

St Neots Windows & Conservatories Limited Terms of Trading

These terms apply to both business customers and consumers

- 1.1 Some of these terms apply to consumers only; some apply to business customers only. Those terms are marked as such.
- 1.2 All other terms apply to all customers.
- 1.3 You are classified as a business customer if you indicate to us that the goods supplied by us will be used in the course of your business or if you use the goods in the course of your business.
- 1.4 If you are not a business customer, you are a consumer. You have certain statutory rights as a, which are not affected by these terms. Contact your local trading standards office for more information. Words in italic type are legal words which clarify, rather than alter, the meaning of the relevant clause.

2 Price

- 2.1 The price quoted excludes VAT (unless otherwise stated). VAT will be charged at the rate applying at the time of delivery.
- 2.2 Our estimates lapse after 30 days (unless otherwise stated). The price quoted excludes delivery and installation (unless otherwise stated). The Price for services is based on work carried out between 8am and 4pm Monday to Friday. We may charge alternative rates for out of hours work or if the contract is varied. We will confirm the further charges in writing to you.

2.5

Unless otherwise stated, the price quoted is an illustrative estimate only and the price charged will be our price current at the time of delivery.

2.6 Rates of tax and duties on the goods will be those applying at the time of delivery.

2.7 At any time before delivery we may adjust the price to reflect any increase in our costs of supplying the goods.

3 Delivery and Installation

- 3.1 All times quoted are estimates only. Including any dates that may be written on the contract. While we will try to comply with the dates required we cannot be held responsible or liable if this is not possible. (Including indirect or consequential loss) we cannot be held responsible for failure caused by suppliers, delivery dates, weather or staffing issues/iness. The customer understands delays do not give them the right to cancel the contract or claim discounts/compensation.
- 3.2 If you accept delivery/installation of the goods or completion of the works after the estimated delivery/installation time, it will be on the basis that you have no claim against us for delay (including indirect or consequential loss, or increase in the price of the goods).
- 3.3 If after works starts under building regulations and building control specify extra work the customer will be liable for the additional costs. (Please see point 6.7)

4 Safety

If we are to carry out work at your premises you must ensure that the workplace is safe for our workforce and there is suitable access and lighting to the area to be worked upon. You must provide free access to running water and electricity. We may decline to deliver the goods or carry out the work if:

- 4.2.1 we believe that it would be unsafe, unlawful or unreasonably difficult to do so; or
- 4.2.2 the premises (or the access to them) are unsuitable for our vehicle or equipment.

4.3 Where we carry out work at your premises you must comply with any applicable laws and regulations.

5 Risk

- 5.1 The goods are at your risk from the time of delivery.
- 5.2 Delivery takes place either:
 - 5.2.1 at our premises (if you are collecting them or arranging carriage); or
 - 5.2.2 at your premises or address specified by you (if we are arranging carriage).
- 5.3 You must inspect the goods on delivery. If any goods are damaged or not delivered, you must tell us within 24 hours of delivery or the expected delivery time. You must give us (and any carrier) a fair chance to inspect the damaged goods.

6 Payment terms

6.1 You are to pay us on the day of installation of the "main" work (not what the client classes as completion) for example, but not limited to, a replacement piece of glass required. This does not constitute the installation has not been completed for payment to be due

6.1.1 You agree payment will not be withheld to us regardless of any outstanding work from other trades included in the work schedule.

6.1.2 The customer agrees payment cannot be withheld for delays as per points 3.1 & 3.2

6.1.3 If following installation there is a snagging item the customer will not withhold monies owed unless agreed in writing with the company.

6.1.4 Customers cannot claim/demand compensation because there have been snags following installation.

6.1.5 It is the customer's responsibility to ensure they have confirmed the style and finish of the product and ask for samples if necessary. Following installation just because they do not like the style or finish they cannot reject it and refuse to pay.

6.2 **Business customers:** If you fail to pay us in full on the due date we may:

- 6.2.1 suspend or cancel future deliveries;
- 6.2.2 cancel any discount offered to you;
- 6.2.3 **Business Customers:** charge you interest at the rate set under s.6 of the Late Payment of Commercial Debts (Interest) Act 1998;
 - a. calculated (on a daily basis) from the date of our invoice until payment;
 - b. before and after any judgment (unless a court orders otherwise);
- 6.2.4 **Consumers only:** charge you interest at a rate equivalent to the rate set for business debts under s.6 of the Late Payment of Commercial Debts (Interest) Act 1998;
 - a. calculated (on a daily basis) from the date of our invoice until payment;
 - b. before and after any judgment (unless a court orders otherwise);

6.2.5 claim fixed sum compensation from you under s.5A of that Act to cover our credit control overhead costs; and

6.2.6 recover (under clause 6.8) the cost of taking legal action to make you pay immediately suspend your guarantee and/or not honour service calls.

6.3 You do not have the right to set off any money you may claim from us against anything you may owe us.

6.4 **Consumers:** you may only set off money you claim from us against money you owe us with our written agreement and on such terms as we may state. While you owe money to us, we have a right to keep any property we may hold of yours until you have paid us in full (a lien).

6.5 Should we be required to remedy or vary the Contract due to Clause 8.10 you will be liable to pay extra costs.

6.6 You are to indemnify us in full and hold us harmless from all expenses and liabilities we may incur (directly or indirectly and including finance costs and legal costs on a full indemnity basis) following any breach by you of any of your obligations under these terms.

6.7 **Consumers:** clause 6.6 means that you are liable to us for losses we incur because you do not comply with these terms. We may claim those losses from you at any time and if we have to take legal action we will ask the court to make you pay our legal costs.

6.8 Payment will not be accepted by credit card.

7 Title

7.1 **Consumers:** your statutory rights are unaffected.

7.2 **Business customers:** until you pay all debts you may owe us:

- 7.2.1 all goods supplied by us remain our property;
- 7.2.2 you must store them so that they are clearly identifiable as our property;
- 7.2.3 you must insure them (against the risks for which a prudent owner would insure them) and hold the policy on trust for us;
- 7.2.4 you may use those goods and sell them in the ordinary course of your business, but not if:
 - a. we revoke that right (by informing you in writing); or
 - b. you become insolvent.
- 7.2.5 your guarantee is not valid and service calls may not be satisfied

7.3 **Consumers:** until you pay all debts you may owe us:

- 7.3.1 all goods supplied by us remain our property;
- 7.3.2 you must store them so that they are clearly identifiable as our property;
- 7.3.3 your guarantee is not valid and service calls may not be satisfied

7.4 **Business customers:** you must inform us (in writing) immediately if you become insolvent.

7.5 **Business customers:** if your right to use and sell the goods ends you must allow us to remove the goods.

7.6 **Business customers:** we have your permission to enter any premises where the goods may be stored:

- 7.6.1 at any time, to inspect them; and
- 7.6.2 after your right to use and sell them has ended, to remove them, using reasonable force if necessary.

7.7 Despite our retention of title to the goods, we have the right to take legal proceedings to recover the price of goods supplied should you not pay us by the due date.

7.8 You are not our agent. You have no authority to make any contract on our behalf or in our name.

8 Warranties

Any trades services listed on the contract where monies are paid direct to the tradesman are a direct contract with that tradesman and do not form part of the contract with St Neots Windows. St Neots Windows are not responsible for the tradesmen and we act as a project manager only. All work carried out by the tradesman are covered by their own warranty period and **not St Neots Windows warranty.** Building work has a 3 year guarantee. Electrical/Plumbing work etc have a 1 year guarantee. Plastering 1 year

8.1 Any unauthorised work carried out by anyone other than us, or authorised by us on any product supplied, manufactured or installed by us will invalidate your guarantee. If the maintenance instructions provided are not followed, for instance regular lubrication of the product it will invalidate your guarantee. We guarantee our products for the following periods:-

- 8.1.1 **Consumers:** Windows, Doors, Sealed Units, Conservatory Roofs, Door Panels and Roofline for 10 years. (woodgrain panels, including door panels, and conservatory coloured guttering for a period of 5 years). Glass with internal blinds is guaranteed for a period of 5 years the mechanism for a period of 2 year
- 8.1.2 All items and moving parts i.e. trims, screws, handles, moving parts, letterbox and hinges etc for 1 year.
- 8.1.3 **Business customers:** Windows, Doors, Sealed Units, Conservatory Roofs, Door Panels and Roofline for 5 years. Glass with internal blinds is guaranteed for a period of 2 years the mechanism for a period of 2 year
- 8.1.4 All items and moving parts i.e. trims, screws, handles, moving parts, letterbox and hinges etc for 1 year.

8.2 This guarantee is issued to the named person on the Contract while they reside at the property and is not transferable.

8.3 All service calls resulting from misuse or neglect will be charged at our current standard call out rate. Please note the company cannot be held responsible for letter boxes broken by misuse. If goods are genuinely faulty no charge will be made for service calls. Your guarantee will be reinstated when full payment is made. An insurance policy to cover the guarantee is automatically issued to consumers installations that come under FENSA regulations. Insurance policies are not applicable to business customers

8.3.1 All service calls resulting from act of God, storms, high winds or other forces of nature etc are not covered by the guarantee and will be liable to the relevant repair costs.

8.3.2 Service calls resulting in non attendance by the customer or where cancellation notice is less than 24 (office) hours will be charged at our current standard call out rate, plus the cost of any goods ordered. Please note our office hours are Mon to Fri 9am-5pm.

8.4 We warrant that the goods:

- 8.4.1 comply with their description on our Contract with you; and
- 8.4.2 are free from material defect at the time of delivery (as long as you comply with clause 8.7).

8.5 We give no other warranty (and exclude any warranty, term or condition that would otherwise be implied) as to the quality of the goods or their fitness for any purpose.

8.5.1 We do not guarantee our products against the damage caused by the weather, for example, but not limited to winds/storms/sun bleaching/etc.

8.6 **Consumers:** the warranty in clause 8.1 is in addition to your statutory rights.

8.7 If you believe that we have installed or delivered goods which are defective in material or workmanship, you must:

- 8.7.1 inform us (in writing), with full details, as soon as possible; and
- 8.7.2 allow us to investigate (we may need access to your premises and product samples).

8.8 If the goods are found to be defective in material or workmanship (following our investigations), and you have complied with those conditions (in clause 8.7) in full, we will (at our option) repair the goods replace the goods or refund the price. The decision to

repair rather than replace the product shall be made by us and the customer has no rights to demand replacement unless such a repair will render the product substandard.

8.8.1 The customer must accept industry tolerances and will not demand that the company adheres to what the customer terms as the correct standard.

8.8.2 The customer will not claim compensation for remedial work being carried out under the warranty including indirect or consequential loss. There will be no claim for what a customer classes as inconvenience to them..

8.9 We do not guarantee our product to be free from condensation on the inside of the window:

8.9.1 We will not accept any liability if ventilation is not allowed and any internal condensation is not wiped dry resulting in damp or mould to form.

8.9.2 We do not advise that any plants, or items that require water, are kept on internal window boards. Spilt water or excessive moisture can cause the window board joints to blow. If the window board lifts, or the joints blow, & we deem this is the cause it will be classed as misuse & not covered under the guarantee. Any genuine fault will be rectified.

8.10 We will not accept any liability for any defect in the original construction of the property - or any remedial work required due to this following the installation of our products. (Please see point 6.5)

8.10.1 Unless agreed in writing it is your responsibility to disconnect all workable items for example, but not limited to, extractor fans, alarms, doorbells, etc. The Company will not be held responsible if these have not been disconnected and the company will not re-install.

8.10.2 While the company will make every effort for any work not to effect internal decoration we cannot be held responsible for any damage caused or the redecoration of it. It is not the companies' responsibility to re-plaster internal reveals.

8.10.3 It is the customer's responsibility to ensure they know to what standard of finish anywork carried out by us, or any tradesman listed on the contract, will be finished to. If, before the work is commenced, the customer does not ensure a specified level of finish with the tradesman and following completion it is not to the level expected of by the customer it will be the customers responsibility to carry out any further work.

8.10.4 Windows and Doors will not be framed with trim for aesthetic purposes unless included in the price of the contract.

8.10.5 We shall not be responsible for installing or re-installing of, for example but not limited to, wiring, pelmets, curtain tracks, blinds, shutters, pipes etc. unless expressly stated by us in writing.

8.10.6 While the company, and the various trades, will make every effort to clean the area they have worked on. The customer accepts that it is the trade's job to carry out the work and the householder's responsibility to clean the area.

8.11 We are not liable for any other loss or damage arising from the contract or the supply of goods or their use, even if we are negligent, including (as examples only):

- 8.11.1 direct financial loss, loss of profits or loss of use; and
- 8.11.2 indirect or consequential loss
- 8.11.3 Delivery dates/installation dates offered by the company shall be upheld where workload, labour availability, supplier delivery and weather allow. The company shall not be held liable or financially responsible for any delays howsoever caused.
- 8.11.4 We do not accept any liability (including indirect or consequential loss) for any damage to property/flooring/household goods/ decoration etc. caused from, for example but not limited to water ingress i.e. a leak from conservatory roof/guttering/doors/etc.

8.12 Our total liability to you (from one single cause) for damage to property caused by our negligence is limited to five million pounds.

8.13 For all other liabilities not referred to elsewhere in these terms our liability is limited in damages to the price of the goods.

8.14 If following installation of our product there is a fault, leak, or issue, that in our opinion, is due to the latent build, or existing condition of the consumer's house, should the householder disagree, it is their responsibility, and their expense to obtain a surveyors report from a reputable, registered company to provide to us for consideration

9 Specification

9.1 If we prepare the goods in accordance with your specifications or instructions you must ensure that:

- 9.1.1 the specifications or instructions are accurate;
- 9.1.2 goods prepared in accordance with those specifications or instructions will be fit for the purpose for which you intend to use them; and
- 9.1.3 your specifications or instructions will not result in the infringement of any intellectual property rights of a third party, or in the breach of any applicable law or regulation.

9.1.4 The customer is responsible, when not using our surveyor, for making sure all dimensions and details are correct including deductions for add on's etc.

9.2

Business Customers and consumers:

We reserve the right:

- 9.2.1 to make any changes in the specifications of our goods that are necessary to ensure they conform to any applicable safety or statutory requirements; and
- 9.2.2 to make without notice any minor modifications in our specifications we think necessary or desirable.

9.2.3 Slight changes of style and/or finish of goods may be applied by the manufacturer of the goods at any time.

9.2.4 Only bases on warm roof conservatories will conform to building regulations standards. There are no building standards applicable to bases on any other type of structure.

9.2.5 Trickle vents will be installed in the locations we choose, to the minimum requirement as per current regulations. Extra vents required by you must be specified at the time of order

10 Return of goods

10.1 We will accept the return of goods from you only:

- 10.1.1 by prior arrangement (confirmed in writing);
- 10.1.2 on payment of an agreed handling charge (unless the goods were defective when delivered/ installed) and
- 10.1.3 where the goods are as fit for sale on their return as they were on delivery.

11 Cancellation

11.1 You may not cancel the order unless we agree in writing (and clause 11.2 then apply).

11.2 If the order is cancelled (for any reason) you are then to pay us for all stock (finished or unfinished) that we may then hold (or to which we are committed) for the order including, if the survey has been carried out, the survey fee, and our administration cost, which will be calculated to the actual admin/labour incurred.

11.3 The contract is subject to survey, if, after survey, any issues or incorrect details are found we have the right to cancel the contract. Any contract cancelled by us will receive a refund of the deposit less the survey fee.

11.4 **Consumers:** you have the right to cancel this contract within 14 days of the date of signing but in accordance with point 11.2.

11.5 We may suspend or cancel the order, by written notice if:

- 11.5.1 you fail to pay us any money when due (under the order or otherwise);
- 11.5.2 you become insolvent;
- 11.5.3 you fail to honour your obligations under these terms.

12 Waiver and variations

12.1 Any waiver or variation of these terms is binding in honour only unless:

- 12.1.1 made (or recorded) in writing;
- 12.1.2 signed on behalf of each party; and
- 12.1.3 expressly stating an intention to vary these terms.

12.2 All orders that you place with us will be on these terms (or any that we may issue to replace them). By placing an order with us, you are expressly waiving any printed terms you may have to the extent that they are inconsistent with our terms.

12.3 The customer acknowledges that contracts sent by email from us and returned signed by the customer that they have read and agree to our terms and conditions which can be found on our website

13 Force majeure

13.1 If we are unable to perform our obligations to you (or able to perform them only at unreasonable cost) because of circumstances beyond our control, we may cancel or suspend any of our obligations to you, without liability.

13.2 Examples of those circumstances include act of God, accident, explosion, war, terrorism, fire, flood, transport delays, strikes and other industrial disputes and difficulty in obtaining supplies.

14 General

14.1 English law is applicable to any contract made under these terms. The English and Welsh courts have non-exclusive jurisdiction.

14.2 If you are more than one person, each of you has joint and several obligations under these terms.

14.3 You are responsible for obtaining all relevant planning permission from the appropriate Authorities including Estate Builders Covenants.

14.4 Site work where we are sub-contractors it is the contractors responsibility to be aware of and comply with any applicable laws and regulations and also ensure we have been informed of such

14.5 If any of these terms are unenforceable as drafted:

- 14.5.1 it will not affect the enforceability of any other of these terms; and
- 14.5.2 if it would be enforceable if amended, it will be treated as so amended.

14.6 We may treat you as insolvent if:

- 14.6.1 you are unable to pay your debts as they fall due; or
- 14.6.2 you (or any item of your property) become the subject of:
 - a. any formal insolvency procedure (examples of which include receivership, liquidation, administration, voluntary arrangements (including a moratorium) or bankruptcy);
 - b. any application or proposal for any formal insolvency procedure; or
 - c. any application, procedure or proposal overseas with similar effect or purpose.

14.7 All brochures, catalogues, showroom products and other promotional materials are to be treated as illustrative only. Their contents form no part of any contract between us and you should not rely on them in entering into any contract with us. We reserve the right to change or upgrade our products.

14.7.1 Contract sizes show measurements brick to brick and not opening sizes.

14.8 **Business customers:** Any notice by either of us which is to be served under these terms may be served by leaving it at or by delivering it to (by first class post or by email) the other's registered office or principal place of business. All such notices must be signed.

14.9 No contract will create any right enforceable (by virtue of the Contracts (Rights of Third Parties) Act 1999) by any person not identified as the buyer or seller.

14.10 The only statements upon which you may rely in making the contract with us, are those made in writing by someone who is our authorised representative and either on our contract or variation of Contract signed by both parties.

14.10.1 The customer agrees and adheres to the fact that this contracts prices and specifications supersede all previous estimates and quotations verbal or written.

14.11 Nothing in these terms affects or limits our liability for fraudulent misrepresentation.

14.12 Verbal abuse to staff will not be tolerated and will result in your guarantee being suspended until such time as you treat our staff politely.