



Terms and Conditions

Supply Only

1. Definitions

1. The "Company" means Sash Window Shop Ltd or any subsidiary of that company which relies on these Conditions.
2. "Business Day" means a day (other than a Saturday, Sunday or public holiday) when banks in London are open for business.
3. "Consumer" means an individual acting for purposes which are wholly or mainly outside that individual's trade, business, craft or profession.
4. 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.
5. The "Price" means the price for the Products excluding carriage, packaging, insurance and VAT.
6. "Force Majeure Event" has the meaning given to it in clause 15.
7. "Goods" means the goods (including any instalment of goods or accessories or parts of them) which the Company is to sell or supply under the Contract upon the Terms and Conditions.
8. "Guarantee" any guarantee supplied by the Company in respect of the Goods.
9. "Order" means the Customer's order for the Goods, as set out in the Customer's written acceptance of the Company's quotation.
10. "Specification" means any specification for the Goods, including any related plans and drawings, that is agreed by the Customer and the Company.
11. "Term or terms" means any of the clauses or sub-clauses or headings contained in this document.
12. 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.
13. The "Customer" means the person whose order for Products/Services is accepted by the Company.
14. 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.
15. The "Services" means the services and/or work to be performed by the Company for the Customer.
16. 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.
17. "Writing" includes emails but excludes faxes.
18. Any reference in these Terms and Conditions to any provision of a statute shall be construed as a reference to that provision as amended, re-enacted or extended at the relevant time.
19. The headings in these Terms and Conditions are for convenience only and shall not affect their interpretation.

2. Information About Us and How to Contact Us

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. You can contact us by telephoning our sales team on 01279 456670, or by writing to us at hello@sashwindowshop.com
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

1. These Terms and 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.
2. These Conditions supersede all previous terms and conditions and shall replace any terms and conditions previously notified to the Customer.
3. No variation to these conditions shall be binding on the Company unless contained in the Company's quotation, Purchase Agreement or agreed in writing between the Customer and a Director of the Company.
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.
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. Order Process

1. Once we have received your enquiry (by telephone or email) we will 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 or as stated on the quotation. 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.
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 Order 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.
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. The Company shall have no liability whatsoever to the Customer for any errors, inaccuracies or mistakes in the Specification.
4. 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.
5. 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.
6. The Contract may not be cancelled except by the written agreement of the Company and on the terms that the Customer shall indemnify and pay the Company in full against all loss (including loss of profit) costs (including the costs of all the labour and material used) damages, charges and expenses incurred by the Company as a result of the cancellation.
7. By paying a deposit the Customer confirms that:
 - 4.7.1.1 They agree to pay the Price shown for the Product in the instalments agreed in the Purchase Agreement.
 - 4.7.1.2 They agree to the Company's Conditions of Sales.

5. Specifications of Products

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.
2. The Company may alter Product specifications without notice as follows:
 - 5.2.1 As a result of improvements to Product design, performance, or construction.
 - 5.2.2 As required to do so by changes to relevant legislation.
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.
4. 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.
5. It is a legal requirement that all double or triple glazed sealed units produced to British Standard EN 1279 should have clear and visible markings showing the unit manufacturer's name or trademark, as well as the makeup of the sealed unit along with its thermal performance. This means there will be visible writing inside all double/triple glazed units. Please note that no glazing supplier allows us to specify the placement of this writing within the sealed unit, as it is determined by the glazing manufacturer where they print this legal text.
6. Where the Company provides samples of the Goods these are representative only and demonstrate a typical item and its construction. They shall not form part of the Contract or have any contractual force. The company reserves the right to change or alter any aspect of the design or specification of the Goods or substitute any materials to be used in the manufacture of the Goods without reference to the Customer where the Company deems such change or alteration will provide an equivalent standard to those Goods described in the Contract.
7. All patterns, materials, drawings, specifications, designs and other information and written material provided by the Company shall remain its property and or technical information. Patentable, copyright, design right and registered designs arising from the execution of any orders shall become the property of the Company.



6. Price and Payment

1. The Price payable and the dates on which payments are due are shown on the Purchase Agreement.
2. If the Customer is purchasing Goods as a business, the Company reserves the right to increase the price of the Goods due to increases in cost incurred by the Company due to any factor reasonably beyond the Company's control providing notice is given to the Customer of such price increases before the Goods are delivered to the Customer.
3. 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. The Contract does not provide for deduction or withholding of any sums in respect of retention monies.
4. Payment for supply only orders we require:
 - 6.4.1 A deposit of 50% upon order
 - 6.4.2 The balance is due 7 business days prior to delivery.
5. Payment must be made by bank transfer (BACS), debit or credit card (Visa, Mastercard and American express). Debit and credit card payments are made online using our secure 'pay-by-link'. We only accept UK debit and credit cards. We do not take card payments over the phone.
6. 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 delivery.
7. We do not accept payments by cheque or cash.
8. Without prejudice to any other right of the Company if the Customer fails to pay the Contract Price by the due date the Customer shall pay interest on any overdue amount from the date due to that on which it is made (whether before or after judgement) on a daily basis at a rate of [4]% p.a. over the base rate from time to time quoted by Barclays Bank plc and shall reimburse the Company all costs and expenses (including legal costs) incurred in the collection of any overdue amount and the Company shall be entitled to cease or suspend work on any or all other contracts which it has with the Customer.

7. Consumer

1. **This clause 7 shall only apply if the Customer is purchasing the Goods as a Consumer.**
2. As the Goods supplied by the Company are made to the Customer's specification, the Customer has no right to cancel the Contract under the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013.
3. Subject to clauses 10.1 and 11, if the Company fails to comply with these Terms and Conditions, it is responsible for loss or damage the Customer suffers that is a foreseeable result of it breaking this Contract or its failing to use reasonable care and skill, but it is not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if either it is obvious that it will happen or if, at the time the Contract was made, both the Company and the Customer knew it might happen, for example, if the Customer discussed it with the Company during the sales process.
4. The Company is under a legal duty to supply Goods that are in conformity with the Contract. The box below summarises the Customer's key legal rights in relation to the Goods. Nothing in these Terms and Conditions will affect the Customer's legal rights.

Summary of your key legal rights

This is a summary of the Customer's key legal rights. These are subject to certain exceptions. For detailed information please visit the Citizens Advice website www.adviceguide.org.uk or call 03454 04 05 06.

The Consumer Rights Act 2015 says goods must be as described, fit for purpose and of satisfactory quality. During the expected life of the Customer's good its legal rights entitle it to the following:

- up to 30 days: if the Customer's item is faulty, then it can get a refund.
- up to six months: if the Customer's faulty item can't be repaired or replaced, then it is entitled to a full refund, in most cases.
- up to six years: if the item can be expected to last up to six years the Customer may be entitled to a repair or replacement, or, if that doesn't work, some of its money back.



5. If the Customer wishes to exercise its legal rights to reject Goods, as specified in the above box, it must either return them in person to where it bought them, post them back to the Company or (if they are not suitable for posting) allow the Company to collect them from it. The Company will pay the costs of postage or collection. The Customer should call customer services on 01279 456670 or email the Company at hello@sashwindowshop.com for a return label or to arrange collection.

8. Delivery

1. All dates provided are intended to be estimates only however we will endeavour to meet delivery dates set out in The Purchase Agreement.
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.
3. Whilst the Company shall use its best endeavours to deliver the Goods in accordance with any specified delivery dates, delivery may be delayed due to circumstances beyond its control, including, without limitation:
 1. delays in the delivery of the Goods to the Company by its supplier;
 2. rejection of defective or faulty Goods delivered to the Company by its supplier;
 3. amendments to the Specification by the Customer; or
 4. fire or flooding at the Company's supplier's premises,

and in such circumstances, the Company shall have no liability to the Customer whatsoever for late delivery.

4. Goods may be delivered in advance of a quoted delivery date upon giving reasonable notice to the Customer.
5. Where Goods are to be delivered in instalments, each delivery shall constitute a separate contract and failure by the Company to deliver any one or more of the instalments in accordance with these Terms and Conditions or any claim by the Customer in respect of any one or more instalments shall not entitle the Customer to treat the Contract as a whole as cancelled.
6. The Customer is responsible for providing the necessary labour to unload and stack the goods from the transportation used for delivery.
7. 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. The Company's logistics partners will not transport your goods on to your premises or into any buildings or up or down flights of stairs.
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 24 hours of delivery.
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.
 - 7.9.3 Otherwise dispose of the Goods and charge the Customer the reasonable cost of disposal.

8. Risk and Ownership

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.
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. Claims Notification

1. It is the duty of the Customer to inspect all Goods immediately on delivery.
2. Any claim for non-delivery of any Goods shall be notified by the Customer to the Company within 5 working days of the date on which the Goods should have been delivered.
3. Any claim that the Goods are not of the correct quality or that the Goods do not comply with the accepted offer shall be notified by the Customer to the Company within 5 working days of the delivery of the Goods.
4. Any claim that any Goods have been delivered damaged or Goods are defective shall be notified by the Customer to the Company within hrs of the Goods delivery which the Customer agrees is a reasonable period in which to discover such damage and defect in the Goods.
5. Unless the Company receives notification of non-delivery or damaged or defective Goods in accordance with the above conditions, it shall be entitled to treat the Contract as completed in accordance with its advice note or notes accompanying delivery of the Goods and accordingly the Company shall not be liable for any shortage damage or non-performance or defect in the Goods.
6. Any claim under the above conditions must be in writing and contain full details of the claim including any identifying batch or production numbers of any allegedly defective Goods.
7. Any claim made by the Customer under the Contract shall not entitle the Customer to return the Goods to the Company but rather the Company shall be afforded reasonable opportunities and facilities to investigate any claim made under this condition at the Customer's place of business if it should so elect. The Customer shall if so requested in writing by the Company promptly return any Goods which are the subject of any claim together with any packing securely packed and carriage paid to the Company for examination and such Goods shall remain at the risk of the Customer.
8. In the event of any examinations or investigations carried out by the Company or allegedly defective goods revealing no defect for which the Company is liable then the Company shall not be liable for damage caused to or incurred by the Goods as a result of such examinations or investigations and all costs of such examinations or investigations shall be borne by the Customer.
9. The Company shall have no liability with regard to any claim in respect of which the Customer has not complied with the provisions of this clause 9.

10. Warranty & Liabilities

1. Under no circumstances shall the Company have any liability of whatever kind for:
 - I. any defects resulting from wear and tear, accident, improper use the Customer or any third party storage of the Goods by the Customer otherwise than in accordance with the instructions or advice of the Company or materials provided by the Customer;
 - II. Goods which have been adjusted, altered, modified, repaired or had other work carried out otherwise than by the Company;
 - III. the suitability of the Goods for use under specific conditions whether or not the conditions were known or communicated to the Company although advice provided on the request of the Customer is given to the best of the Company's knowledge and on the basis of research and experience;
 - IV. any description, designs, illustrations, specifications, drawings and particulars of sizes and measurements submitted by the Company or contained in any pamphlets, quotations, catalogues, brochures and price lists of the Company since they are merely indented to represent a general idea of the goods and not to form part of the Contract or be treated as representations;
 - V. any information, recommendations, statements or advice furnished by the Company, its servants or agents not given in Writing in response to a specific written request from the Customer before the Contract is made; or
 - VI. any variations in the quantities of any Goods or changes in their specification or design or substitution of any materials if the variations or changes or substitution does not materially affect the characteristics of the Goods and the substituted material or specification is of a quality equal to or superior to that originally specified.
2. Clauses 10.3 to 10.10 below shall only be applicable to the extent that the Customer is purchasing Goods as a business.
3. Because the potential losses which the Customer might suffer as a result of any breach of Contract by the Company are more easily ascertainable by the Customer AND because such losses could be wholly disproportionate to the Contract Price AND so that the Company can keep the Contract Price as low as reasonably possible THE CUSTOMER AGREES with the Company limiting its liability in accordance with these Terms and Conditions and/or any Guarantee..
4. The Company shall have no liability to the Customer (other than liability for death or personal injury resulting from the Company's negligence) for any loss or damage of any nature arising from any breach of any express or implied warranty or condition of the Contract or any negligence breach of statutory or other duty on the part of the Company in any other way out



of or in connection with the performance or purported performance of or failure to perform the Contract except in accordance with this condition.

5. The Company undertakes to repair or at the sole option of the Company replace within one year from the date of delivery of the Goods any item manufactured by the Company which forms part of the Goods and which proves defective within one year from the date of delivery of the Goods.
6. If the Customer establishes that any Goods have not been delivered, have been delivered damaged, are not of the correct quality or the Goods do not comply with the Order for the Goods or are defective the Company shall at its option replace with similar goods any Goods which are missing, lost or damaged or do not comply with the said order or allow the Customer credit for their invoice value or the cost of repair of any damaged Goods.
7. The delivery of any repaired or replacement Goods shall be at the Company's premises or other delivery point specified for the original Goods.
8. Where the Company is liable in accordance with this Condition in respect of only some or part of the instalment of the Goods the Contract shall remain in full force and effect in respect of the other or other parts of the instalment of the Goods and no set-off or other claim shall be made by the Customer against or in respect of such other or other part of the instalment of the Goods.
9. Under no circumstances shall the Company be liable for any claim made by the Customers for consequential, indirect or economic loss or damage.
10. Without prejudice to the generality of the foregoing under no circumstances whatsoever shall the liability to the Company to the Customer under or in connection with matters arising from the Contract howsoever arising exceed the Contract Price (except in the case of liability for death or personal injury resulting from the Company's negligence).

11. Auto CAD drawings

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".

12. Planning Permission

1. If you have placed an order with us, and if you have applied for planning permission OR we have applied for planning permission on your behalf by acting as your agent and it has been turned down, we will be happy to refund your deposit in full – less the costs of; drawing work to create elevations, local authority application fees, and any other fees we incur whilst submitting a planning application on your behalf. We will agree these fees with you before you place an order..

13 Survey

1. If the Customer has requested a surveying service and it forms part of the Contract and 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:
 - I. amend the initial quotation; or
 - II. 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.

14. Force Majeure

Subject to clause 7.3, 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, 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.



15. Publicity and Marketing

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.

16. Data Protection

1. **If the Customer is purchasing Goods as a Consumer**, the Company will use the personal information the Customer provides to it:
 - I. to supply the Goods to the Customer;
 - II. to process the Customer's payment for the Goods; and
 - III. if the Customer agrees to this during the order process, to inform the Customer about similar Goods that it provides, but the Customer may stop receiving these at any time by contacting the Company.
2. The Company will only give the Customer's personal information to third parties where the law either requires or allows it to do so.

17. Communications

1. This Clause 18 shall only apply if you are purchasing Products as a business. If you are purchasing Goods as a Consumer, please refer to Clause 2 for how to contact the Company.
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:
 - I. (in case of communications to us) for the attention of our Legal Section, to our registered office at Unit 71 Greenway Business Centre, Harlow Business Park, Greenway, Harlow CM19 5QE or such changed address as we shall notify to you; or
 - II. in the case of the communications to you) to your address as set out on the Customer Purchase Agreement or such other address as you shall notify to us in writing.
2. Communications shall be deemed to have been received:
 - I. 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
 - II. if delivered by hand, on the day of delivery; or
 - III. 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.
3. The provisions of this clause shall not apply to the service of any proceedings or other documents in any legal action.

18. General

1. The Company may at any time assign, transfer, mortgage, charge, subcontract or deal in any other manner with all or any of its rights or obligations under the Contract.
2. The Customer may not assign, transfer, mortgage, charge, subcontract, declare a trust over or deal in any other manner with any or all of its rights or obligations under the Contract without the prior written consent of the Company.
3. If any provision or part-provision of the Contract is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of the Contract.
4. A person who is not a party to the Contract shall not have any rights to enforce its terms.
5. Except as set out in these Terms and Conditions, no variation of the Contract, including the introduction of any additional terms and conditions, shall be effective unless it is in writing and signed by the Company.
6. The Contract and its subject matter are confidential and shall not be disclosed or used for any unauthorised purpose.
7. A waiver of any right or remedy under the Contract or law is only effective if given in writing and shall not be deemed a waiver of any subsequent breach or default. No failure or delay by a party to exercise any right or remedy provided under the Contract or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

19. Governing Law

1. The Contract shall be governed by English law and the Customer consents to the exclusive jurisdiction of the English Courts in all matters regarding the Contract except to the extent that the Company invokes the jurisdiction of the courts of any other country. We reserve the right to change these Terms and Conditions without prior notice.