SASH WINDOW SHOP

Custom Made Wooden Windows & Doors

Terms and Conditions
Supply & Installation

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1. Definitions

1.1 **Company**: Refers to Sash Window Shop Ltd or any subsidiary relying on these Conditions.

1.2 **Conditions**: 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 **Customer**: The person whose order for Products/Services is accepted by the Company.

1.4 **Products**: Any products and/or goods ordered from the Company by the Customer or to be supplied by the Company to the Customer.

1.5 **Price**: The price for the Products excluding carriage, packaging, insurance, and VAT.

1.6 **Services**: The services and/or work to be performed by the Company for the Customer.

1.7 **Contract**: 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 Ltd, 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 need to contact you, we will do so by telephone or by writing to you at the email address or postal address you provided in your Customer Purchase Agreement.

3. Basis of Contract

3.1 These Conditions apply to all contracts for the supply of Products and/or Services by the Company to the Customer, excluding any other terms or conditions, including any terms or conditions 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 replace any terms and conditions previously notified to the Customer.

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 authorized 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 not made in accordance with these Conditions.

4. Quotation, Order Process, and Surveying Process

4.1 Upon receiving your enquiry, we will provide an initial quotation based on the information available at that time. All quotations are given in good faith, are valid for 30 days unless stated otherwise, and are subject to survey..

4.2 If you wish to proceed, you must confirm acceptance of the quotation and sign the Company's Purchase Agreement. The Contract shall be formed once the Company has issued written acceptance of the signed Purchase Agreement and received the initial deposit payment.

4.3 It is the Customer's responsibility to ensure the accuracy of the description of the Products and Services set out in the Purchase Agreement and to notify the Company in writing of any required amendments prior to signing.

4.4 Following acceptance of the Purchase Agreement, the Company will arrange a site survey to confirm measurements, specifications, and any site-specific considerations relevant to the manufacture and installation of the Products.

4.5 Any survey conducted by the Company relates solely to the installation of the Company's joinery and does not constitute a structural survey. The quotation assumes the property is structurally sound and suitable for the proposed works.

4.6 If, following the survey, additional works, specification changes, or technical constraints are identified, the Company may issue a revised specification and/or a Variation of Contract setting out any amendments to the scope, price, or programme.

4.7 Where a Variation of Contract is issued, the Customer may either:

- accept the revised terms in writing; or
- decline the variation, in which case the Contract may be cancelled **provided manufacture has not yet been authorised**.

4.8 If the Contract is cancelled under clause 4.7 before manufacture is authorised, the Company will refund the deposit **less any reasonable costs incurred**, including but not limited to survey costs (£400 including VAT), design work, and any planning or third-party fees already incurred.

4.9 Once the Customer has:

- signed the Purchase Agreement;
- paid the initial deposit; and
- approved the post-survey specification **or otherwise authorised manufacture to commence**,

the Contract becomes binding and **may not be cancelled by the Customer**, as the Products are bespoke and manufactured specifically to the agreed specification.

4.10 If the Company agrees, at its sole discretion, to accept a cancellation after manufacture has been authorised, the Customer shall be liable for **all reasonable losses incurred** by the Company, including (without limitation) manufacturing costs, materials ordered, design work, labour, and associated overheads. The Company shall be entitled to retain part or all of the deposit in settlement of such losses.

4.11 In the unlikely event that the Company is required to cancel the Contract due to circumstances outside its reasonable control (including supplier or production issues), the Company's liability shall be limited to a refund of sums paid by the Customer. No further compensation shall be payable.

4.12 Nothing in this clause affects the Customer's statutory rights in respect of defective goods or services as provided by law.

5. Complaints Handling

We always endeavour to provide the best possible service and products for our customers. However, on rare occasions, we recognize that there may be times when our customers are not completely satisfied.

To ensure we can address any issues promptly and effectively, please follow our complaints procedure below:

- As soon as possible after the completion of the works, please inspect the work to ensure everything has been carried out to our usual high standards.
- In the unlikely event there is anything you are not completely satisfied with, please contact us as soon as you can so that we can rectify any problems as quickly as possible.
- You can reach us by telephone at 01279 456670 or by email at hello@sashwindowshop.com. We will acknowledge your complaint within 48 hours and aim to resolve any issues to your satisfaction promptly.

6. Price and Payment

6.1 The Price payable and the payment schedule are shown on the Purchase Agreement.

6.2 Unless stated otherwise on the Purchase Agreement, the Price includes any applicable discounts, rebates, or offers. No reductions in Price will apply if promotional offers are introduced after the Contract date.

6.3 Payment for Supply and Install Orders is required as follows unless alternative terms are stated in the Purchase Agreement:

- Payment 1: 25% Deposit of Product Price on placing the order.
- Payment 2: 25% of Product Price on sign-off prior to production.
- Payment 3: Balance of Product Price prior to installation.
- Payment 4: Installation Price on completion of fitting.

6.4 Installation services provided by UKProsolution Ltd are directly payable to UKProsolution Ltd upon completion of the installation services.

6.5 Payment by bank transfer must clear our account prior to commencing installation services.

6.6 Ownership of the products will pass to you only once full payment is received. Until then, the products remain our property, although this does not affect our right to recover payment.

6.7 Payment must be made by bank transfer (BACS), debit, or credit card (Visa, Mastercard, and American Express). We do not accept card payments over the phone.

6.8 If you fail to make any payment by the due date, we may cancel the Contract or suspend any further deliveries or services, without affecting our right to receive payment.

6.9 If the installation is to be done in phases, payment for each phase is due upon completion of that phase.

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

7.1 All dates provided are estimates, but we will endeavour to meet the delivery dates set out in the Contract.

7.2 We will not be liable for any loss or damage resulting from a delay in delivery, except where such delay results from our breach of legal duty.

7.3 You must allow us access to your property for delivery and services as soon as possible after being advised that the goods are ready. If access is not provided within 30 days, the outstanding balance of the total price must be paid immediately.

7.4 The Customer is responsible for removing, replacing, or altering any fixtures and fittings that need to be moved to install the goods, including but not limited to shutters, curtains, blinds, and carpets. If you fail to do so, we may postpone or suspend the services and charge for lost time at a rate of £400 per fitter per day.

7.5 By signing the Purchase Agreement, you authorize our fitters to move these items at your risk. If additional time is needed to move these items, we will notify you of any price increase, which will not exceed 1.5% of the Price.

7.6 For orders on a "Supply Only" basis, the Customer is responsible for providing the necessary labor to unload and stack the goods from the transportation used for delivery.

7.7 Where 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 If the Customer fails to take delivery of the goods or fails to give the Company adequate delivery instructions, the Company may store the goods and charge for the reasonable cost (including insurance and transport) of storage or sell the goods and account to the Customer for any excess over the price or charge the Customer for any shortfall.

7.9 Should scaffolding be required for the installation of the joinery or glazing, we will inform you, and you will be responsible for meeting the cost unless agreed otherwise in writing.

7.10 The Company reserves the right to increase the delivery charge if market conditions change due to fluctuations in the Brent Crude Oil Price Index.

7.11 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 required.

8. Risk and Ownership

8.1 It is the Customer's responsibility to insure the Goods from the time they are delivered to their property.

8.2 Ownership of the Products will pass to you only after full payment is received. Until then, the Products remain our property.

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.

9.2 The Company may alter Product specifications without notice as a result of improvements to Product design, performance, or construction or as required by changes to relevant legislation.

9.3 The bespoke nature of the Company's Products means that minor details may vary, but every effort is made to ensure the appearance meets Customer expectations.

9.4 We agree to make good any damage we cause to surrounding plaster, render, coving, or brickwork to a reasonable standard of redecoration, depending on your chosen installation package.

9.5 It is your responsibility to ensure that your property is structurally sound, in good condition, and free from material defects.

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 we are not liable for any damage or loss unless caused directly by our negligence.

9.7 Any specifications, statistics, advice, or other information provided about the glass relate solely to the glass itself and do not consider the acoustic properties or performance of your building.

9.8 It is a legal requirement that all double or triple glazed sealed units manufactured in accordance with British Standard EN 1279 carry permanent and visible markings showing the sealed unit manufacturer's name or trademark and the unit composition and/or performance data. As a result, visible writing may appear within the sealed unit. The position, size and appearance of such markings are determined by the glazing manufacturer and cannot be specified or altered.

9.9 Where any pane is supplied as toughened (tempered) or safety glass, it will carry a permanent safety marking as required by applicable British or European Standards. Such markings may be etched or inked and are typically positioned near an edge or corner of the glass. These markings are a legal requirement, are applied by the glass manufacturer, and cannot be removed or repositioned.

9.10 Visible markings required by legislation, applicable standards, or glass manufacturers (including sealed unit markings, safety glass stamps, laminated glass identification marks or batch references) do not constitute defects, damage, or non-compliance with the Contract and shall not give rise to any right to rejection, replacement, or remedial works.

10. Order of Goods

10.1 By paying a deposit, the Customer confirms that they agree to pay the Price shown for the Product in the instalments agreed in the Purchase Agreement and that they accept the Company's Conditions of Sale.

11. Product and Glazing Warranty

11.1 The Company provides warranties against defects in materials and workmanship in accordance with the Sash Window Shop Supply and Install Product Warranty document, subject to the conditions, limitations and exclusions contained therein.
11.2

- **Classic, Classic Plus and Deluxe Ranges:** Covered by a 10-year warranty, subject to the specific component warranties and exclusions detailed in the Product Warranty document.
- **Standard Double-Glazed Units:** Covered by a 10-year warranty against failure of the sealed glazing unit, commencing from the date of completion of installation.
    - **Years 1–5:** Where a valid defect arises, the Company will supply a replacement glazing unit and carry out re-glazing where reasonably required.
    - **After 5 years and up to 10 years:** The Company's liability shall be limited to the supply of a replacement glazing unit only. Labour, access equipment, scaffolding and associated replacement costs are excluded.
- **Factory-Installed Vacuum Glazing:** Covered by a 15-year warranty, subject to the glass manufacturer's warranty and approval where applicable.
    - **Years 1–5:** The Company will replace the glazing unit and carry out re-glazing where reasonably required.
    - **After 5 years and up to 15 years:** The remedy shall be limited to the supply of a replacement glazing unit only, subject to manufacturer approval where applicable. Labour, access equipment, scaffolding and associated costs are excluded.

All warranties are subject to the applicable terms, conditions and exclusions set out in the Company's Supply and Install Product Warranty document.

Nothing in this clause affects the Customer's statutory rights.

11.3 Our formal written guarantee ("Guarantee") will be dispatched upon receipt of the balance payable as per clause 6.1.

11.4 The Guarantee excludes any Commissioned Works provided for units installed in swimming pool enclosures or buildings subject to excessive steam.

11.5 We warrant that the coating on Products will not blister or flake (except for natural resin exudation and movement around knots) for the following periods:

- Standard three-coat opaque joinery – 8 years for most timbers, 10 years for Accoya.
- Dark colours painted externally - Up to 2 years.
- Three-coat translucent stain – up to 3 years.

11.6 The Guarantee and warranties do not apply to the following, and we bear no liability for:

- Damage due to accident, flood, neglect, misuse, faults, pollution, or premature deterioration resulting from failure to comply with our maintenance instructions.
- Failure of Commissioned Works to reduce or eliminate condensation.
- Damage resulting from subsidence due to soil shrinkage or mine workings.
- Minor defects in plasterwork due to settlement.
- Damage or deterioration due to normal wear and tear.
- Damage caused by excessive cleaning or hosing down of Commissioned Works.
- Damage to Products installed or stored in unventilated areas or where cill projections exceed 85mm.

11.7 We disclaim any warranty that the colour or shade of the glass in our bespoke windows will match that of glass in other Products or Products supplied under a previous contract.

11.8 In the event of Property sale, provided you adhere to the Guarantee conditions, we will transfer the remaining portion of the Guarantee to the new owner upon request. We reserve the right to charge the purchaser a transfer fee of £385.00 inclusive of VAT, subject to annual adjustments aligned with the Retail Price Index.

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 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, guarantees, 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.

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 the works. If you are unable to provide permits, please email us at hello@sashwindowshop.com no later than 14 days before work commences. We will then, on your behalf, apply for Parking Restrictions with the relevant Council. Any 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, no safety devices are 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 your approval prior to manufacturing commencing. These two-dimensional drawings show window/door layout, frame, casement, and door designs. If additional detailed drawings are required or if multiple modifications are needed, extra charges may apply. The Company owns the copyright on all the drawings produced, and these drawings can only be used by the Company. If the job is cancelled after scaled drawings have been produced, we reserve the right to invoice or retain part or all of your Deposit for a “design charge.”

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, 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’s windows/doors in advertising literature, including brochures, our website, and social media.

19. Data Protection

19.1 Your name and/or address will not be divulged to anyone without your prior consent unless required or allowed by law.

20. Communications

20.1 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:

- 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
- 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.

20.2 Communications shall be deemed to have been received:

- 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
- If delivered by hand, on the day of delivery; or
- 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.

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.

Sash Window Shop Ltd