

Terms of Service

These terms contain all the information governing your relationship with us.

1. About Us

JC Crook t/a Genius Designing (formerly Genius Design Solutions Limited) was set up in August 2004 to manufacture and supply garden and inside furniture hand-crafted from Scottish hardwood and softwood to individual home owners, garden centres and other retail outlets. We are a family run operation employing three generations of the family in our various activities. Our scope of activities enable us to directly supply our product to any destination worldwide as necessary. This website has been designed by our marketing division, JCC Media (www.jccmedia.co.uk) to allow us to competently receive and securely process online orders.

2. The Type of Work We Do

We mainly concentrate on small runs as we feel that the timber has its own personality. Hardwood forests have normally been growing over 100 years and it will be another 100 years before the seedlings planted today are mature. The same quality of timber cannot therefore be reaped from the forest in less than this time span. As part of our environmental policy (see www.reduce.genius-retail.com) and ongoing management of the materials at our disposal, our aim is to preserve the supply of timber available to the next generations of woodworkers.

For these reasons we like to take our time when making each piece of furniture, thus giving the timber the dignity it deserves. After all, we intend that the furniture we produce will outlast us and our customers.

The timber we use is from “managed forests” this means we can trace our supply back to the original tree and even when and by whom it was planted. Our first obligation is to conserve the national stock, rather than build mass produced clones that will be discarded in six months into land fill sites or worse. Our furniture is built to last and our customers rely on us to back up our promises by action.

Our domains are: Genius-Designing.com, Genius-Retail.com, GeniusPDA.com, GeniusMX.com, ScottishFurniture.co.uk and Scottish-Furniture.co.uk. These are trading styles of JC Crook t/a Genius Designing.

Our online store can be found at: <https://secure.genius-designing.com>

We also have a trading division: Genius Property (www.genius-property.com) that manages our construction, property management and property maintenance activities.

We also have a blog with all the latest press releases and company product news at: www.blog.genius-retail.com

Our Guarantee

3. Our Guarantee

We offer the following guarantee on all products:

All our products are guaranteed for five years against any defects in materials or workmanship, which shall include joints, finish and fixings.

3.1. The terms of our guarantee are:

1. We will back up our guarantee for the remaining term time even if you sell the product on, up to the fifth anniversary of the issue date shown on the guarantee.
2. When we issue the guarantee we make some special requirements known to you that are essential for the care of your product. The guarantee certificate and these requirements form our guarantee to you.
3. If, by remote possibility, there is a reason to claim on the guarantee we will pay for courier costs.
4. We will give you the opportunity to choose a replacement product up to the value of the goods originally purchased.
5. Our guarantee is augmented by our products liability insurance.

3.2. The procedure for making a claim:

1. As soon as the fault develops, you must call our customer help line: 0845 638 2199
2. We shall issue you a Returns Merchandise Authorization (RMA) by post or email.
3. The RMA will consist of a returns number and also a returns address label which must be attached to each item being returned.
4. We shall also include a returns advice which must be filled in stating the nature of any defect and signed by the person who raised the request for an RMA.
5. We will contact our courier and they will arrange a suitable time and date to collect the item(s).
6. The courier will ask for the signed returns advice and sign the copy which you will keep.
7. We may, at our discretion, decide to send our agent to examine the product at a time agreeable to yourself, who will propose a method of repair or replacement.

3.3. What we do next:

1. On receipt, we will examine the item(s) then contact you with a suggested method of repair, replacement or refund of the price paid for the item(s).
2. We will then give you a date for return of your item(s) where applicable.
3. If we cannot replace the item you will be refunded the purchase price including delivery.
4. If on inspecting the item(s), it is found that the problem is due to neglect, we will return the item to you and charge for the collection and return carriage.

Main Points:

- * The guarantee can be assigned to a third party on resale of the product
- * Call us on 0845 638 2199 if a fault develops
- * If we cannot repair or replace the item, you will be refunded in full

Our Service

4. Our Service

4.1. How are we different?

1. Can you guarantee that your products are created using locally grown materials?

We only use locally sourced materials for the manufacture of our furniture unless it would be more beneficial to use a mixture of both local and national. For example: Due to constructional limitations we may use engineered boards to form some of the parts.

2. Is each piece of furniture carefully hand crafted by a qualified craftsman?

a) All our furniture is hand crafted by a local qualified craftsman who will select the materials to be used from our stock or arrange to obtain them locally for your own project.

b) We do not mass produce our products. Each part that makes up the final product is hand selected, measured, machined and sanded. We tend to be able to use all the timber we buy with virtually no wastage. This allows us to incorporate our own personality into the furniture. If we make multiple copies of any part, they are still quality checked as we go, which includes a visual element (does this look right) in the process. This is why we can truthfully say that our furniture is hand crafted.

3. Can you guarantee your product for five years?

All our products are guaranteed for five years. See our guarantee page (www.genius-designing.com/about) for more details.

4. Do you use traditional joints (not dowels), waterproof resin glues and will they last?

We always use traditional time tested construction methods and the best adhesives when needed. Our products are designed to out last any guarantee.

5. Can we design our own product using natural features of the timber?

We design our own product in-house using computer aided draughting (CAD) or on real paper and we keep all forms and templates so that previous jobs can be reproduced. We are also able to adjust any design to your specific needs. We can build the product around the natural features of the material. That's what we like doing best!

6. Do you season the timber for over a year to let it dry naturally?

a) We season the timber from between two and four years before we consider using the timber. We then "dry" the timber to the moisture content needed for the environment your item(s) will be used in.

b) We do not 'kiln' dry our timber, rather we allow it to dry in a warm room with a low heat. This allows the timber to breathe and prevents case hardening. The timber is considered 'dry' when the

'dry weight' has been reached rather than a purely metered moisture content has been reached. This process can take many months to complete but is more kind to the wood (and the woodworker). Please ask us for more species specific details.

7. Am I protected by your public and product liability insurance?

All our products are protected by a full five year personally written guarantee. We have public and product liability insurance. Ask us for details.

8. Can I have 100% control over the timber you buy, the process of building the furniture and can you fully trace the origin of your raw material?

Our timber is bought from reputable local suppliers. We can control the process from choosing the tree through the seasoning process, to the point when we machine the parts that make your furniture. In addition, when you choose your furniture, you control 100% of the manufacture process.

You are free to visit our workshop at any time to see the current furniture being constructed. Please call our workshop: 07521 368 300 for an appointment.

Please see the section: "How do I order?"

9. If I don't see what I want on your website or in the online shop, what then?

We can make specialist one off items to order, even allowing you to control the process from roughing out the idea, designing the piece using CAD, selecting the tree, then all the way through the seasoning process to machining the parts and manufacture of the product and the finishes used.

It is easier for us to design it for you personally because we can discuss your needs and determine what features of our service will be most suited to you.

How Do I Order

5. How Do I Order?

We have the following specific information for orders. These apply mainly to commissions, but will apply also to items from our online store that are on backorder.

Timeline: (1) Initial Call ► (2) Quotation ► (3) Acceptance of Quote ► (4) Deposit ► (5) Commencement of Works ► (6) Final Payment ► (7) Delivery

(1) Initial Call

1. We like to speak to you as soon as you call, but you will need to leave a message if we are busy with other customers. We aim to respond to your initial enquiry within 24 hours.
2. If we are busy your call may be diverted to another number. This will allow us to handle your enquiry sooner.

(2) Quotation

We quote for all jobs in the following way:

1. We will find out your exact requirements. This may involve site visits, further telephone calls to discuss options, draft plans and sketches and re-price of original specification.
2. We will provide a detailed scaled plan of your job along with a detailed price.
3. You will be offered alternatives to your own ideas if you are happy with this.
4. We ask you to make a deposit of 30 percent of the contract price excluding delivery. You will be notified of delivery options – See Delivery Section.

(3) Acceptance of Quote

1. If you are happy and content with all the foregoing, we will issue a contract of works, which requires a signature by the individual who will be making the payments. If you wish to make any alterations to the specification we will require an endorsed copy for our records. A facsimile transmission or an email with your signature/email address (respectively) is sufficient if postage is too slow or complicated due to large documents.
2. You will be asked to contribute an amount as a deposit as per the quotation.

(4) Deposit

1. We ask you to make a contribution in accordance with our quotation terms.

(5) Commencement of Works

1. The work starts at the next available slot in our schedule, during which time you have control of the workshop, including any site visits, viewing of progress of work, etc.
2. You may contact us at any time to check on progress. The workshop can be visited while we are carrying out your job, but please phone first so we can devote the necessary time to your

needs.

3. We try to undertake each contract in the order of when our terms of contract have been accepted, either verbally, by deposit clearing at bank, or contract signing. We feel this is fair for all our customers.
4. If you have a specific non-stock order we will try to accommodate any time restrictions you place, but in certain circumstances this may be difficult for us to comply with due to the following factors:- materials availability, machinery servicing, parts availability, power failure, breakdowns, cold weather affecting glue or finishes, or other difficulty.
5. We will insert another job in your slot if there are any delays due to any of the factors in 4. above. We will finish your job as soon as practicable. As the workshop can become congested, we will always try to complete each job before starting on new work. If there is a delay in starting your job it will be as a result of the factors noted.
2. You are welcome to make any design comments after visiting the workshop or telephoning to re-arrange work.
3. If there are any last minute alterations to the contract, it will be important to make sure work has not progressed too far.
4. If the original specification is no longer suitable and we have progressed beyond the point where we can halt production, you will be asked to pay an additional amount to cover increased costs.

(6) Final Payment

1. Near the end of work you will be asked to make the final payment (including extras if applicable).
2. As we have stated, you are welcome to visit the workshop at any time your job is in progress, therefore, we will also allow you to visit prior to making final payment.
3. You may ask to be kept informed of progress by email, including interim photos of your project.
4. After we receive your final payment, we will begin arrangements for the delivery of your furniture.

(7) Delivery

* Please see 'Your Delivery' Section

If there are any questions you feel we have not answered please use our feedback form to advise us of your query. You may also call us on 0845 638 2199.

Your Delivery

6. Your Delivery

We will charge for delivery in different ways.

1. If you purchase a product from our online store: <https://secure.genius-designing.com> we will provide delivery costs and the method of delivery before you complete the purchase. International deliveries are calculated at time of despatch. If the delivery cost is not shown, we have included delivery costs to UK mainland only. If you require a specific carrier to handle your item, please contact us before you order the item. Some items are shown on the website as 'store pick-up only,' due to the awkwardness of transportation. You may always ask for extra details before making payment. Again this must be finalised before you order.
2. If you are buying a product from our main website: www.genius-designing.com or privately by phone or post we will inform you of delivery costs when we quote for the item(s) or as soon as we can. Commissioned furniture will need to be built before the delivery costs are finalised. We will keep you informed of developments as your order progresses.
3. Our delivery charges are based on the current Royal Mail postal rates or another courier if cheaper. We will try to incorporate your delivery into as few lots/deliveries as possible to cut down on haulage costs and to be environmentally conscious.
4. If you require your deliveries to be made in separate lots then we will reserve our right to charge more for this. If the reason for separating out deliveries is due to our own needs we will not charge more than the agreed delivery costs.
5. The timing of deliveries is subject to weather, courier collection times, carriage costs and courier's terms and conditions.
6. We guarantee that the transit of your product will be risk free. Claims due to consequential losses for delays caused by our couriers are not covered, but we will try to obtain compensation for delays/damage from couriers on your behalf (see 7.).
7. On receipt of the item(s) you must make a visual survey for obvious defects. If all is well please sign the delivery manifest, but include the statement "NOT CHECKED."
8. If during the first seven days after delivery you notice any defect with the product, you must call our free customer help line: 0800 458 2372 and state what you have found.
9. We cannot accept any notification of delivery or transport damage after seven days.
10. If the product develops a fault after the first seven days you may notify us of this under our guarantee arrangement.

Your Privacy

7. Your Privacy

You are hereby promised freedom of access to any information we hold regarding your person or business at any time. Any information we store is purely an aid to fulfilling our contract with you and will not be passed on to any other companies not connected with us within our group without your permission. We will only use your personal information to enable us to expedite your instructions. All our activities shall be governed by and interpreted according to the Law of Scotland.

Genius-designing.com is a division of JC Crook, 6 Mid Street, Rosehearty, Fraserburgh, AB43 7JS, Scotland, UK.

7.1. Legal documents can be served at our office:

6 Mid Street, Rosehearty, Fraserburgh, AB43 7JS, Scotland, UK.

Customers can phone us at any time on: 0845 638 2199

We normally ask that you phone only between the hours of:

Monday-Friday 8.00am to 5.00pm Saturday 12.30pm to 5.00pm

Any questions? Submit at: http://docs.genius-designing.com/forms/feedback_form.html.

7.2. Legals

JC Crook t/a Genius Designing operate from:

Office:

6 Mid Street,
Rosehearty,
Fraserburgh,
AB43 7JS,
Scotland, UK.

Workshop/Studio:

The Studio,
Marchlands,
Boyndlie,
Fraserburgh,
AB43 7DY,
Scotland, UK.

E-Mail: sales@genius-designing.com

When you call:

Phone: 0845 638 2199

Fax: 0845 638 2203

Workshop Mobile: 07521 368 300