

SASH WINDOW SHOP

Custom Made Wooden Sash Windows & More



TERMS AND CONDITIONS

www.sashwindowshop.com

01279 456670



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Terms and Conditions

1. Definitions

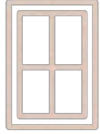
- 1.1 The "Company" means Sash Window Shop Ltd or any subsidiary of that company which relies on these Conditions.
- 1.2 The "Conditions" means the terms and conditions of sale set out in this document and any special terms and conditions agreed in writing by the Company.
- 1.3 The "Customer" means the person whose order for Products/Services is accepted by the Company.
- 1.4 The "Products" means any products and/or goods ordered from the Company by the Customer or to be supplied by the Company to the Customer.
- 1.5 The "Price" means the price for the Products excluding carriage, packaging, insurance and VAT.
- 1.6 The "Services" means the services and/or work to be performed by the Company for the Customer.
- 1.7 The "Contract" means any contract between the Company and the Customer incorporating these conditions for the sale of Products and/or the provision of the Services.

2. Information about us and how to Contact Us

- 2.1 We are Sash Window Shop Limited a company registered in England and Wales. Our company registration number is 13241521 and our registered office is at Unit 71 Greenway Business Centre, Harlow Business Park, Greenway, Harlow CM19 5QE Our registered VAT number is 377 2396 60.
- 2.2 You can contact us by telephoning our sales team on 01279 456670, or by writing to us at hello@sashwindowshop.com
- 2.3 If we have to contact you, we will do so by telephone or by writing to you at the email address or postal address you provided to us in your Customer Purchase Order.

3. Basis of Contract

- 3.1 These Conditions shall apply to all contracts for the supply of the Products and/or the Services by the Company to the Customer to the exclusion of any other terms or conditions including any terms or conditions which the Customer may purport to apply under any purchase order (verbal or written), confirmation of order or similar document.
- 3.2 These Conditions supersede all previous terms and conditions and shall replace any terms and conditions previously notified to the Customer.



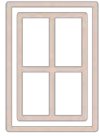
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- 3.3 No variation to these conditions shall be binding on the Company unless contained in the Company's quotation or agreed in writing between the Customer and a Director of the Company.
- 3.4 The Company's employees, sub-contractors and/or agents are not authorised to make any representations or warranties concerning the Products unless confirmed by the Company in writing.
- 3.5 The Customer acknowledges that it does not rely on any representation and/or warranty which has not been made in accordance with these Conditions.

4. Quotation, Order Process and Surveying Process

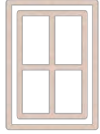
- 4.1 Once we have received your enquiry (by telephone, email or post) we will telephone or email you to confirm the information you have provided. We will then provide an initial quotation for the price of the Commissioned Works. This quotation is given in good faith, is only valid for a period of 30 days and is subject to survey. A copy of these terms and conditions will also be provided with the quotation. You should retain a copy of these terms and conditions for future reference if sent by post or print off a copy of those provided in the email.
- 4.2 If you accept our initial quotation, please confirm this by email to hello@sashwindowshop.com and we will then issue a Customer Purchase Agreement. Please sign and date the Customer Purchase Agreement (which will detail the Works Specification) and return them to us enclosing the deposit payment of the amount quoted for the Commissioned Works. Your Customer Purchase Agreement shall only be deemed to be accepted by us when we issue written acceptance of your Customer Purchase Agreement, acknowledging receipt of your payment, at which point, and on which date the Contract shall come into existence on these terms and conditions.
- 4.3 It is the responsibility of The Customer to ensure the accuracy of the description of the Goods and Services set out in the Purchase Agreement and to inform The Company of any amendments required. This will need to be done in writing to hello@sashwindowshop.com prior to The Customer signing the Purchase Agreement.
- 4.4 As soon as we have issued written acceptance of your Customer Purchase Agreement, we will arrange for our surveyor to visit the Property to ascertain whether there are any further factors we need to take into account before we commence the Commissioned Works. If our surveyor ascertains that the Commissioned Works will cost more than we originally quoted (for example because you need to install new lintels) or you decide to add extra features to the Commissioned Works, or alter the specification of the Commissioned Works, or having carried out the survey, we decide that the Commissioned Works are not viable for us to undertake, we reserve the right to:



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- 4.4.1 amend the initial quotation; or
- 4.4.2 decide not to continue with the Contract, in which case we reserve the right to deduct a reasonable administration fee before refunding the deposit to you. If we decide to cancel the Contract, we will inform you in writing within 14 days of the survey.
- 4.5 Any site survey of your property will be done at our sole expense and we will carry out the survey for the proposed work at a mutually agreeable time, prior to quotations.
- 4.6 Any survey we carry out will relate solely to the installation of our joinery and to items which can be reasonably established from a non-destructive examination and is NOT a full structural survey of your property. Our Quotation is calculated on the assumption that your property is structurally sound and that there are no underlying factors that would hinder our performance of the Contract, thus making it more difficult than might have been originally anticipated at the time of you signing the Contract. If you are in any way unsure about the condition of your property you are advised to seek your own independent survey. We reserve the right, should it be necessary, to remove render, plaster, architraves, beading and linings at time of survey in order to establish correct manufacturing dimensions. Any damage occurred at this stage will be made good upon installation.
- 4.7 Should we discover any technical problems with your property at the time of installation of our Joinery which were not, nor could reasonably have been detected during our initial site survey of your property, we reserve the right to increase the Price to cover any additional work required as a result, by giving you written notice. Such notice will explain in full all needs for the increase in the Price.
- 4.8 Once the survey has been carried out, our surveyor will inform us if it will be necessary to amend the quotation, in which case we will provide you with a Variation of Contract Form either by email or by post. This will state the reason for the variation, any additional costs, any revision to the Works Specification and the amount of additional deposit money required from you in order to bring the total deposit money paid by you to equal 40% of the revised quotation in respect of the Commissioned Works. If you wish to accept this revised quotation (and revised Works Specification if applicable), you should sign the Variation of Contract Form and email it to hello@sashwindowshop.com.
- 4.9 If you do not wish to accept the revised quotation, you may cancel the Contract, providing you give us written notice of cancellation in accordance with clause 20 within 7 days of the date of the Variation of Contract Form. If relevant, you may decide to continue with the Contract, but not confirm your request for additional features or altered specification (if applicable), in which case our surveyor will inform us that no changes to the quotation are required.
- 4.10 If at this stage you decide not to continue with the Contract, provided you give us notice in accordance with clauses 2 or 20 (as applicable) and within 7 days as mentioned in clause 5.9 we will refund your deposit, subject to our right to



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deduct a reasonable administration fee, which at this stage will be cost of the survey (£400 including VAT). If in the meantime you have confirmed that we may lodge any necessary planning applications in relation to the Commissioned Works, we will also deduct the costs we have incurred in this regard to date from your deposit; however, we will let you know what these costs are beforehand.

- 4.11 The Contract constitutes the entire agreement between us. You acknowledge that you have not relied on any statement, promise, representation, assurance or warranty made or given by or on behalf of us which is not set out in the Contract.
- 4.12 These terms and conditions apply to the Contract to the exclusion of any other terms that you seek to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.

5. Cancellation, Refund or Variation of Orders

- 5.1 You may cancel the Contract by providing to us with written notice no later than 7 days after the date the deposit payment has been received by the Company. Should you cancel the Contract in this way your deposit will be returned to you.
- 5.2 If you do not exercise your right to cancel under clause 5.1 above, you waive the right to cancel the Contract under this clause unless we agree, at your request, to cancel the Contract 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.
- 5.3 All orders are provisionally accepted by the company subject to confirmation by survey. Should any order be rejected by the company the deposit paid by the Customer will be repaid in full (less any costs incurred by the Company including but not limited to survey and drawing costs) and the company will have no further obligation or liability to the Customer.
- 5.4 Subject to giving us notice as set out in clause 2 or 20 (as applicable), you have the right to cancel the Contract in accordance with clause 4.4.1 and clause 4.8 Please see those clauses and also clause 4.9 for details of the refund you will receive in those circumstances.
- 5.5 In the event you cancel the Contract otherwise than in accordance with the clauses mentioned in clause 5.4 above, we reserve the right to charge the following cancellation charges:
 - 5.5.1 30% of the total Contract price if we have not yet commenced actual manufacture of the Products;
 - 5.5.2 80% of the total Contract price if we have commenced manufacture of the Products, but none have yet been installed in the Property; or
- 5.6 If we have commenced installation of the Products at the Property, you will be liable for the full Contract price.



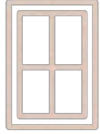
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- 5.7 On early termination of the Contract for whatever reason, all amounts payable to us under the Contract shall become due immediately despite any other provision.

6. Price and Payment

- 6.1 The Price payable and the dates on which payments are due are shown on the Purchase Agreement.
- 6.2 Unless stated otherwise on the Purchase Agreement, the Price takes into account any discount, rebate or offers. You will not be entitled to any reduction in Price if we make any promotional offers on Goods after the date of the Contract.
- 6.3 Payment for Supply and Install Orders: Unless alternative terms are otherwise stated by us on the Purchase Agreement we require.
- 6.3.1 A deposit payment of 40% of the total Goods and Services upon order.
- 6.3.2 An interim 40% payment of total the Goods and Services is due at the start of manufacture.
- 6.3.3 A final payment of 20% of the total Goods and Services is due upon completion of installation services.
- 6.4 Payment by bank transfer must clear our account prior to commencing installation services.
- 6.5 Payment for supply only orders we require:
- 6.6 A deposit of 50% upon order
- 6.7 The remaining 50% prior to collection OR delivery.
- 6.8 Ownership of the products will only pass to you once we have received payment in full. Until then, the products remain our property but that will not prevent us from recovering payment from you of any amounts due under this agreement. Payment by bank transfer must clear our account prior to commencing installation services and/or delivery/collection. All payments made by credit card will be subject to a 1.7% surcharge to cover the costs levied against us by the relevant credit card companies. We do not accept payments by cheque or cash.
- 6.9 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:
- 6.9.1 Cancel the Contract or suspend any further deliveries of Goods or the provision of Services to you, such cancellation or suspension shall not obviate your obligation to make payment under the Contract:
- 6.9.2 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, whether before or after any judgement
- 6.9.3 Interest will be charged to you on such outstanding sum from the due date for payment at the annual rate of 3.5% above the base



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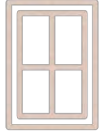
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lending rate of Barclays Bank plc. This would accrue on a daily basis until payment has been received in full, be that before or after any judgement.

6.10 If you have agreed for the installation to happen in phases, payment for each phase is due on completion of that phase.

7. Preparation for Delivery of Joinery/Glass and/or Installation

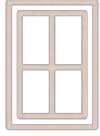
- 7.1 All dates provided are intended to be estimates only however we will endeavour to meet delivery dates set out in The Contract.
- 7.2 We will not be held liable for any loss or damage resulting from a delay in the delivery of the Goods in circumstances in which there is no breach of our legal duty 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 where the loss or damage results from a breach by you of any term of the Contract with The Company.
- 7.3 After you have been advised that the Goods are ready, you agree to allow us access to your property to deliver the Goods and provide the Services as soon as is practicable. If access to your property for this purpose has not been provided within 30 days of being informed that the Goods are ready for delivery (without affecting any rights we may have) the whole of the outstanding balance of the total price must be paid immediately by you. We will be entitled to recover all reasonable losses, costs or expenses incurred as a result of your failure to take delivery of the Goods including (without limitation) any costs of storage of the Goods.
- 7.4 The Customer is responsible for the removal, replacement (and/or alteration if needed) 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 shutters, curtains, 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 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.
- 7.5 By signing the Purchase Agreement you authorise our fitters to move items under clause 8.5 at your risk. Should our fitters have to move any of the above items this could result in an increase in the agreed Price in order to cover extra time spent in doing so. The Customer will be notified by telephone and by email of any such price 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 1.5% of the Price. Should our fitters need to move any of the above items under clause 8.4 they will do so with due care and attention.



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- 7.6 Where the Customer has placed an order on a "Supply Only" basis the Customer is responsible for providing the necessary labour to unload and stack the goods from the transportation used for delivery.
- 7.7 Where the Customer has placed an order on a "Supply only" basis and the Company is required to deliver the goods to a designated site or location, the Company's obligation is limited to delivering the goods to a site safe for unloading as near to the designated site as is reasonably practicable.
- 7.8 Where the Customer is a business, we shall not be liable for a breach of any of the warranties set out in the separate warranty schedule unless you give us written notice of the defect, within a reasonable period of time of when you discover or ought to have discovered the defect. If the defect is as a result of damage in transit to the Property, you must notify us in writing within 48 hours of delivery.
- 7.9 If the Customer fails to take delivery of the goods or fails to give the Company adequate delivery instructions in accordance with the terms herein (otherwise and by reason of the Company's fault) then the Company may exercise its right to:
 - 7.9.1 Store the goods until actual delivery is rearranged and charge the Customer for the reasonable cost (including insurance and transport) of storage and/or
 - 7.9.2 Sell the goods at the best price readily obtainable and after deduction of all expenses and costs, account to the Customer for any excess over the price or charge the Customer for any shortfall below the price with such sums being due in accordance with the terms hereof.
- 7.10 Should scaffolding be required for the installation of the joinery or glazing, we will inform you either after our initial site survey or at presentation of quotation. The Customer will be required to meet the cost of the scaffolding unless agreed in writing by yourself [the customer] and The Company. We will endeavour to arrange for the provision of scaffolding needed in the role of your agent at your request however any contract agreements for the provision of scaffolding will be between you and the supplier. Payment of this agreed contract will be solely your responsibility.
- 7.11 The Company reserves the right to increase the delivery charge stated on the Purchase Agreement if market conditions change due to Brent Crude Oil Price Index increasing. The Company will do everything possible to keep these increases to a minimum.
- 7.12 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.



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8. Risk and Ownership

- 8.1 It is the Customers' responsibility to insure the Goods from the time they are delivered to their property. Risk of damage to or loss of the Goods shall pass to the Customer immediately upon delivery of the Goods to their property.
- 8.2 Once we have received payment in full of the Price from you, ownership of the Products will pass to you. Until this point all the Products remain our property, however this will not prevent us from recovering payment from you of any amounts due under the Contract.

9. Specifications of Products and Services

- 9.1 All products offered for sale by the Company shall be manufactured as detailed in the relevant product specification document unless otherwise confirmed in writing by the Company. 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.
- 9.2 The Company may alter Product specifications without notice as follows:
 - 9.2.1 As a result of improvements to Product design, performance, or construction.
 - 9.2.2 As required to do so by changes to relevant legislation.
- 9.3 The bespoke nature of the Company's Products means that minor details may vary however every effort is always made to ensure that the appearance of our Products meets our Customer expectation. Our putty glazed windows is a hand applied finish which there maybe imperfections.
- 9.4 Depending on your chosen installation package, we agree to make good to a reasonable standard of redecoration any damage we cause in the course of our work to sound plaster, render, coving or brickwork, which immediately surrounds any window or door on which we work.
- 9.5 It is your responsibility to ensure that your property is structurally sound, in good condition and free from material defects. We will not be held responsible for any damage caused or extra work required as a result of this.
- 9.6 We will take due diligence to keep any panes or frames from old windows and doors and any secondary glazing intact under your instruction however these items are fragile and prone to breakage on removal. Thus 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.
- 9.7 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



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possible that the installation of the glass may not meet your expectations in relation to noise reduction or sound proofing.

10. Order of Goods

10.1 By paying a deposit the Customer confirms that:

10.1.1 They agree to pay the Price shown for the Product in the instalments agreed in the Purchase Agreement.

10.1.2 They agree to the Company's Conditions of Sales.

11. Warranty

11.1 The Company warrants that the goods will correspond with the agreed specification at the time of delivery and will be free from defects in material and workmanship. The Warranty is applicable from the date goods are ready for delivery and is subject to the Company's Conditions of Sale. 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.

11.2 The Warranty is non-transferable.

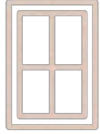
11.3 Please see separate Warranty document for details on the warranties.

12. Limitation of Liability

12.1 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.

12.2 The guarantees set out in the Guarantee document attached to the quotation are the only warranties given to you by us in relation to the Goods and Services. All other representations, guarantee, conditions, and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded from the Contract.

12.3 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 12.2 and 12.3:



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- 12.4 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.
- 12.5 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.
- 12.6 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.

13. Parking

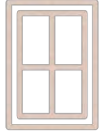
- 13.1 If your property is in a Permit Holder/ Resident Parking Only street, we ask that you provide us with the relevant permits for the duration of all works being carried out. Due to the size and weight of the joinery and tools, we need to park as close to your property as possible. If you are unable to provide permits, please email The Company on hello@sashwindowshop.com, no later than 14 days before work commences. We will then, on your behalf, apply for Parking Restrictions outside your property with the relevant Council. All parking charges incurred by The Company due to no permits being provided will be billed to the Balance Invoice.

14. Safety Devices

- 14.1 Unless otherwise stated there are no safety devices provided in this quotation.

15. Auto CAD drawings

- 15.1 If Drawings have been agreed as part of your project, we will provide an Auto CAD drawing in PDF format of the proposed windows and/or doors for you to approve prior to manufacturing commencing. These two dimensional drawings show window/door layout, frame, casement and door designs. If additional detail drawings are required or if multiple modifications of designs are required, extra charges may apply and be quoted for on a case by case basis. The Company own the copyright on all the drawings we produce, these drawings can only be used by The Company. If the job is cancelled, subsequent to us producing the scaled drawings, we reserve the right to invoice or retain part or all of your Deposit for a "design charge".



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16. Planning Permission

16.1 Planning permission, if required, is solely your responsibility.

17. Force Majeure

- 17.1 Neither party shall be liable for any failure or delay in performing its obligations under the Contract to the extent that such failure or delay is caused by a Force Majeure Event. A Force Majeure Event means any event beyond a party's reasonable control, which by its nature could not have been foreseen, or, if it could have been foreseen, was unavoidable, including strikes, lock-outs or other industrial disputes (whether involving its own workforce or a third party's), failure of energy sources or transport network,
- 17.2 acts of God, war, terrorism, riot, civil commotion, interference by civil or military authorities, national or international calamity, armed conflict, malicious damage, breakdown of plant or machinery, nuclear, chemical or biological contamination, sonic boom, explosions, collapse of building structures, fires, floods, storms, earthquakes, loss at sea, epidemics or similar events, natural disasters or extreme adverse weather conditions, or default of suppliers or subcontractors.

18. Publicity and Marketing

18.1 Unless you specifically request us not to, we may use photographs of your property windows/doors in advertising literature including brochures, our website and social media.

19. Data Protection

19.2 Your name and/or your address will not be divulged to anyone without your prior consent unless the law either requires or allowed it to do so.

20. Communications

20.1 This Clause 20 shall only apply if you are purchasing Products as a business. If you are purchasing Products as a Consumer, please refer to Clause 2 for how to contact us.

20.2 All communications between the parties about the Contract shall be in writing and delivered by hand, email or sent by pre-paid first class post:

20.2.1 (in case of communications to us) for the attention of our Legal Section, to our registered office at Unit 71 Greenway Business Centre,



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Harlow Business Park, Greenway, Harlow CM19 5QE or such changed address as we shall notify to you; or

20.2.2 in the case of the communications to you) to your address as set out on the Customer Purchase Order or such other address as you shall notify to us in writing.

20.3 Communications shall be deemed to have been received:

20.3.1 if sent by pre-paid first class post, two days (excluding Saturdays, Sundays and bank and public holidays) after posting (exclusive of the day of posting); or

20.3.2 if delivered by hand, on the day of delivery; or

20.3.3 if sent by email on a working day prior to 4.00 pm, at the time of transmission and otherwise on the next working day. Not be divulged to anyone without your prior consent.

21. Governing Law

21.1 This contract is subject to English Law and the exclusive jurisdiction of the English courts. We reserve the right to change these Terms and Conditions without prior notice.