluerun Limited 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.

1.5. Deposits are held for a maximum of 12 months after which if the company is unable to start work through no fault of its own the contract is cancelled unless specifically agreed in writing.

1.6. Refunds will be offered solely at the discretion of the Company. Once a refund has been approved by the company then it will be processed normally within 28 days.

1.7. Any cancellation by the Customer verbal or in writing after the deposit is taken will incur the full cost of the project by the Customer.

1.8. Reverse VAT for Commercial end user.

1.8.1. All businesses have the responsibility to confirm in writing to us that they are an End User and that VAT should be charged in the normal way.

1.8.2. We will require written confirmation from each End User on each project.

1.9. Domestic End User.

1.9.1. We assume that you, the Customer, is an End User for the purposes of section 5 5 A VAT Act 1994

reverse charge for building and construction services and we will charge VAT at the appropriate rate unless you inform us otherwise.

## **2. QUOTATIONS**

2.1 Any quotation provided by Bluerun Limited shall be valid for acceptance by the Customer for a period of 14 days from the date of the quotation, and Bluerun Limited shall be required to accept an order based on the quotation within this 14 day period.

2.2 The price quoted is exclusive of VAT and all costs or charges in relation to packaging, loading, unloading, carriage and insurance (if applicable) which shall be due at the rate ruling on the date Bluerun Limited invoice unless included within our quotation.

2.3 Unless otherwise agreed in writing, no quotation shall be subject to any discount.

## **3. GOODS**

3.1 All Goods shall be required to conform to the specification in the order for Goods by the Customer as accepted by Bluerun Limited or as otherwise expressly agreed in writing or orally.

3.2 Any order for Goods sent by the Customer to Bluerun Limited shall be deemed to be accepted subject to the Conditions contained herein.

3.3 Each order for Goods accepted by Bluerun shall be deemed to be an individual legally binding contract between the parties.

3.4 Unless permission is denied in writing by the Customer, Bluerun may use photographs within their Social Media pages, advertising or website of the finished goods, with measures taken to ensure the location of the property (if image has been taken of installed goods) is removed or obscured. Images taken of finished goods within our own workshops may also be used, but we do not require the Customer's permission for these.

## **4. DELIVERY**

4.1 The Customer shall be deemed to have accepted the Goods upon completion of the "installation" work, or upon delivery or collection for a "supply only" sale.

4.2 Bluerun Limited 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 a "supply only" sale or in "installation" work if the delay or failure was due to any cause beyond Bluerun Limited reasonable control.

4.3 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.

4.4 If Bluerun is unable to deliver the Goods for reasons outside its control, Bluerun Limited shall be entitled, at the Customer's expense, to place the Goods in storage until such time as the Goods may be delivered.

4.5 Any cancellation of an order must be sent by the Customer to Bluerun Limited in writing. The Customer is liable to be charged for any materials ordered or work completed for an order at the time of cancellation.

4.6 Whilst Bluerun Limited is pleased to undertake insurance work, this is only done on the understanding that the Customer is responsible for paying Bluerun invoice, not the insurance company. Bluerun Limited is unable to deal with insurance companies direct.

## **5. TITLE TO GOODS**

5.1 Bluerun 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.

5.2 Notwithstanding delivery, title in the Goods shall not pass to the Customer until Bluerun has been paid in full for the Goods. Nothing in this Clause shall prevent Bluerun from raising an action against the Customer for payment of the Goods.

5.3 The title of any unwanted items removed by Bluerun as debris or rubbish from the Customer's property transfers immediately to Bluerun.

5.4 Bluerun will remain the owner of all goods which have been manufactured, supplied or fitted, this

will only change once payment has been received in full for the balance, Bluerun Limited own the right to remove any of their property if payment is not received.

## **6. DAMAGE IN TRANSIT**

6.1. Upon serving notice within 24 hours of delivery to Bluerun, the Customer shall be entitled to replacement Goods or items repaired if Bluerun is reasonably satisfied that the Goods have been damaged during transportation arranged by Bluerun.

## **7. GUARANTEE**

7.1. Where the Goods have been manufactured by Bluerun Limited and are found to be defective, or installation work by Bluerun Limited is found to be defective, Bluerun Limited shall repair or, in its sole discretion, replace defective Goods free of charge upon the following conditions:

7.1.1. the Customer giving notice of the defect within 5 days of the defect coming to the Customer's attention;

7.1.1.1. such notice being served within 7 days of delivery or collection for a "supply only" sale, or within 6 months of the date of the balance invoice for "installation" work;

7.1.2. All external joinery must be fully decorated within 1 week of delivery/installation and then at regular intervals thereafter.

7.1.3. the defect being due to Bluerun faulty design, workmanship or materials;

7.1.4. the Customer having complied with Bluerun oral or written instructions as to storage, installation, use or maintenance of the Goods or in accordance with good trade practice; and

7.1.5. the defect is not due to rot or insect attack of joinery items as specified in Clause 9.3.

7.2. Any Goods to be repaired or replaced under Clause 7.1 for a "supply only" sale shall be delivered to Bluerun at the Customer's expense.

7.3. Where the Goods have been manufactured by a third party Bluerun shall where possible pass on to the Customer the benefit of any warranty in respect of the Goods granted to Bluerun by such third party. This includes items such as double-glazing units and UPVC items.

## **8. LIMITATION OF LIABILITY**

8.1. Subject to Bluerun liability under Clause 5 and subject to Clause 11 Bluerun 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.

8.2. 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, Bluerun grants no warranties regarding fitness for purpose, use, quality or nature of the Goods whether express or implied by statute or common law.

8.3. Subject to Clause 11 the liability of Bluerun under this Agreement howsoever arising shall not exceed the Price.

8.4. Bluerun Limited cannot be held responsible if any damage is caused to walls, floors, ceilings, paint work during the installation period. (ex. Removing of existing door frame disturbs, cracks or removes plaster on wall), we will where possible repair the damaged but not deemed responsible to repair.

## **9. JOINERY WORK**

9.1. For a "supply only" sale, the Customer is responsible for the accuracy of sizes requested. Any amendments to joinery items ordered due to inaccurate sizes will be charged for.

9.2. Whilst every attempt is made to eliminate the expansion of external joinery items such as gates, doors and windows by allowing a certain amount of clearance, Bluerun Limited is not liable for any expansion or swelling of these items.

9.3. Unless otherwise stated, staining, spraying or painting of joinery items is not included in the estimated or quoted price.

9.4. 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 unless a "book matched" product has been asked for, which is normally extra to a

standard quote.

9.5. Bluerun do an amount of “machine only” works for Customers, and unless a cutting list is provided with all boards fully marked, then we cannot be held responsible for elements of waste within the material supplied. We also abide within the standard tolerances within the timber trade, which allows for (+-) 0.5 mm within machine works. We will make the Customers aware if we feel the timber supplied is substandard for the works proposed.

## **10. SPECIFIC GOODS**

10.1 Joinery Items; where 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. 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 Bluerun cannot accept responsibility for Goods which are not treated as recommended after sale. All external joinery must be fully decorated within 1 week of delivery/installation and then at regular intervals thereafter.

10.2 Subject to the Customer complying with Clause 10.1 – this guarantee does not apply to doors, windows or joinery which swell/shrink due to intake of excessive moisture or any other neglect or misuse on the part of the Customer after sale. Bluerun 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. GENERAL**

11.1. Nothing in these Conditions shall be construed so as to exclude or limit the liability of Bluerun for breach of the warranties contained in Clause 5 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 Bluerun and the Customer for the sale and purchase of the Goods incorporating these Conditions.

11.2. Nothing contained in these Conditions shall be construed so as to limit or exclude the liability of Bluerun for death or personal injury as a result of Bluerun fraudulent misrepresentation, negligent actions or those of its employees or agents.

11.3. You may not use our goods for any illegal or unauthorized purpose nor may you, in the use of the Service, violate any laws in your jurisdiction (including but not limited to copyright laws).

11.4. You agree not to reproduce, duplicate, copy, sell, resell or exploit any portion of the Service, use of the Service, or access to the Service or any contact on the website through which the service is provided, without express written permission by us.

## **12. DEFAULT BY CUSTOMER**

12.1 If the Customer shall commit default in or commit any breach of its obligations to Bluerun Limited, 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 Bluerun 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.

## **13. CHANGE CONTROL**

13.1. If either party requests a change to the scope or execution of the services, Bluerun Limited shall, within a reasonable time, provide a written estimate to the Customer of:

- A. the likely time required to implement the change;
- B. any variations to Bluerun Limited charges arising from the change; and
- C. any other impact of the change on the terms of the contract.

13.2. If the Customer wishes Bluerun Limited to proceed with a change, Bluerun Limited has no obligation to do so unless and until the parties have agreed in writing on the necessary variations to its charges and any other relevant terms of the contract to take account of the change.

13.3. Bluerun Limited will request a 50% deposit or add the value of the variation to the remaining payments due for any variations, variation need to be approved in writing.

13.4. Bluerun Limited may charge for its time spent in assessing a request for change from the Customer at its standard daily/hourly fee rates.

#### **14. Governing law, jurisdiction and complaints**

14.1. The Contract (including any non-contractual matters) is governed by the law of England and Wales.

14.2. Disputes can be submitted to the jurisdiction of the courts of England and Wales or, where the Customer lives in Scotland or Northern Ireland, in the courts of respectively Scotland or Northern Ireland.

14.3. We try to avoid any dispute, so we deal with complaints in the following way: If a dispute occurs customers should contact us to find a solution. We will aim to respond with an appropriate solution within 7 working days.

#### **15. Prohibited Uses**

15.1. In addition to other prohibitions as set forth in the Terms of Service, you are prohibited from using the site or its content:

a. for any unlawful purpose.

b. to solicit others to perform or participate in any unlawful acts.

c. to violate any international, federal, provincial or state regulations, rules, laws, or local ordinances.

d. to infringe upon or violate our intellectual property rights or the intellectual property rights of others.

e. to harass, abuse, insult, harm, defame, slander, disparage, intimidate, or discriminate based on gender, sexual orientation, religion, ethnicity, race, age, national origin, or disability.

f. to submit false or misleading information.

g. to upload or transmit viruses or any other type of malicious code that will or may be used in any way that will affect the functionality or operation of the Service or of any related website, other websites, or the Internet.

h. to collect or track the personal information of others.

i. to spam, phish, pharm, pretext, spider, crawl, or scrape.

j. for any obscene or immoral purpose.

k. to interfere with or circumvent the security features of the Service or any related website, other websites, or the Internet.

l. We reserve the right to terminate your use of the Service or any related website for violating any of the prohibited uses.

#### **16. Privacy**

16.1. Your privacy is critical to us. We respect your privacy and comply with the General Data Protection Regulation with regard to your personal information.

16.2. These Terms and Conditions should be read alongside, and are in addition to our policies, including our privacy policy and cookies policy.

16.3. For the purposes of these Terms and Conditions:

a. 'Data Protection Laws' means any applicable law relating to the processing of Personal Data, including, but not limited to the Directive 95/46/EC (Data Protection Directive) or the GDPR.

b. 'GDPR' means the General Data Protection Regulation (EU) 2016/679.

c. 'Data Controller', 'Personal Data' and 'Processing' shall have the same meaning as in the GDPR.

d. We are a Data Controller of the Personal Data we Process in providing Goods to you.

16.4. Where you supply Personal Data to us so we can provide Goods to you, and we Process that Personal Data in the course of providing the Goods to you, we will comply with our obligations imposed by the Data Protection Laws:

- a. before or at the time of collecting Personal Data, we will identify the purposes for which information is being collected;
  - b. we will only Process Personal Data for the purposes identified;
  - c. we will respect your rights in relation to your Personal Data; and
  - d. we will implement technical and organisational measures to ensure your Personal Data is secure.
- 16.5. For any enquiries or complaints regarding data privacy, you can contact our Data Protection Officer at the following e-mail address: [dee@bluerunltd.co.uk](mailto:dee@bluerunltd.co.uk).

## **17. Links to other websites**

17.1. This website may contain links to other websites operated by third parties (“Third Party Websites”). Those Third Party Websites are not under the control of Bluerun Ltd, and Bluerun Limited does not endorse and is not responsible for any material on, or linked to from, Third Party Websites (“Third Party Material”).

17.2. In particular, and to the extent permitted by law, Bluerun Limited makes no warranties or representations:

- a. regarding the quality, accuracy, merchantability or fitness for purpose of Third Party Material or products or services available through Third Party Websites; or
- b. that Third Party Material does not infringe the intellectual property rights of any corporation, organisation or person. Bluerun Ltd is not authorising the reproduction of Third Party Material by linking material on this website to Third Party Material.

## **18. Trade marks, copyright and linking to this website**

18.1. “Bluerun Limited,” and all associated trademarks used on this website are registered or pending trademarks of Bluerun Limited and/or its related entities. Copyright in the material on this website is owned or licensed by Bluerun Limited.

18.2. Except where necessary for viewing material on this website on your browser, or as permitted under the Copyright Act 1968 (Cth)

## **19. Changes to Terms and Conditions**

19.1. You can review the most current version of the Terms and Conditions at any time at this page.