

CLIFFORD JONES TIMBER LIMITED

Terms and Conditions of Guarantee

1. Terms and Conditions

- 1.1 This document tells You the terms and conditions on which We, Clifford Jones Timber Limited, will provide You with the Guarantee for CJT Products.
- 1.2 Please read these terms and conditions carefully before you register the Guarantee. **Please note that the Guarantee will not be valid and you will not be able to make a Claim under it, unless you have registered the Guarantee in accordance with paragraph 8 below and you have complied with the terms and conditions set out below.**
- 1.3 **Your attention is particularly drawn to paragraphs 4, 5, 6 and 7 below.**
- 1.4 For the avoidance of doubt, the Customer shall have no right of action, claim or otherwise against Mole Valley Farmers Limited and/or any member of its Group under the terms of this Guarantee.

2. Information About Us

- 2.1 We, Clifford Jones Timber Limited, are a limited company registered in England and Wales with company number 00859710 and have Our registered office address and main trading address at Brickfield Lane, Ruthin Denbighshire, LL15 2TN.

3. Interpretation

In these terms and conditions, the following definitions will apply:

"Applicable Percentage of Claim" means the relevant percentage of the Your Claim for which We agree to be responsible for under the Guarantee calculated by reference to the years that have elapsed between the Date of Origin and the date that the Claim is made pursuant to paragraph 9.

"BRE" Means the Building Research Establishment, Watford.

"CJT Products" means all timber products manufactured and supplied by Us to Mole Valley Farmers Limited and/or any member of its Group treated with the Tanalith E8000 Technology to ground contact HC4 and also Non Ground contact HC3 rail material which is also treated with Tanalith 8000 which is installed for that purpose only

but excluding any products:
- treated with the Tanalith E8000 Technology that are not to ground contact HC4 or rail material HC3; or
- that are not treated with the Tanalith E8000 Technology; or
- any products not manufactured and/or supplied by Us e.g. stock fencing, barbed wire.

"Claim"	means any claim covered by the terms and conditions of the Guarantee made in accordance with paragraph 9 for CJT Products that have suffered a Failure
"Consumer"	means You, the Customer who is a natural person not acting in the course of any business, using the CJT Products for private, non-commercial use and who receives the benefit of the protection afforded by English consumer protection legislation.
"Date of Origin"	means the date stamped on the CJT Product by Us.
"Failure"	means any damage to the CJT Product which subject to proven investigation by either Us (or in the event of any dispute by an approved independent assessor from TRADA or BRE or any other recognised professional body in accordance with paragraph 9.6) is caused as a direct result of fungal or insect attack which results in the CJT Product no longer being fit for purpose within a period of 15 years from the Date of Origin.
"Group"	in relation to a company, that company, any subsidiary or holding company from time to time of that company, and any subsidiary from time to time of a holding company of that company.
"Guarantee"	means the guarantee provided to You by Us as set out in paragraph 4.2 in accordance with these terms and conditions.
"Installation"	means the CJT Products placed in their original installation location (as defined by ONS coordinates upon registration of the Guarantee) by or on behalf of You at the site that You own, use or occupy.
"Proof of Purchase"	means a valid fully paid invoice issued by Mole Valley Farmers Limited and/or any member of its Group for CJT Products used in the Installation.
"Tanalith E8000 Technology"	means the chemicals used to treat the CJT Products during manufacture.

"TRADA"	means the Timber Research and Development Association, a company limited by guarantee registered in England and Wales with company number 05086432 whose registered office is at Grafton House, Bullshead Yard, Alcester, Warwick B49 5BX.
"We"/ "Our" /"Us"	means Clifford Jones Timber Limited a company registered in England and Wales with company number 00859710 whose registered office is Brickfield Lane, Ruthin Denbighshire, LL15 2TN.
"You"/"Your"	means you, the customer who purchases CJT Products directly or indirectly via a third party supplier from Mole Valley Farmers Limited and/or any member of its Group for Installation by or on behalf of You, the customer and who is entitled to register the Guarantee, whether you are acting in the course of a business or acting as a Consumer.

4. The Guarantee - (What it covers) – Businesses

Your attention is particularly drawn to this paragraph.

- 4.1 This clause does not apply if you are acting as a Consumer. Please see clause 5 below.
- 4.2 Subject to these terms and conditions, We will guarantee for a period of 15 years from the Date of Origin of the CJT Product, any CJT Product at an Installation that suffers Failure.
- 4.3 The Guarantee is limited to You only and subject always to paragraph 4.5 below is limited to the re-supply of like for like replacement CJT Products together with reasonable costs of installation calculated in accordance with the Applicable Percentage of Claim as set out in paragraph 4.5 below. Save for in accordance with clause 13.1 below the Guarantee is not transferable. This represents Your exclusive remedy and excludes all other damages costs or losses associated with the Failure of the CJT Product to the fullest extent permitted by law.
- 4.4 We shall under no circumstances whatsoever be liable to You, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of profit, or any indirect or consequential loss arising under or in connection with the CJT Products and/or the Installation, save that nothing in these terms and conditions shall limit or exclude Our liability for:
- (a) death or personal injury caused by Our negligence, or the negligence of Our employees, agents or subcontractors (as applicable);
 - (b) fraud or fraudulent misrepresentation; and
 - (c) breach of the terms implied by section 12 of the Sale of Goods Act 1979.

- 4.5 Subject to these terms and conditions, Our liability under this Guarantee is limited to the re-supply and reasonable removal costs of CJT Products suffering a Failure and installation costs of replacement CJT Products strictly in accordance with the scale set out below:
- 4.6 Products that fail as defined by the term "Failure" in clause 3, shall be replaced as "old for new."

Sliding percentage scale will cover Removal/Reinstall Costs

%

Compensation

Period

100.00	%	During 1st Year
93.33	%	Compensation after 1 year
86.67	%	Compensation after 2 years
80.00	%	Compensation after 3 years
73.33	%	Compensation after 4 years
66.67	%	Compensation after 5 years
60.00	%	Compensation after 6 years
53.33	%	Compensation after 7 years
46.67	%	Compensation after 8 years
40.00	%	Compensation after 9 years
33.33	%	Compensation after 10 years
26.67	%	Compensation after 11 years
20.00	%	Compensation after 12 years
13.33	%	Compensation after 13 years
6.67	%	Compensation after 14 years
0.00	%	Compensation after 15 years

5. The Guarantee - (What it covers) – Consumers

Your attention is particularly drawn to this paragraph.

- 5.1 This clause does not apply if you are acting in the course of your business. Please see paragraph 4 above.
- 5.2 Subject to these terms and conditions We will guarantee for a period of 15 years from the Date of Origin of the CJT Product any CJT Product at an Installation that suffers Failure.
- 5.3 The Guarantee is limited to You only and subject always to paragraph 5.6 below is limited to the re-supply of like for like replacement CJT Products together with reasonable costs of installation calculated in accordance with the Applicable Percentage of Claim as set out in paragraph 5.6 below. Save for in accordance with clause 13.1 below the Guarantee is not transferable. This represents Your exclusive remedy and excludes all other damages costs or losses associated with the Failure of the product to the fullest extent permitted by law.

- 5.4 We shall under no circumstances whatsoever be liable to You for any loss or damage that is not foreseeable. Loss or damage is only foreseeable if it were an obvious consequence of Our breach of these terms and conditions or if they were contemplated by You and Us at the point of Installation of the CJT Products.
- 5.5 Nothing in these terms and conditions shall limit or exclude Our liability for:
- (a) death or personal injury caused by Our negligence, or the negligence of Our employees, agents or subcontractors (as applicable);
 - (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) damage to Your private property caused by defective goods under the Consumer Protection Act 1987.
- 5.6 Subject to these terms and conditions and any other legal rights available to You, Our liability under this Guarantee is limited to the re-supply and reasonable removal costs of CJT Products suffering a Failure and installation costs of replacement CJT Products strictly in accordance with the scale set out below:
- 5.7 Products that fail as defined by the term "Failure" in clause 3 shall be replaced as "old for new."

Sliding percentage scale will cover Removal/Reinstall Costs

%	Compensation	Period
100.00	%	During 1st Year
93.33	%	Compensation after 1 year
86.67	%	Compensation after 2 years
80.00	%	Compensation after 3 years
73.33	%	Compensation after 4 years
66.67	%	Compensation after 5 years
60.00	%	Compensation after 6 years
53.33	%	Compensation after 7 years
46.67	%	Compensation after 8 years
40.00	%	Compensation after 9 years
33.33	%	Compensation after 10 years
26.67	%	Compensation after 11 years
20.00	%	Compensation after 12 years
13.33	%	Compensation after 13 years
6.67	%	Compensation after 14 years
0.00	%	Compensation after 15 years

6. Conditions of the Guarantee - (what You must do or not do)

Your attention is particularly drawn to this paragraph.

6.1 The Guarantee is subject to Your strict compliance with the following conditions:

- (a) You must register the Guarantee with Us in accordance with paragraph 8 below.
- (b) CJT Products must be installed strictly in accordance with the Fencing Contractors Association Guidelines as applicable at the date of Installation, details of which are available via www.fencingcontractors.org.
- (c) CJT Products must be installed as per the Clifford Jones Timber and Lonza Code of Practice as applicable at the date of Installation available via www.lonzawood.com (then Click onto Treated Timber User Guide – TANALITH E
- (d) You must provide Proof of Purchase.
- (e) You must comply with the Claims procedure set out at paragraph 9 below.
- (f) Any CJT Products that are cross cut, notched or bored during installation must have all exposed surfaces liberally brushed with Ensele Wood preservative in accordance with the directions on the Ensele Wood preservative product label.
- (g) In the event that CJT products are cut down or shortened (which for the avoidance of doubt should be avoided) under no circumstances should the cut end come into direct contact with the ground even following the application of Ensele referred to at 6.1 (f) above.
- (h) CJT Products must remain in the original Installation location.
- (i) Fence posts must not be pointed after being pressure treated.

6.2 Failure to comply with paragraphs 6.1 (a) to 6.1 (i) will invalidate this Guarantee and you will not be able to make any Claim.

7. Exclusions - (what is not covered)

Your attention is particularly drawn to this paragraph.

7.1 Any CJT Products used or installed outside of the United Kingdom, Eire, the Channel Isles or the Isle of Man; and/or

7.2 Any CJT products removed from their original Installation location and reinstated; and /or

7.3 Any CJT products not installed in accordance with paragraph 0 above; and/or

- 7.4 Any CJT Product treated or painted or coated with any product not approved in accordance with paragraph 0 above; and/or
- 7.5 Any workmanship by or on behalf of You during the Installation or any subsequent repair or re instatement; and/or
- 7.6 Any failure which is not caused as a direct result of fungal or insect attack which results in the CJT Product no longer being fit for purpose within a period of 15 years from the Date of Origin; and/or
- 7.7 Any failure of non CJT Products or components used in the Installation; and/or
- 7.8 Failure following a repair or alteration to the CJT Product by or on behalf of the Customer; and/or
- 7.9 Any CJT Products which have been used for any purpose for which they were not designed and manufactured; and/or
- 7.10 Any CJT Products that have been subject to prolonged adverse weather conditions including but not limited to flooding, frost and wind damage; and/or
- 7.11 Any CJT Product that is installed in a location where there is direct water contact (salt or fresh water); and/or
- 7.12 Any Claim that is rejected under paragraph 6 below; and/or
- 7.13 Any Claim under a Guarantee that is not registered in accordance with paragraph 8 below
- 7.14 For the avoidance of doubt, any other type of loss or damage which is limited or excluded elsewhere in these terms and conditions, including at paragraphs 4.2, 4.3, 4.5, 5.2, 5.3, and 5.6 above.

8. Registration of Guarantee

- 8.1 You must register the Guarantee via www.cjtimber.com You shall only be entitled to register one Guarantee per Installation. If you prefer, You can request a hard copy Guarantee form from Us which must be completed and returned by post to *Clifford Jones Group Sales Department Brickfield Lane Ruthin Denbighshire LL15 2TN*. Registration must be received by Us within 28 days of the date of Installation to be valid.
- 8.2 You must provide all the information required to register the Guarantee. You warrant that the information provided during registration process is complete and accurate to the best of your knowledge.
- 8.3 The registration of any Guarantee does not limit in any way Our right to reject a Claim under paragraph 9 below.

9. Claims

- 9.1 You must make a Claim using Our standard Guarantee Claim form which is available via [www.cjtimber.com or can be requested in hard copy by writing to Us at CJT, Brickfield Lane Ruthin. Denbighshire LL15 2TN] Any Claim must be received by Us within 90 days of the date that You identify the possible Failure.
- 9.2 The Claim form must include the following information;
- (a) Proof of Purchase;
 - (b) details of Date of Origin;
 - (c) details of Failure; and
 - (d) photographic evidence of Failure.
 - (e) **Under no circumstances shall You send CJT Products or samples of parts thereof or samples of any fungus, insect or surrounding ground material directly to Us.**
- 9.3 We shall investigate the Claim within 30 days of receipt of Our completed Guarantee Claim form. You shall grant or will procure the grant to Us of the right to enter the Installation site and the right for Us to take samples and photographic evidence from the Installation site.
- 9.4 You shall provide any further reasonable information requested by Us as part of the investigation of any Claim under this paragraph 9.
- 9.5 We shall report to You with the results of Our investigation within 60 days of the commencement of such investigation.
- 9.6 In the event that You dispute the outcome of Our investigation in writing within 14 days of Our report referred to at paragraph 9.5 above, We will appoint an independent assessor TRADA or BRE or any other recognised professional body suitably qualified to investigate the Failure and report their decision to You within 90 days of the notification of the dispute being received by Us. The decision of the independent assessor shall be final.
- 9.7 If We fail to insist that you perform any of Your obligations under these terms and conditions, 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.

10. Acknowledgements by You

- 10.1 You acknowledge that you have read and understood these terms and conditions.
- 10.2 Nothing in these terms and conditions shall affect Your legal rights which are implied into the contract between You and Us for Your own protection. If you are acting as a Consumer, you can find further information about such legal rights from the Citizen's Advice Bureaux or the Office of Fair Trading.

- 10.3 For the avoidance of doubt, the personal data provided by You shall only be used by Us for the purpose of the registration of the Guarantee and/or any Claim made under the Guarantee or as required in relation to these terms and conditions. We will not give Your personal data to any other third party.

11. Events Outside Our Control

- 11.1 We will not be liable or responsible for any failure to perform, or delay in performance of, any of Our obligations under these terms and conditions that is caused by an Event Outside Our Control.
- 11.2 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.
- 11.3 If an Event Outside Our Control takes place that affects the performance of Our obligations under these terms and conditions:
- (a) We will contact You as soon as reasonably possible to notify You; and
 - (b) Our obligations under these terms and conditions will be suspended and the time for performance of Our obligations will be extended for the duration of the Event Outside Our Control.

12. Jurisdiction and Applicable Law

- 12.1 This Guarantee and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non contractual disputes or claims) shall be governed and construed in accordance with English Law.
- 12.2 The parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this Guarantee or its subject matter or formation (including non contractual matters or claims).

13. Other Important Terms

- 13.1 The Guarantee and these terms and conditions are between You and Us. No other person shall have any rights to enforce any of its terms. However, the purchaser of your property at which any Installation of CJT Products has taken place will have the benefit of the remaining term of any Guarantee if you transfer it to them, but We and You will not need their consent to cancel or make any changes to these terms and conditions.

13.2 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.

14. Your Concerns

If you have any concerns regarding any CJT Products, the Guarantee or these terms and conditions, please contact us at sales@cjtimber.com or on *01824 702157 (Ext 106 or 105)*