

TFP Marketplace Terms and Conditions

1. Definitions
 - a) The "Customer" shall mean the corporate entity / firm, or person, seeking to purchase the Goods from the TFP Marketplace.
 - b) The "Company" shall mean The Fascia Place Ltd.
 - c) The "Contract" shall mean any Contract for Goods available from TFP Marketplace and made between the Company and the Customer.
 - d) The "Goods" shall mean the products, articles, or items sold by the Company via TFP Marketplace.
 - e) The "Services" shall mean any Services provided by the Company to the Customer (whether the Customer shall purchase Goods).
2. The Contract
 - a) All business with the Customer shall be subject to this and the following conditions.
 - b) No variation, or waiver of/or addition to these conditions, whether written or oral, shall have effect unless and until authorised in writing by a Director of the Company.
 - c) Any order given in respect of a TFP Marketplace purchase must state the date, the online product reference and The Fascia Place Ltd branch required for collection.
 - d) It is the Customers responsibility to check the full specification of any Goods prior to placing an order with the Company. Special attention should be made, checking that the design, specification, colour, and technical characteristics meet the customer requirements.
3. Collections
 - a) In the absence of any specific provision to the contrary the prices to be charged shall be the prices ruling at the date of collection.
 - b) The Customer shall collect the Goods from the Company's premises. TFP Marketplace products are provided as collection only and does not include delivery.
 - c) The Customer is under a duty to examine the Goods on collection and to complete the TFP Marketplace collection sign-off sheet.
 - d) Any time, or date quoted by the Company for collection of all, or any part of the Goods, or Services is an estimate only and, the Company, shall not be liable for any failure to meet any such estimate. We cannot be held liable for any loss, whether financial, otherwise, or indirectly there from.
4. Risk and Title
 - a) Risk in the Goods shall pass to the Customer when the Goods are collected by the Customer, or its agent.
5. Payment
 - a) Full payment of TFP Marketplace products must be received by way of cleared funds, prior to the shipment of goods to the agreed collection point.
 - b) The Customer shall not, without written agreement of the Company, be entitled to deduct or withhold payment of any monies due pursuant hereto for any claim, loss, or expense, alleged to have been incurred by the Customer by reason of any breach, or failure to observe the provisions of this, or any other Contract with the Company.
6. Product Use
 - a) The Customer shall be responsible for ensuring that the Goods are fit for the purpose for which it wishes to use them, and the Company gives no warranty, and none shall be provided for Goods sold via TFP Marketplace.
7. Cancellation by the Customer
 - a) No cancellation of the whole or any part of the order by the Customer is permitted except when agreed in writing, in advance, by a manager of the Company.
 - b) The Goods procured via TFP Marketplace may not be returned once they have been collected and the TFP Marketplace collection sign-off sheet completed.
8. Customer Specifications and Design
 - a) Hardware and furniture for TFP Marketplace products may not always be installed on the product. Items such as letterplates, locking barrels, Door handles, trickle vents and cills may be supplied separately. It is the customers full responsibility to install these accessories and no reductions in price can be made respectively.
9. Variations
 - a) The Company will not consider any claims made by the Customer for defects in size, colour, or texture of the Goods.
 - b) All dimensions quoted for the Goods are nominal and minor variations can occur.
 - c) Whilst all reasonable care will be taken by the Company to ensure a match of colours on the Goods, no warranty will be given by the Company as to the previously mentioned match of any colours.
10. Force Majeure
 - a) The Company shall have no liability whatsoever for any loss or damage by non-performance or by delay in the performance of any of its obligations to the Customer due to acts of God, civil disturbance, war, government strike, power-out, trade dispute, difficulties in obtaining The Goods, breakdown in machinery, fire or accident, or any causes whatsoever beyond the control of the Company. If any such event occurs, the Company reserves the right to cancel or suspend the Contract without incurring any liability for loss of damage thereby occasioned.
11. Governing Law
 - a) This Contract shall be governed by the law of England and subject to the exclusive authority of the English Courts.