St Neots Windows & Conservatories Limited
Terms of Trading

These terms apply to both business customers and consumers

1. All terms apply to all customers.

Price

2. The price quoted excludes VAT (unless otherwise stated). VAT will be charged at the rate applying at the time of delivery.

2.1 Our quotations 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.

2.2 **Customers:** 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.

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

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

Delivery and Installation

3. 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 or staffing issues/illness. The customer understands delays do not give them the right to cancel the contract or claim discounts/compensation.

3.1 If you accept delivery of the goods or completion of the works after the estimated delivery 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).

4 Safety

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

4.1.1 we believe that it would be unsafe, unlawful or unreasonably difficult to do so; or

4.1.2 the premises (or the access to them) are unsuitable for our vehicle or equipment.

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 48 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 in cash or in cleared funds prior to delivery, unless you have an approved credit account:

6.2 If you have an approved credit account, payment is due no later than 30 days after the date of our invoice unless otherwise agreed in writing.

6.3 If you fail to pay us in full on the due date we may:

6.3.1 suspend or cancel future deliveries;

6.3.2 cancel any discount offered to you;

6.3.3 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);

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

6.3.5 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.

6.4 If you have an approved credit account we may withdraw it or reduce your credit limit or bring forward your due date for payment. We may take any of these actions at any time and without notice.

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

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 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.

7 Title

7.1 Until you pay all debts you may owe us:

7.1.1 all goods supplied by us remain our property;

7.1.2 you must store them so that they are clearly identifiable as our property;

7.1.3 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 We have your permission to enter any premises where the goods may be stored:

7.2.1 at any time, to inspect them; and

7.2.2 after your right to use and sell them has ended, to remove them, using reasonable force if necessary.

7.3 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.

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

Warranties

8 Any unauthorised work carried out by anyone other than us, on any product supplied, manufactured or installed by us will invalidate your guarantee. We guarantee our products for the following periods:-

8.1 All goods covered by a comprehensive 1 year guarantee, including glass, hinges, gearing, and handles. If replacement parts are required under the guarantee they will be supplied to the customer **but not** installed by us.

8.2 Goods modified by customers causing failure of the product in any way invalidates the guarantee.

8.3 This guarantee is issued to the named person on the Contract and is not transferable.

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 or collection.

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.

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

8.7 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);

8.7.1 direct financial loss, loss of profits or loss of use; and

8.7.2 indirect or consequential loss

8.7.3 Delivery 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.

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

8.9 Nothing in these terms restricts or limits our liability for death or personal injury resulting from negligence.

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 resposible, when not using our surveyor, for making sure all dimensions and detials are correct including deductions for add on's etc.

9.2 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.

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) 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.

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

11.3.1 you fail to pay us any money when due (under the order or otherwise);

11.3.2 you become insolvent;

11.3.3 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.

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.

14.4 If any of these terms are unenforceable as drafted:

14.3.1 it will not affect the enforceability of any other of these terms; and

14.3.2 if it would be enforceable if amended, it will be treated as so amended.

14.5 We may treat you as insolvent if:

14.5.1 you are unable to pay your debts as they fall due; or

14.5.2 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.

14.6 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 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 fax) the other's registered office or principal place of business. All such notices must be signed.

14.8 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.

14.9 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.

14.9.1 The customer agrees and adheres to the fact that this contracts prices and specifications supersede all previous estimates and quotations.

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

14.11 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.