

Contract & Terms Jade of Wollaston Ltd

1. BASIS OF THE CONTRACT

1.1 In these conditions of sale Jade of Wollaston Ltd is referred to as "the Company" and the person or persons signing the contract are referred to as "the Customer" the supply of materials is referred to as "Goods" and the provision of the installation service is referred to as "the Services".

1.2 It is the intention of the Company that all terms of the contract are contained in this document. The Customer is advised to ask for confirmation of any variation of the terms of the contract in writing signed by a director of the Company.

1.3 Words importing the singular includes the plural, words importings any gender include every gender and (in each case) vice versa.

2. CANCELLATION RIGHTS OF THE CUSTOMER

2.1 The Customer may cancel this Contract by giving written notice to the Company within 7 days of the Contract being signed by the Customer. For convenience the Customer may use the notice of cancellation attached. Similarly the Company may cancel this Contract by giving written notice to the Customer within 7 days of the Contract being signed by the Customer. For the avoidance of doubt any notice of cancellation given by the relevant party after 7 days of the signing of this Contract shall not be a valid notice of cancellation

2.2 The Customer may also cancel the Contract at any time after sales survey by giving notice to the Company of such cancellation and in such event the Customer shall be liable to pay to the Company by way of agreed damages a sum equal to 25% of the value of the Contract net of VAT together with expenses reasonably and necessarily incurred by the Company.

2.3 The Company reserve the right to increase the price for the Goods and Services as defined in clause 5.1, in the event of that a survey report from the Surveyor (as defined in clause 6.1) reveals any complications, additional work or extra goods required, which do not appear in the original order and which have the effect of increase in the original quoted price.

2.4 Any price increase proposed to be made by the Company pursuant to clause 2.1 shall be notified to the Customer (together with reasons for such increase) in writing within 21 days of receipt by the Company of the survey report from the Surveyor.

2.5 Upon receipt of the Company's written notice pursuant to clause 2.3 ("the Company's Notice"), the Customer shall have the right to cancel the contract by written notice to the Company within 21 days from the date of receipt of the Company's Notice.

2.6 In the event that the contract is cancelled pursuant to this clause 2, the Company's liability shall be limited to the refund of any payment made by the Customer in connection with the contract.

3. SPECIFICATIONS

3.1. The Customer shall be responsible to the Company for ensurance the accuracy if the terms of any specification or information submitted by the Customer, and for giving the Company any designs, drawings, materials, equipment, access to the site, information and instructions within a sufficient time to enable the Company to perform the contact in accordance with its terms.

3.2 Demonstration windows, doors and other products are used to demonstrate the working of a typical products and its composition ("the Demonstration Products"). The Goods detailed in the schedule overleaf will as far as is reasonably possible confirm in appearance and operation to the Demonstration Products.

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3.3.1 To conform with any applicable safety or other statutory requirements; or

3.3.2 Where the Goods are to be supplied to the Consumer's specification the Company may substitute other reasonably similar parts (which do not materially effect the quality or performance) for a special part ordered by the Customer, which the Company considers to be unprocurable in sufficient quantities or unprocurable in sufficient time or procurable only with difficulty or at an excessive cost; or

3.3.3 Where in accordance with the Company's policy of continuous development in the standard of its products, the Company reasonably believes the substitution of the agreed part or materials ("the Agreed Parts") with other parts or materials ("the Replacement Parts") will improve the quality or performance of the Goods or reasonably believe the Replacement Parts in place of the Agreed Parts.

3.4 The Customer is advised that Goods ordered under this contract are purpose made specifically for the Customers' particular requirements and accordingly the Customer may only vary or alter the order placed if the Goods ordered have not been partially or wholly manufactured and /or raw materials have not been irrevocably allocated to that order.

4. SCOPE OF THE SERVICES

4.1 The Company will make good brick work and plaster immediately adjacent to each unit installed provided that the existing surround is in good condition. No responsibility is accepted by the Company to restore or match the state of decorating repair where this has been unavoidably disturbed during the installation or where the existing surround is in good condition. No responsibility is accepted by the Company to restore or match the state of decorative repair where it has been unavoidably disturbed during the installation or where the existing surround is in poor condition.

4.2 Where the Company undertakes associated building work all reasonable effort will be made to ensure matching of the new existing bricks/stonework however no guarantee can be given to this effect, particularly in regard to matching the effect of weathering.

4.3 Installation is restricted to removal of old and the installation of new frames making good as detailed in clause 4.1 above and does not include structural alterations or repairs, unless specifically agreed in writing with the Customer.

4.4 All items removed during installation will become the property of the Company who will be responsible for disposing of the same as it sees fit

5 PRICE

5.1 The price of the Goods and Services shall be the Company's quoted price as stated overleaf. The total price quoted shall be inclusive of Value Added Tax (unless otherwise stated) which shall be payable by the Customer.

5.2 If the installation is not required by the Customer within 26 weeks from the date of this contract then the Company shall be at liberty to charge the price for the Goods ruling at the expiration of the said 26 week period in substitution for the price shown in this contract.

5.3 Payment of the balance due to the Company as shown overleaf, falls due for payment immediately upon delivery of the installation or upon fixing of the installation being completed where fixing is part of the contract and accordingly time of payment shall be of the essence.

5.4 All sums payable under the terms of this contract should be made by Customer in cash for which a receipt will be given by way of cheque or money order made payable to Jade of Wollaston Ltd and crossed "account payee". Payment by credit card will not be accepted.

5.5 In the event that the Customer alleges the fixing is incomplete as a result of a minor defect then the Company will investigate. If part of the balance shown overleaf is withheld as a result of an alleged minor defect then the sum withheld is not to be greater than it is to be reasonably related to the alleged minor defect.

5.6 In the event that the Customer is obtaining finance organised by Finance Houses appointed by Jade of Wollaston Ltd the Customer shall be deemed to have complied with clause 5.4 upon receipt by the Company of a satisfaction note duly signed by the Customer.

5.7 If the Customer fails to make the payment on the due date then without prejudice to any other right or remedy available to the Company, the Company shall be entitled to charge the Customer interest (both before and after judgement) on the amount unpaid at the rate of 3% per annum above Barclays Bank plc base rate from time to time until payment is made in full.

6. TIME FOR PERFORMANCE

6.1 The Company shall at its own expense appoint a surveyor of the Property for the purposes of the proposed installation ("The Surveyor")

6.2 The Company will advise the Customer of the estimated survey date (and use its reasonable endeavours to ensure that such date is within 28 days of the contract date) and unless the Customer shall within 3 working days notify the Company that this date is not convenient then the Customer will permit the Surveyor access within normal working hours on such date (or on such other week day as may be agreed being a date within 14 days following the original estimated survey date) ("the Survey Date"). In the event that the Customer declines to permit the Surveyor to survey the property on the Survey Date the Company shall be entitled to treat this contract as cancelled by the Customer in which case the Customer shall pay the company by way of agreed damages a sum equal to 10 per cent of the value of the contact net of VAT together with expenses reasonably and necessarily incurred by the Company on behalf of the Customer.

6.3 The Customer shall ensure that on the Survey Date either the Customer of an authorised representative of the Customer is present to sign the survey sheet and such signatory (not being the Customer) shall be deemed to be so authorised and the Surveyor or the Company, its agent or employees shall not be bound to enquire as to the validity of such authorisation.

6.4 The Customer estimates that installation will be undertaken within the period stated on the survey sheet. The Company undertakes to use reasonable endeavours to complete the installation by the end of period specified.

6.5 The Company will notify the Customer by telephone as soon as practical after the manufacture of the Goods (or where installation is delayed when the Company is in a position to proceed) of the proposed date for installation. Unless the Customer shall within 3 working days notify the Company that this date is not convenient then the Customer will permit the Company access within normal working hours of such date (or on such other week day as may be agreed being a date within 42 days following the original proposed date for installation). If no appointment shall have been made or no access is given for the installation to be carried out by the end of such period of 42 days due to the fault or failure of the Customer, then the Company shall be entitled to treat this contract as cancelled by the Customer in which case the Customer shall pay to Company by way of agreed damages a sum equal to 70% of the value of the contract at net of VAT together with expenses reasonably and necessarily incurred by the Company on behalf of the Customer.

7. SITE PREPARATION BY THE CUSTOMER

7.1 The Customer shall be responsible for the removal from the site of all ornaments and the removal and 7.2 If it is necessary, the Customer shall at his own expense remove or re-site prior to the installation any gas, electrical, plumbing, alarm or telephone installations and connections.

7.3 The Customer shall be responsible for ensuring that the supply and fitting of the products complies with all applicable Statutes, Order, Council Regulations or Directions of Government Local or Authority Regulations and in particular that he lawfully obtained every necessary licence permit or authority required in connection therewith

7.4 The Customer shall permit the Company's servants workmen or agents to have access to his premises at any reasonable time to enable requisite preparatory work to be carried out as well as for installation to be

completed.

7.5 If the Customer does not perform its obligations under this clause 7, the Company shall be entitled to perform the obligations on the Customer's behalf and charge the Customer expenses and cost reasonably incurred as a result.

8.SAFETY DURING INSTALLATION

8.1 The Customer shall ensure that it shall not (nor will permit anyone else to) do anything or omit to do anything, which would render the premises as unfit or unsafe working environment for the Company's agents or employees.

8.2 The Customer shall be responsible for taking all due and reasonable care of its own safety and the safety of any third parties on the premises during the provision of the Services.

9.RISKS AND TITLE

9.1 Risk of damage to or loss of the Goods shall pass to the Customer from the date as arranged between the Customer and the Company specified in clause 6.5 above.

9.2 Notwithstanding the passing of risk in the Goods, or any other provision of these conditions, the property in the Goods shall not pass to the Customer until the Company has received, in cash, or cleared funds, payment in full of the price of the Goods and all other goods agreed to be sold by the Company to the Customer for which payment is due.

9.3 Until such times as the property in the Goods passes to the Customer, the Customer shall hold the Goods as the Company's fiduciary agent and bailee

9.4 Where the Company incurs any costs in enforcing its rights and remedies against the Customer (howsoever Source or arising) then the Customer agrees that he shall indemnify the Company on a full indemnity basis against such costs the same to be debt due from the Customer to the Company.

10 LIABILITY

10.1 The performance and quality of all sealed glass units, gaskets are guaranteed for a period of 5 years from installation allowing for fair wear and tear. Handles, hardware and locking mechanisms are guaranteed for 1 year. Brass wear is not guaranteed. Colour fastness for wood grain finish profile is guaranteed for a period of 10 years from installation providing the Customer follows simple maintenance procedures of regularly washing the profile with warm soapy water.

10.2 All white PVCU profile products are guaranteed in respect of colour, stability, shape, retention, impact. 10.3 If the products covered by the guarantees referred to in clauses 10.1, 10.2 and 10.3 above prove to be in breach of the relevant guarantee during the period covered by the relevant guarantee the Company will at the Company's option replace or repair the product free of charge

10.4 The above guarantees given by the Company are subject to the following conditions.

10.4.1 The Company shall be under no liability in respect of any defect in Goods arising from any drawing, design or specification supplied by the Customer.

10.4.2 The Company shall be under no liability in respect of any defect from fair wear and tear; wilful damage; negligence; abnormal working conditions; failure to follow the Company's instructions; misuse or alteration or repair of the Goods without the Company's approval.

10.4.3 The Company shall be under no liability of the total price for the Goods have not been paid by the due date for the payment.

10.5 The Company's 10 year guarantee referred to in clause 10.1 are not transferable or assignable unless the Customer sells the property during the three years following the date of installation and application of the guarantee transfer is made within 28 days of the date of transfer of ownership of the property. In such event, the Company will transfer the guarantee referred to in clause 10.2 to the new owners for a total period of 10 years effective from the date of installation and the guarantee referred to at clause 10.1 to the new owner for the period remaining in respect of such guarantee.

10.6 Subject to clause 10.8 the guarantee referred to in clause 10.1 and 10.2 are not transferable assignable to any new occupant on the sale of the property.

10.7 There shall be a de minimis of £50 for any claims for damage, consequential loss or rectification costs.

10.8 The Company shall not be liable to the Customer or be deemed to be in breach of the contract by reason of any delay in performing, or any failure to perform, any of the Company's obligation in relation to the Goods or services, if the delay or failure was due to any cause beyond the Company's reasonable control.

10.9 The Customer has a choice to purchase laminated glass, annealed glass or toughened glass. The Company will endeavour to ensure that the quality of the glass complies with the standards of the glazing industry. However, the Customer should note that there may be inherent defects or minor imperfections arising out of the manufacture of toughened glass and this is reflected in the price. Accordingly, the Company cannot accept liability for any minor imperfections arising out of the manufacturing process. If the Customer is concerned and does not wish to risk the possibility of minor imperfections, it should opt for the laminated or annealed glass.

11. INSOLVENCY OF THE CUSTOMER

This condition applies if the Customer makes any voluntary arrangement with its creditors; or becomes subject to an administration order; or becomes bankrupt; or goes into liquidation; or encumbrance takes replacement of all fixtures such as curtains/ pelmets and blinds, prior to the installation.

strength, retention and resistance from laden atmosphere, salt, cement, mortars and certain other materials used in the construction industry, providing the Customer follows simple maintenance procedures of regularly of washing the PVCU profile with warm soapy water.

possession; or a receiver (and for the avoidance of doubt including an administrative receiver) is appointed over any of the property or assets of the Customer; or the Customer ceases or threatens to cease to carry on business; or the Company reasonably apprehends that any of the events mentioned above is about to occur in relation to the Customer and notifies the Customer accordingly. In the event of the above, without prejudice to any other right or remedy available to the Company, the Company shall be entitled to cancel the contract or suspend any further deliveries under the contract without any liability to the Customer and if the Goods or Services had been supplied but not paid for the price shall become immediately due and payable **notwithstanding any previous agreement to the contrary.**

12.NOTICES

12.1 Any notice required to be given by either party to the other with respect to this contract shall be delivered by hand or sent by first class post or if so required under the terms of the contract by recorded delivery to the address of the addressee in accordance with clause

12.3 or to such other address (being in Great Britain) as the addressee may from time to time have notified for the purpose of this clause and shall be deemed to have been received: -

12.1.1 if sent by first class post: two business days after posting exclusive of the day of posting

12.1.2 if delivered by hand or recorded delivery: on the day of delivery

12.2 In proving service if the notice delivered by hand or recorded delivery it shall be necessary to produce a receipt for the communication signed by or on behalf of the addressee; if sent by post it shall be necessary only to prove that the communication was contained in an envelope which was duly addressed and posted in accordance with this clause 12

12.3 For the purpose of clause 12.1 the address of the Company shall be Jade of Wollaston Ltd, Unit 3A Thrift Street, Wollaston, Northants, NN29 7QJ The address for the Customer shall be the installation address specified overleaf. All communications addressed to the Company shall be marked for the attention of the Sales Director

13 MISCELLANEOUS

Customers who have finance company approval for home improvement loans but who choose to purchase the Company's Goods by alternative means are deemed by the Company to pay cash on installation and therefore clause 5.4 of these conditions of sale shall apply

14 GENERAL

14.1 No waiver by the Company of any breach of the contract by the Customer shall be considered as a waiver of any subsequent breach of the same or any other provision

14.2 If any provision in these conditions is held by any competent authority to be invalid or unenforceable in whole or in part the validity of the other provisions of these conditions and the remainder of the provision in question shall not be effected thereby.

14.3 The Company shall be entitled to assign the contract to any subsidiary or holding company. Subject to this, this Agreement may not be assigned without prior written consent of the parties.

14.3 The contract shall be governed and construed in accordance with English law.

15. CUSTOMERS PLEASE NOTE

15.1 In the formulation of the contract the use of abbreviations and product codes is unavoidable. If you are uncertain as to the meaning of any of these please request clarification from the salesman and/ or surveyor

15.2 The company reserves the right to retain guarantees warrantees or FENSA registrastion, these will be issued once monies outstanding to the company are paid in full and cleared to the agreement of the Directors of Jade of Wollaston Ltd.

15.3 The Company cannot guarantee that condensation, if any, can be eliminated or reduced by the installation of its products. Double glazing is designed primarily to reduce the heat loss which occurs through single glazing. The fitting of double glazing products will not in itself eliminate condensation. This is depended upon the environment within the dwelling.

15.4 All Leaded and Georgian Effect products may have slight variations and the Company cannot guarantee to completely match patterns adjacent windows and/ or door areas as the patterns are set out and spaced in accordance with the general trade practice.

15.5 Due to the implementation of Building regulation appertaining to window and door installation, customer may notice the effect of the low immivisity coatings "for example Pilkington K" glass " this may create a tinting effect to the glass and therefore any secondary visuals, for example net curtains/ blinds/ Georgian bars. The company cannot be held responsible for this phenomenon, as it is a natural by product of the glass manufacturing process.

15.6 The Customer is advised that if he feels it appropriate he should take legal advice upon the meaning of these conditions of sale.

Jade of Wollaston Ltd

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Please note a large format double space, PDF versions are available upon request.