



THE SASH
WINDOW
WORKSHOP

THE SASH WINDOW WORKSHOP TERMS AND CONDITIONS

1 Application of these Conditions

1.1 We intend to rely upon the Conditions set out in this document. They should be read in conjunction with the technical guides and warranty documents to be found on www.sashwindow.com/resources/technical-guides. If you request any changes to these Conditions and we agree to make them, we will record such changes in writing and send you a copy. This Contract will be concluded and become legally binding only when it has been signed by the named person(s) printed at the top of the Purchase Agreement.

2 Quotations and Orders

2.1 Any quotation given by us is valid for the period stated on the front of the Purchase Agreement.

2.2 It is your responsibility to ensure the accuracy of the description of the Goods and Services set out on the Purchase Agreement and to inform us of any amendments required in writing to info@sashwindow.com. This includes but is not limited to changes in the glass, paint finish or ironmongery specifications. Any amendments may result in a change in the Price.

2.3 We constantly strive to improve our products and services and therefore reserve the right to make minor technical changes to the Goods or Services which are deviations from the original specification for the improvement of our product.

2.4 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 our fitters are engaged in providing the Services. Any such increase in the Price will be calculated at the rate of £500 plus VAT per fitter per day.

2.5 If the supply of Goods or Services is interrupted or delayed by you for more than one calendar year after your order has been signed, for whatever reason, we reserve the right to update the Price in accordance with the then prevailing Price File.

3 Survey

3.1 If we decide to survey your property this will be done at our sole expense and we will carry out the survey for the proposed work within 14 days of you signing the Purchase Agreement at a mutually agreeable time.

3.2 Any survey we carry out is NOT a full structural survey of your property and will relate only to the installation of the Goods and to items which can be reasonably established from a non-destructive examination. The Price is calculated on the assumption that your property is structurally sound and that there are no factors that would make our performance of the Contract more difficult than might reasonably be anticipated at the time you signed the Contract. If you are in any doubt about the condition of your property you are advised to obtain your own independent survey. We reserve the right to remove render, plaster, architraves, beading and linings at time of survey in order to establish correct manufacturing dimensions. Any damage will be made good upon installation.

3.3 If our surveyor reports technical problems that make the manufacture or satisfactory installation of the Goods materially more difficult or more costly than we could reasonably have anticipated at the date of the Contract we will inform you of such technical problems as soon as reasonably practicable following the survey. In such circumstances we reserve the right to cancel the Contract or to increase the Price by giving you notice in writing to

reflect our additional costs or additional work required. If we give you a notice increasing the Price you have the right to cancel the Contract within 14 days of receiving such notice.

3.4 If you cancel the Contract in accordance with this clause 3.3 the Deposit will be returned to you, less a deduction for the costs of any survey conducted which may be up to 5% of the Price or £350, whichever is the greater and we will have no further liability to you, nor you to us. If we cancel the contract in accordance with clause 3.3, we will return the deposit to you in full.

3.5 If any technical problems with your property are discovered at the time of installation of the Goods which were not nor could reasonably have been found during our survey of your property, we reserve the right to increase the Price to cover any additional work required as a result by giving you notice in writing. Such notice will include an explanation of the need for the increase in the Price. If we give you notice increasing the Price under this clause 3.4 you have the right to cancel the Contract but you will be obliged to pay us for any Services already performed and any Goods that have already been installed or manufactured in readiness for installation pursuant to the Contract and you will be obliged to take delivery of those Goods at your property. We will be entitled to retain the Deposit and any Interim Payments by way of payment or part-payment as the case may be of any amount due from you to us.

4 Cancellation of the Contract

4.1 You may cancel the Contract by giving us written notice no later than 14 days after the date on which it was concluded. If you cancel the Contract in this way we will return your Deposit to you, subject to a deduction for the cost of any work already undertaken, such as a manufacturing survey, which will be 5% of the price or £350, whichever is the greater.

4.2 If you do not exercise your right to cancel under clause 4.1 above, you have no right to cancel the Contract under this clause 4 unless we agree to cancel the Contract at your request in which case you must pay any reasonable losses and costs we suffer because of your cancellation, including (without limitation) any manufacturing costs and any loss of profit and we will be entitled to retain part or all of your Deposit to cover any such losses and costs.

4.3 If the Goods or Services are sold or provided in phases, each phase shall be a separate contract and no cancellation or termination of any other contract relating to a phase shall entitle you to repudiate or cancel this Contract or any other contract relating to another phase.

5 Price and Payment

5.1 The Price payable and the dates on which payments are due are shown on the Purchase Agreement and DO NOT include the cost of any scaffolding necessary to provide the Services. You will have to pay these costs in addition to the Price as set out in clause 6.6 below.

5.2 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 and Services after the date of the Contract.

5.3 Unless expressly stated otherwise on the Purchase Agreement payment of the balance of the Price is due immediately on completion of installation of the Goods and should be made either by BACS or by telephoning the office on 01344 868668 to make a card payment. If you are unable to be present at completion of the installation, you will ensure that the balance of the Price is paid upon completion of the installation. If, with your agreement, the Goods are installed in phases, payment for each phase is due on completion of that phase. In the event that you are not happy with any aspect of the installation, you will pay 95% of the outstanding balance and discuss your concerns with the Installation Manager who will arrange a site visit at your earliest convenience.

5.4 Payment must be made by BACS, cheque, debit card or credit card. For security reasons, credit card payments must be telephoned to our accounts department. Cheques should be made payable to "The Sash Window Workshop Trading Ltd".

5.5 We do not accept payments in cash.

5.6 If you fail to pay any sum owed to us under the Contract by the date it falls due then without limiting any other right or remedy available to us, we may:-

5.6.1 cancel the Contract or suspend any further deliveries of Goods or the provision of Services to you, but such cancellation or suspension shall not obviate your obligation to make payment under the Contract;

5.6.2 use any payment made by you for any Goods or Services supplied under any other contract between you and us either towards a payment due under this Contract or otherwise towards any other debt owed by you to us as we see fit; and charge you interest on such outstanding sum from the due date for payment at the annual rate of 3% above the base lending rate of Barclays Bank plc, accruing on a daily basis until payment in full is made, whether before or after any judgement.

6 Delivery of Goods and Preparation for Installation

6.1 We will use all reasonable efforts to meet delivery dates we set out on the Contract but any such dates and times are intended to be estimates only.

6.2 Our products are made to measure specifically for your property and manufacture is timed in order to accommodate installation dates agreed with you in advance. If you postpone an agreed installation date less than 3 weeks before the scheduled start of installation we reserve the right to charge you at the rate of £500 plus VAT per lost fitter day resulting from this cancellation in the event that no other suitable work can be found for the fitters.

6.3 We will not be liable for any loss or damage resulting from a delay in the delivery of the Goods in circumstances where there is no breach of a 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 the loss or damage results from a breach by you of any term of the Contract.

6.4 You agree to allow us access to your property to deliver the Goods and provide the Services as soon as practicable after you have been advised that the Goods are ready. If you have not given us access to your property for this purpose within 30 days of being informed that the Goods are ready for delivery, then (without affecting any other rights we may have) you must immediately pay the whole of the outstanding balance of the Price. We will be entitled to recover from you any reasonable losses, costs and expenses we incur as a result of your failure to take delivery of the Goods including (without limitation) any costs of storage of the Goods.

6.5 You will be responsible at your own expense for the removal, replacement (and/or alteration if required) of any fixtures and fittings or other items that we require to be moved in order to install the Goods and supply the Services including but not limited to curtains, shutters, grills, blinds, pelmets, and soft furnishings, the lifting and refitting of carpets. In the event that you require us to do this for you prior to installation of the Goods or supply of the Services, we will use reasonable skill but we will ask you to sign a disclaimer indicating that you authorise us to carry out the work at your risk and we reserve the right to charge you at the rate of £50 per man hour for the time taken.

6.6 Our installers are not permitted under the terms of our insurance to reposition telephone or burglar alarm fittings or any other electrical connections, aerials, gas or water installations. If for whatever reason you do not comply with your obligations to organise this in advance under this clause 6.6 we reserve the right to postpone or suspend the supply of the Services until you have done so and to charge you for time lost by our fitters in attending your property and being unable to work at the rate of £500 plus VAT per fitter per day.

6.7 We do not tolerate abuse of our staff in the office or on site and reserve the right to cancel your contract in the event that this occurs, in which case you must immediately pay the whole of the outstanding balance of the Price and we will deliver the Goods to site for installation by others.

7. Scaffolding

7.1 If scaffolding is required for the installation of the Goods, we will inform you either at the time you sign the Order Form or as soon as practicable following any survey carried out under clause 3 above.

7.2 You will be required to meet the cost of the scaffolding unless we otherwise expressly agree in writing.

7.3 We may arrange for the provision of scaffolding as your agent at your request and the contract for provision of any such scaffolding will be between you and the supplier. Accordingly you will be directly responsible for paying any such supplier.

8 Risk, Title and Insurance

8.1 Risk of damage to or loss of the Goods shall pass to you at the time of delivery of the Goods to your property. It is your responsibility to insure the Goods from the time they are delivered to your property.

8.2 Ownership of the Goods will pass to you once we have received payment in full of the Price from you. Until then, the Goods remain our property but that will not prevent us from recovering payment from you of any amounts due under the Contract.

8.3 Any Guarantee and/or Warranty will only be validated and activated once full payment of the contract(s) has been received by us.

9 Specifications of Goods and Services

9.1 Unless specified otherwise in the "Description of Work" on the Purchase Agreement, all work will conform to our Classic Range, standard manufacturing detail which is published on our Website (www.sashwindow.com)

9.1.1 Notwithstanding the timber specification on the Purchase Agreement, internal beads are manufactured from softwood at our discretion. External glazing bars, glazing edge beads and other beads are manufactured from Accoya® or Tricoya® for longevity and improved performance unless otherwise stated on the Purchase Agreement. All of our timber is classified as FSC Mix – Certificate Number SGSCH-COC-020115 – unless otherwise specified on the final Invoice.

9.1.2 We will not decorate or redecorate any existing window/door frames, sashes, architraves, liners or window board on which we work unless specifically requested to do so in the Purchase Agreement. We will touch up any bare timber exposed by us with white undercoat.

9.2 We agree to make good any damage we cause in the course of our work to sound plaster, coving, render or brickwork, which immediately surrounds any window or door on which we work. The work will be completed to a standard which can then be redecorated by you.

9.3 You are responsible for ensuring that your property is structurally sound, in good condition and free from material defects. We cannot be held responsible for any damage caused or extra work required if this is not so.

9.4 We cannot guarantee to keep intact any panes or frames from old windows and doors or any secondary glazing that you may tell us you wish to retain. Accordingly we will not be liable for any damage or total loss of such items during or following their removal unless caused directly by our negligence.

9.5 We cannot guarantee that any existing shutters, blinds or curtains will still fit if windows are being replaced in their entirety (frame and sashes).

9.6 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.

10 Limitation of Liability

10.1 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 of 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.

10.2 The warranties set out in the Warranty document which can be found on our website are the only warranties given to you by us in relation to the Goods and Services. All other representations, warranties, conditions and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded from the Contract.

10.3 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.

Subject to clauses 10.2 and 10.3:

10.3.1 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.

10.3.2 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.

10.4 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.

11 Your Obligations

11.1 In order for us to perform our obligations under the Contract you will, at your expense:

11.1.1 comply with our reasonable requests relating to the supply of the Goods and the Services, including but not limited to any requests relating to compliance with health and safety rules and regulations;

11.1.2 Provide our employees, with access as reasonably required to washing and toilet facilities at your property;

11.1.3 prepare and maintain your property for the delivery of the Goods and the supply of the Services (including identifying, monitoring, removing and disposing of any hazardous materials from your property in accordance with all applicable laws, before and during the supply of the Services) and inform us of any such actions that you have carried out; inform us of all health and safety rules and regulations and any other reasonable security requirements that apply at your property; obtain and maintain all necessary licences and consents, including but not limited to planning permissions, listed building consent, building regulations consent, and comply with all relevant legislation in relation to the supply of the Goods and Services.

11.2 If at your request (which we will only accept in writing) we manufacture and/or supply the goods and services prior to you obtaining any of the licences or consents referred to in clause 10.1.3, you will have to pay the Price even if any such licences or consents are subsequently not granted.

12 Your Privacy

12.1 We will keep your data private at all times in line with our Privacy Policy which can be found on our website at <https://www.sashwindow.com/privacy>.

13 Assignment

13.1 We may assign the Contract or any part of it to any person, firm or company provided your rights under the

Contract will not change as a result of such assignment. You shall not be entitled to assign the Contract or any part of it without prior written consent from us.

14 Force Majeure

14.1 We will not be in breach of our obligations under the Contract if we are prevented from or delayed in the carrying on of our business or the performance of our obligations under the Contract by any circumstances beyond our reasonable control including, without limitation, acts of God, governmental actions, war or national emergency, acts of terrorism, protests, riot, civil commotion, fire, explosion, flood, epidemic, lock-outs, strikes or other labour disputes (whether or not relating to either party's workforce), or restraints or delays affecting carriers or inability or delay in obtaining supplies of adequate or suitable materials, provided that, if the event in question continues for a continuous period in excess of 60 days, you will be entitled to give notice in writing to us to cancel the Contract.

15 Complaints

15.1 In the event that you have a complaint relating to any aspect of our product or service please contact us on 01344 868668 or email info@sashwindow.com and ask to speak to the Managing Director or Installation Manager. Where we cannot resolve any complaints using our own complaints procedure, as a Which? Trusted trader we use Ombudsman Services Ltd for dispute resolution. In the unlikely event of a complaint arising and you wish to refer the complaint to them please contact Which? Trusted traders in the first instance on 0117 981 2929.

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