

## Terms and Conditions

### 1 Interpretation

In these conditions:-

- 'Buyer' means the person who buys or agrees to buy the goods/services from the seller;
- 'Conditions' means the standard terms and conditions of sale set out in this document and (unless the context otherwise requires) includes any special terms and conditions agreed in writing between the buyer and the seller;
- 'Contract' means the contract for the purchase and sale of the goods/services;
- 'Delivery Date' means the date agreed with the seller when the goods/services are to be delivered;
- 'Goods/Services' means the goods/services which the seller is to supply in accordance with these conditions;
- 'Seller' means Wayne Windows and Conservatories Limited (registered in England and Wales under number 2496468);
- 'Writing' includes facsimile, email or letter;

### 2 Basis of the Sale

1. The contract is between the buyer and Wayne Windows and Conservatories Limited. The contract is not transferrable to a third party
2. These conditions shall apply to all contracts for the sale of goods/services by the seller to the buyer to the exclusion of all other terms and conditions including any terms or conditions which the buyer may purport to apply under any purchase order or similar document.
3. No variation to these conditions shall be binding unless agreed in writing between the authorised representatives of the buyer and the seller.
4. The seller's employees or agents are not authorised to make any representations concerning the goods/services unless confirmed by the seller in writing. In entering into the contract the buyer acknowledges that it does not rely on any such representations which are not so confirmed.
5. Any advice or recommendation given by the seller or its employees or agents to the buyer or its employees or agents as to the storage, application or use of the goods/services which is not confirmed in writing by the seller is followed or acted upon entirely at the buyer's own risk and accordingly the seller shall not be liable for any such advice or recommendations which is not so confirmed.
6. All quotations are compiled using information available at the date of issue. Should the specification to the quote need to be altered for any reason the seller reserves the right to amend any quotation to meet those needs.
7. Any typographical, clerical or other error or omission in any sales literature, quotation, invoice or other documentation issued by the seller shall be subject to correction without any liability on the part of the seller.

### 3 Orders and Specifications

1. No order submitted by the buyer shall be deemed to be accepted by the seller unless and until confirmed in writing by the seller's authorised representative and/or until seven days after funds have cleared into the seller's bank account.
2. The buyer shall be responsible to the seller for ensuring the accuracy of the terms of any order (including any applicable specification) submitted by the buyer and for giving the seller any necessary information relating to the goods/services within a sufficient time to enable the seller to perform the contract in accordance with its terms.
3. The quantity, quality and description of and any specification for the goods/services shall be those set out in the seller's quotation (if accepted by the buyer) or the buyer's order (if accepted by the seller).
4. Only limited samples can be shown to you in your home. To ensure you have chosen correctly you are advised to visit the showroom.
5. Following the seven day period for cancellation the surveyor will inspect the installation premises. If as a result of this inspection: -
  - a. The installation proves to be not feasible you will be advised accordingly and the deposit returned in full
  - b. The surveyor observes or suspects an inherent weakness or defect Wayne Windows and Conservatories Limited will advise accordingly and may wish for such defects to be corrected prior to or as part of the installation. Any additional cost will be advised and agreed prior to commencement of work
  - c. Upon finding any such defects the surveyor will require your signature confirming you have been made aware.
  - d. The order may be terminated should the signature on the original terms and conditions (this section) not be identical to the signature on the final page acknowledging defects
6. No order which has been accepted by the seller may be cancelled by the buyer except with the agreement in writing of the seller and on terms that the buyer shall indemnify the seller in full against all loss (including loss of profit), costs (including the cost of all labour and materials used), damages, charges and expenses incurred by the seller as a result of cancellation.
7. Computer generated drawings are for guidance only. The drawings should not be used in any way (e.g. scaled) in an attempt to confirm dimensions.
8. Any changes requested by the buyer after the contract has been signed, must be in writing.

### 4 Terms of Payment

1. Subject to any special terms agreed in writing between the buyer and the seller a deposit of 50% is due upon signing the purchase contract (including VAT), 40% upon delivery of goods to our workshop where you can carry out an inspection if you wish. The remaining installation fee of 10% will be due on satisfaction completion of installation.
2. Receipts for payment will be issued only upon request.
3. The seller shall be entitled to charge interest at 3% over Bank of England base rate calculated on a daily basis on any invoice remaining outstanding beyond the terms in this document.
4. Unless otherwise agreed in writing by the seller the buyer shall not be entitled to set off against any monies due to the seller under the contract any amount claimed by or due to the buyer whether pursuant to the contract or any other account whatsoever.
5. Having signed the contract and agreed an estimated delivery date should the buyer not agree an installation start date within six weeks of being advised the installers wish to commence work all outstanding monies will become due.
6. If the buyer fails to make any payment on the due date then, without prejudice to any other right or remedy available to the seller, the seller shall be entitled to:-
  - a. Cancel the contract or suspend any further deliveries to the buyer.
  - b. Appropriate any payment made by the buyer to such of the goods/services (or the goods/services supplied under any other contract between the buyer and the seller) as the seller may think fit (notwithstanding any purported appropriation by the buyer);

## 5 Delivery

1. Delivery of the goods/services shall be made at the buyer's address or other designated property on the agreed delivery date unless otherwise agreed in writing. The buyer shall make all necessary arrangements required to accept the delivery on the agreed delivery date. If no delivery date is specified on the contract the buyer shall be bound to accept the goods/services when the same are ready for delivery by the seller. The seller shall be under no obligation to deliver the same until the expiry of a reasonable time from the date of the Contract.
2. Wayne Windows and Conservatories Limited will deliver within a reasonable time.
3. Wayne Windows and Conservatories Limited and their suppliers can be subject to circumstances entirely outside their control (force majeure). Under such circumstances the buyer will be informed as soon as possible and Wayne Windows and Conservatories Limited will seek to minimise the impact upon themselves and the buyer.
4. Any costs incurred due to the buyer's failure to take delivery of the goods/services or failure to give the seller adequate delivery instructions then without prejudice to any other right or remedy available to the seller, the seller may:-
  - a. Charge all expenses incurred during said delivery
  - b. Sell the goods/services at the best price readily obtainable and (after deducting all reasonable storage and selling expenses) account to the buyer for the excess over the price under the contract or charge the buyer for any shortfall below the price under the contract.
5. Delivery of non standard goods are more susceptible to change at short notice due to the nature of manufacture. Please check with our office if you are unsure.

## 6 Risk and Property

1. Risk of damage to or loss of the goods/services shall pass to the buyer:-
  - a. in the case of goods/services to be delivered to the buyer's premises risk will pass upon delivery
  - b. in the case of goods/services to be installed on site risk will pass upon works completed on a daily basis
2. Notwithstanding delivery and the passing of risk in the goods/services, or any other provision of these conditions, the property in the goods/services shall not pass to the buyer until the seller has received payment in full of the price of the goods/services and all other goods/services agreed to be sold by the seller to the buyer for which payment is due.
3. Until such time as the property in the goods/services passes to the buyer, the buyer shall hold the goods/services as the seller's fiduciary agent and bailee, the goods/services shall be properly stored, protected, insured and identified as the seller's property but the buyer shall be entitled to resell or use the goods/services in the ordinary course of its business.
4. Until such time as the property in the goods/services passes to the buyer (and provided the goods/services are still in existence and have not resold), the seller shall be entitled at any time to require the buyer to deliver up the goods/services to the seller.
5. The buyer shall not be entitled to pledge or in any way charge by way of security for any indebtedness any of the goods/services which remain the property of the seller, but if the buyer does so all monies owing by the buyer to the seller shall (without prejudice to any other right or remedy of the seller) forthwith become due and payable.

## 7 Approvals

- a. We will arrange FENSA certification in accordance with building regulations.
- b. We cannot be held responsible for any delay in completion of the contract, or other loss directly arising from your failure or delay in obtaining any of the above. Any costs associated with taking down or removing an installation in these circumstances will be chargeable to you.

## 8 Warranties and Liability

2. Subject to the conditions set out below the seller warrants that the goods/services will correspond with their specification at the time of delivery and will be free from defects in material and workmanship for a period of 12 months from date delivery other periods are set out in 8.3 below.
3. Should the buyer wish to transfer the warranty protection afforded by the contract (e.g. as part of a sale and purchase of the property) then on payment of £200 Wayne Windows and Conservatories Limited will inspect the installation and confirm in writing the transfer of the residual period of the warranty.
4. All work carried out by Wayne Windows and Conservatories Limited has the benefits of the following guarantees (in years): -

	New installations	Service work
Frame fitting	10	n/a
Glass	5	5
Moving parts	1	1
Non-PVCu related building work	1	1
Coloured Panels	1	1

The warranty will be honoured only if: -

- a. Moving parts have been lubricated every six months
- b. The unit has not been subject of misuse or abuse of any sort
- c. All outstanding money due has been paid
5. The above warranty is given by the seller subject to the following conditions:-
  - a. The seller shall be under no liability in respect of any defect in the goods/services arising from any drawing, design or specification supplied by the buyer;
  - b. The seller shall be under no liability in respect of any defect arising from fair wear and tear, wilful damage, negligence, abnormal working conditions, failure to follow the seller's instructions (whether oral or written), misuse or alteration or repair of the goods/services without the seller's approval;
  - c. Although the glass used for the installation is of superior quality imperfections, for which Wayne Windows and Conservatories Limited cannot be responsible can occur. The glass used meets the visual quality standards of the Glass and Glazing Federation;
  - d. Where glazing units are sealed hermetically (e.g. double glazed units) you are advised the seals are not permanent and have a limited life beyond the warranty period;

- e. The seller shall be under no liability under the above warranty (or any other warranty, condition or guarantee) if the total price for the goods/services has not been paid by the due date for payment. This does not affect the buyers statutory rights to seek redress.
6. The above warranty does not extend to parts, materials or equipment not manufactured by the seller, in respect of which the buyer shall only be entitled to the benefit of any such warranty or guarantee as is given by the manufacturer to the seller. (Guarantee Terms available upon request).
7. Any claim by the buyer for defective goods/services must be made in writing to the seller as soon as reasonably practical from date of delivery. If the buyer fails to notify the seller accordingly, the buyer shall be bound to pay the price of the goods/services as if the goods/services had been delivered in accordance with the contract.
8. Where any valid claim in respect of defective goods/services meets clause 7.5, the seller shall be entitled to replace the goods/services (or the part in question) free of charge or refund to the buyer the price of the goods/services (or a proportionate part of the price), but the seller will have no further liability to the buyer.
9. Hidden defects in the buyer's property that becomes apparent only during installation. Minor defects easily rectified will be undertaken. More major work will be charged to you after discussion and agreement. In extreme cases should the installation necessarily have to be terminated you will be liable for manufacturing and fitting costs up to the point of termination
10. You should be aware the act of installing windows may cause disturbance to existing structures (e.g. brick arches). Wayne Windows and Conservatories Limited will install with care and due diligence but unless the company is negligent, cannot be held responsible for: -
  - a. Damage attributable to structural or inherent defect in your property
  - b. Redecoration, removal and/or replacement of internal windows finishing (e.g. curtains) unless specifically stated on your order form
  - c. Repair to plaster of render 150mm from the unit installed
  - d. Fading, pitting or corrosion of brass effect finishes
  - e. Deterioration of surface coatings applied to maintain decorative appearance
  - f. Damage due to accident, misuse, neglect or lack of maintenance
  - g. Fading or cracking of colours after five years
  - h. Condensation unless within a sealed unit within the warranty period
  - i. The effects of staining from untreated steel used in the structure
  - j. Alterations or repairs undertaken by others
  - k. Moved, refitted or re-routed installations (e.g. satellite dishes, telephone cable) necessarily changed as part of the installation
  - l. Making good after new build installations
11. The installers will endeavour to keep the work watertight but inclement weather particularly the more frequent extreme weather events are beyond our control. Such inclement weather can cause delay and adversely affect installation part completed

#### 9 Insolvency of Buyer

1. This clause applies if:
  - a. The buyer makes voluntary arrangement with its creditors or (being an individual or firm) becomes bankrupt or (being a company) becomes subject to an administration order or goes into liquidation (otherwise than for the purpose of amalgamation or reconstruction); or
  - b. An encumbrancer takes possession, or a receiver is appointed, of any of the property or assets of the buyer; or
  - c. The buyer ceases, or threatens to cease, to carry on business; or
  - d. The seller reasonably apprehends that any of the events mentioned above is about to occur in relation to the buyer and notifies the buyer accordingly.
2. If this clause applies then, without prejudice to any right or remedy available to the seller, the seller shall be entitled to cancel the contract or suspend any further deliveries under the contract without any liability to the buyer, and if the goods/services have been delivered but not paid for the price shall become immediately due and payable notwithstanding any previous agreement or arrangement to the contrary.

#### 10 General

1. These Terms and Conditions have been made available to the buyer in hard copy, digital format or via our website.
2. You have had an opportunity to read these Terms and Conditions prior to signing a contract with Wayne Windows and Conservatories Limited.
3. It is understood that some conditions are specific to the work being undertaken e.g. supply only, conservatory installation, new installation or service call.
4. Where mortar and concrete are used a significant amount of water has to dissipate during the drying out period. Particularly during colder, damp periods condensation may be a problem until drying out has occurred. Wayne Windows and Conservatories Limited cannot be held liable for the cost of de-humidifiers or the results of drying out the structure too quickly.
5. It is good building practice to install a cavity tray over an opening as a tray combats penetrating rain. Wayne Windows and Conservatories Limited cannot be held liable where a tray is not fitted or where in older building water penetration may occur through solid walls.
6. Nothing within these Terms and Conditions affects your statutory rights.
7. For the purpose of The Contracts (Rights of Third Parties) Act 1999, these conditions do not create any right or remedy enforceable by any person other than the buyer and the seller. This condition does not affect any right or remedy of a third party that exists or is available apart from that act.
8. No waiver by the seller of any breach of the contract by the buyer shall be considered as a waiver of any subsequent breach of the same or any other provision.
9. If any provision of 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 affected
10. The seller may sub-contract part or the whole of its obligations under any contract concluded under these conditions
11. The contract shall be governed by the laws of England, and the buyer agrees to submit to the exclusive jurisdiction of the English Courts.

#### 11 Retention of Title

1. Title to the goods shall remain vested in the seller (Wayne Windows and Conservatories Limited Limited) under The Sale of Goods Act 1979 and shall not pass to the buyer until the purchase price for the goods has been paid in full and received by the seller (Wayne Windows and Conservatories Limited).
2. Until title to the goods passes:

- a. The seller (Wayne Windows and Conservatories Limited) shall have the authority to retake, sell or otherwise deal with and/or dispose of all or any part of the goods.
- b. The buyer shall store the goods in a manner reasonably satisfactory to the seller (Wayne Windows and Conservatories Limited).
- c. Irrespective of whether title to the goods remains vested in the seller (Wayne Windows and Conservatories Limited), risk in the goods shall pass to the buyer upon delivery.

The above Terms and Conditions have been read by the buyer or as the authorised agent of the buyer. Following an initial visit by Wayne Windows to agree the design and to establish an agreement price for the work proposed that price may need to be amended in the light of a survey. If necessary a revised quotation will be prepared, agreed and confirmed in writing with the client. At the time of survey any discussion as to cost or mention of figures must be regarded as approximate only and given for the purposes of discussion.