



Company - Terms and Conditions

1 Application of these Conditions

- 1.1** We intend to rely upon the Conditions set out in this document. If you request any changes to these Conditions and we agree to make them, we will record such changes in writing and send you a copy. This Contract will be concluded and become legally binding only when an Invoice/Purchase Agreement detailing the contracted order is counter signed in the box shown on our invoices.

2 Quotations and Orders

- 2.1** Any quotation given by us is valid for the period stated on the front of the Estimate/Purchase Agreement.
- 2.2** It is your responsibility to ensure the accuracy of the description of the Goods and Services set out on the Estimate/Purchase Agreement and Schedule of Work and to inform us of any amendments required in writing to Traditionalsashwindows@hotmail.com.
- 2.3** We constantly strive to improve our products and services and therefore reserve the right to make technical changes to the Goods or Services which are deviations from the original specification for the improvement of our product.
- 2.4** If the supply of Goods or Services is interrupted or delayed by you we reserve the right to increase the Price to reflect any additional time our fitters are engaged in providing the Services. Any such increase in the Price will be calculated at the rate of £400 per fitter per day.

3 Survey

- 3.1** If we decide to survey your property this will be done at our sole expense and we will carry out the survey for the proposed work within 14 days of you signing the Invoice/Purchase Agreement entering you in Contract at a mutually agreeable time.
- 3.2** Any survey we carry out is NOT a full structural survey of your property and will relate only to the installation of the Goods and to items which can be reasonably established from a non-destructive examination. The Price is calculated on the assumption that your property is structurally sound and that there are no factors that would make our performance of the Contract more difficult than might reasonably be anticipated at the time you signed the Contract. If you are in any doubt about the condition of your property you are advised to obtain your own independent survey. We reserve the right to remove render, plaster, architraves, beading and linings at time of survey to establish correct manufacturing dimensions. Any damage will be made good by us upon installation.
- 3.3** If our surveyor reports technical problems that make the manufacture or satisfactory installation of the Goods, materially more difficult or costlier than we could reasonably have anticipated at the date of the Contract we will inform you of such technical problems as soon as reasonably practicable following the survey. In such circumstances, we reserve the right to cancel the Contract or to increase the Price by giving you notice in writing to reflect our additional costs or additional work required. If we give you a notice increasing the Price you have the right to cancel the Contract within 14 days of receiving such notice. If we or you cancel the Contract in accordance with this clause 3.3 the Deposit will be returned to you, and we will have no further liability to you, nor you to us.



3.4 If any technical problems with your property are discovered at the time of installation of the Goods which were not, nor could reasonably have been found during our survey of your property, we reserve the right to increase the Price to cover any additional work required - by giving you notice in writing. Such notice will include an explanation of the need for the increase in the Price.

If we give you notice increasing the Price under this clause 3.4 you have the right to cancel the Contract but you will be obliged to pay us for any Services already performed and any Goods that have already been installed or manufactured in readiness for installation pursuant to the Contract and you will be obliged to take delivery of those Goods at your property. We will be entitled to retain the Deposit and any Interim Payments by way of payment or part-payment of any amount due from you to us.

4 Cancellation of a Contract

- 4.1** You may cancel the Contract by giving us written notice no later than 7 days after the date on which it was concluded. If you cancel the Contract in this way, we will return your Deposit to you in full if no works have since commenced. If, however works have been commenced since arrival of your deposit we reserve the right to retain the direct operating costs thus far; this includes labour/materials. Evidence of such labour and materials will be provided if works have since commenced as a result of your order.
- 4.2** If you do not exercise your right to cancel under clause 4.1 above, you have no right to cancel the Contract under this clause 4 unless we agree to cancel the Contract at your request in which case you must pay any reasonable losses and costs we suffer because of your cancellation, including (without limitation) any manufacturing costs and any loss of profit and we will be entitled to retain part or all of your Deposit to cover any such losses and costs.
- 4.3** If the Goods or Services are sold or provided in phases, each phase shall be a separate contract and no cancellation or termination of any other contract relating to a phase shall entitle you to repudiate or cancel this Contract or any other contract relating to another phase.

5 Price and Payment

- 5.1** The Price payable and the dates on which payments are due are shown on the Invoice/Purchase Agreement and DO NOT include the cost of any scaffolding necessary to provide the Services. You should pay these costs in addition to the Price as set out in clause 6.6 below.
- 5.2** Unless stated otherwise on the Invoice/Purchase Agreement, the Price considers any discount, rebate or offers. You will not be entitled to any reduction in Price if we make any promotional offers on Goods and Services after the date of the Contract.
- 5.3** Unless expressly stated otherwise on the Invoice/Purchase Agreement payment of the balance of the Price is due immediately on completion of installation of the Goods and should be made payable by BACS to Traditional Sash Windows.co.uk. If you are unable to be present at completion of the installation, you will ensure that the balance of the Price is paid upon completion of the installation. If, with your agreement, the Goods are installed in phases, payment for each phase is due on completion of that phase.
- 5.4** Payment must be made by BACS, credit card (Visa or MasterCard only) or cash. For security reasons, credit card payments must be telephoned to our accounts department.
- 5.5** We do not accept payments in cash more than £5,000.00



5.6 If you fail to pay any sum owed to us under the Contract by the date it falls due then without limiting any other right or remedy available to us, we may: -

5.6.1 Cancel the Contract or suspend any further deliveries of Goods or the provision of Services to you, but such cancellation or suspension shall not obviate your obligation to make payment under the Contract;

5.6.2 Use any payment made by you for any Goods or Services supplied under any other contract between you and us either towards a payment due under this Contract or otherwise towards any other debt owed by you to us as we see fit; and charge you interest on such outstanding sum from the due date for payment at the annual rate of 3% above the base lending rate of Barclays Bank plc, accruing on a daily basis until payment in full is made, whether before or after any judgement.

6 Delivery of Goods and Preparation for Installation

6.1 We will use all reasonable efforts to meet delivery dates we set out on the Contract but any such dates and times are intended to be estimates only.

6.2 We will not be liable for any loss or damage resulting from a delay in the delivery of the Goods in circumstances where there is no breach of a legal duty of care owed to you by us or by any of our employees or agents; or such loss or damage is not a reasonably foreseeable result of any such breach; or the loss or damage results from a breach by you of any term of the Contract.

6.3 You agree to allow us access to your property to deliver the Goods and provide the Services as soon as practicable after you have been advised that the Goods are ready. If you have not given us access to your property for this purpose within 30 days of being informed that the Goods are ready for delivery, then (without affecting any other rights we may have) you must immediately pay the whole of the outstanding balance of the Price. We will be entitled to recover from you any reasonable losses, costs, and expenses we incur as a result of your failure to take delivery of the Goods including (without limitation) any costs of storage of the Goods.

6.4 You will be responsible at your own expense for the removal, replacement (and/or alteration if required) of any fixtures and fittings or other items that we require to be moved in order to install the Goods and supply the Services including but not limited to curtains, shutters, grills, blinds, pelmets, and soft furnishings, the lifting and refitting of carpets, the repositioning of telephone or burglar alarm fittings and any other electrical connections, aerials, gas or water installations. If for whatever reason you do not comply with your obligations under this clause 6.4 we reserve the right to postpone or suspend the supply of the Services until you have done so and to charge you for time lost by our fitters in attending your property and being unable to work at the rate of £400 per fitter per day.

6.5 By signing the Invoice/Purchase Agreement, you authorise our fitters to move items under clause 6.4 at your risk. If our fitters move any such items, this may result in an increase in the Price to cover our additional time spent in doing so. We will notify you of any such increase before our fitters move any such items unless it is impractical to do so without delaying the supply of the Goods and Services, in which case any such increase will not exceed 2% of the Price. If our fitters move any of your items under clause 6.4 they will use reasonable care and skill while doing so.

6.6 If scaffolding is required for the installation of the Goods, we will inform you before or at the time you sign the Order Form or as soon as practicable following any survey carried out under clause 3 above. You will be required to meet the cost of the scaffolding unless we otherwise expressly agree in writing. We will arrange for the provision of scaffolding as your agent at your request and the contract for provision of



any such scaffolding will be between you and the supplier. Accordingly, you will be directly responsible for paying any such supplier.

7 Risk, Title, and Insurance

- 7.1** Risk of damage to or loss of the Goods shall pass to you at the time of delivery of the Goods to your property. It is your responsibility to insure the Goods from the time they are delivered to your property.
- 7.2** Ownership of the Goods will pass to you once we have received payment in full of the Price from you. Until then, the Goods remain our property but that will not prevent us from recovering payment from you of any amounts due under the Contract.
- 7.3** Any Guarantee and/or Warranty will only be validated and activated once full payment of the contract(s) has been received by us.

8 Specifications of Goods and Services

- 8.1** Unless specified otherwise in the "Description of Work" on the Invoice/Purchase Agreement, all work will conform to our standard manufacturing detail.
 - 8.1.1** Notwithstanding the timber specification on the Schedule of Work, internal beads are manufactured from softwood at our discretion. External glazing bars, glazing edge beads and other beads are manufactured from Sapele Mahogany Hardwood, Accoya® or Tricoya for longevity and improved performance unless otherwise stated on the Invoice/Schedule of Work.
 - 8.1.2** We will not decorate or redecorate any existing window/door frames, sashes, architraves, liners or window board on which we work. (Unless prior instructions have been received) We will touch up any bare timber exposed by us with white undercoat.
- 8.2** We agree to make good to a standard which will accept redecoration any damage we cause in the course of our work to sound plaster, coving, render or brickwork, which immediately surrounds any window or door on which we work.
- 8.3** You are responsible for ensuring that your property is structurally sound, in good condition and free from material defects. We cannot be held responsible for any damage caused or extra work required if this is not so.
- 8.4** We will take reasonable care to keep intact any panes or frames from old windows and doors and any secondary glazing that you tell us you wish to retain but such items are fragile and prone to breakage on removal. Accordingly, we will not be liable for any damage or total loss of such items during or following their removal unless caused directly by our negligence.
- 8.5** Any specifications, statistics, advice, or other information given to you by us regarding any glass we supply is either quoted from or based on information provided to us by the manufacturer and relates solely to the glass itself. Such specifications, statistics, advice, and information do not relate to or take account of the acoustic properties or performance of your building so it is possible that the installation of the glass may not meet your expectations in relation to noise reduction or sound proofing.



9 Limitation of Liability

- 9.1** The following provisions set out the limits on our liability (including any liability for the acts or omissions of our employees, agents, and sub-contractors) to you in respect of any breach of the Contract or these Conditions, any use made by you of any of the Goods, or of any product incorporating any of the Goods; any representation, statement or act or omission of the Company including negligence arising under or in connection with the Contract.
- 9.2** The warranties set out in the Warranty document attached to the quotation are the only warranties given to you by us in relation to the Goods and Services. All other representations, warranties, conditions, and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded from the Contract.
- 9.3** Nothing in these Conditions excludes or limits our liability for death or personal injury caused by our negligence; or under Part 1 of the Consumer Protection Act 1987; or for any matter which it would be illegal for us to exclude or attempt to exclude its liability; or for fraud or fraudulent misrepresentation; or for any liability incurred by you as a result of any breach by us of the condition as to title or the warranty as to quiet possession implied by either section 12 of the Sale of Goods Act 1979 or by section 2 of the Supply of Goods and Services Act 1982. Subject to clauses 9.2 and 9.3:
- 9.3.1** Our liability for any breach of the Contract or negligent act or omission or any other claim you may have against us relating to the Contract shall be limited to reimbursing the Price (or that part of the Price that has been received by us) together with any reasonable losses, costs and expenses incurred by you as a direct result of our breach of the Contract or negligence or other act or omission.
- 9.3.2** We will not be liable to you for any pure economic loss, loss of profit, loss of business or depletion of goodwill whether direct or indirect, or for any loss or damage which was not reasonably foreseeable or contemplated by us at the date of the Contract.
- 9.4** If the performance of our obligations under the Contract is prevented or delayed by any act or omission of yours or your agents, subcontractors, consultants, or employees, we shall not be liable for any costs, charges or losses sustained or incurred by you arising directly or indirectly from such prevention or delay.

10 Your Obligations

- 10.1** In order for us to perform our obligations under the Contract you will, at your expense:
- 10.1.1** Comply with our reasonable requests relating to the supply of the Goods and the Services, including but not limited to any requests relating to compliance with health and safety rules and regulations;
- 10.1.2** Provide our employees, with access as reasonably required to washing and toilet facilities at your property;
- 10.1.3** Prepare and maintain your property for the delivery of the Goods and the supply of the Services (including identifying, monitoring, removing and disposing of any hazardous materials from your property in accordance with all applicable laws, before and during the supply of the Services) and inform us of any such actions that you have carried out; inform us of all health and safety rules and regulations and any other reasonable security requirements that apply at your property; obtain and maintain all necessary licences and consents, including but not limited to planning permissions, listed building consent, building regulations consent, and comply with all relevant legislation in relation to the supply of the Goods and Services.



10.2 If at your request, we manufacture and/or supply the goods and services prior to you obtaining any of the licences or consents referred to in clause 10.1.3, you will have to pay the Price even if any such licences or consents are subsequently not granted.

11 Assignment

11.1 We may assign the Contract or any part of it to any person, firm or company provided your rights under the Contract will not change as a result of such assignment. You shall not be entitled to assign the Contract or any part of it without prior written consent from us.

12 Force Majeure

12.1 We will not be in breach of our obligations under the Contract if we are prevented from or delayed in the carrying on of our business or the performance of our obligations under the Contract by any circumstances beyond our reasonable control including, without limitation, acts of God, governmental actions, war or national emergency, acts of terrorism, protests, riot, civil commotion, fire, explosion, flood, epidemic, lock-outs, strikes or other labour disputes (whether or not relating to either party's workforce), or restraints or delays affecting carriers or inability or delay in obtaining supplies of adequate or suitable materials, provided that, if the event in question continues for a continuous period in excess of 60 days, you will be entitled to give notice in writing to us to cancel the Contract.

13 Sub-Contractor / Customer Relationship - Procurement Clause

13.1 This clause applies if: The client makes any voluntary arrangement with its creditors or becomes the subject of an administration order or (being an individual or firm) becomes bankrupt or (being a company) goes into liquidation (otherwise than for the purpose of amalgamation or reconstruction); or An encumbrancer takes possession, or a receiver is appointed, of any of the property or assets of the Seller; or The Seller ceases, or threatens to cease, to carry on business; or The Buyer reasonably apprehends that any of the events mentioned above is about to occur in relation to the Seller and notifies the Seller accordingly.

If this clause applies then, without prejudice to any other right or remedy available to the client, the client will not be entitled to cancel the Contract or suspend any further payments under the Contract without any liability to Traditional Sash Windows.co.uk, and if the Goods have not been delivered under the contract to the client, the company holds the right to enter the clients property (If a payment Plan is not agreed) and claim goods to the value of the sum outstanding, with an express right to recover costs of manufacturing a product which no longer holds any value or is of use or asset to Traditional Sash Windows.co.uk. This clause acts over and above all other claims of all other parties notwithstanding any previous agreement or arrangement to the contrary.

14 Complaints

14.1 In the event that you have a complaint relating to any aspect of our product or service please contact us on 02072 744525 or email and ask to speak to the Managing Director.

A. S. Crozier

Company Director

