

Terms & Conditions of Business

These Terms and Conditions of Sale are set forth by YORKSHIRE ROOF WINDOWS, hereafter referred to as "the Company," and pertain to any party or parties contracting to purchase Goods and/or Services. All orders placed are accepted subject to the terms and conditions outlined below. Variations or special terms will only be recognized in exceptional circumstances, and only with the written agreement of a director of the Company.

1. Definitions

In these conditions: - "Client" refers to the individual or entity accepting a quotation from the Company and whose order for the Goods and Services is processed by the Company. "Goods" includes any products or materials specified in the order that the Company is to supply in accordance with these Conditions. "Services" denotes the provision of labour, consultancy, or support services by Company employees and agents related to the maintenance, replacement, and/or installation of the products specified in the order. "Specification" refers to the purchase and sale agreement of the Goods under these Conditions. "Conditions" encompasses the standard terms and conditions of sale as presented herein and includes any agreed variations or special terms documented in writing between a director of the Company and the Client.

2. Quotations and Acceptance

(a) Quotations provided by the Company are valid for 30 days unless stated otherwise and do not constitute an offer that the Client can accept. A binding contract is established only when the Company acknowledges the Client's order in writing, contingent upon the availability of the quoted products and receipt of adequate information from the Client to proceed with the order. The Company may, at its discretion, fulfill small orders without issuing an acknowledgment. No alterations to these terms or other quoted conditions will be accepted unless agreed in writing by the Company. The placement of any order by a Client signifies acceptance of these terms.

3. Basis of the Sale

(a) The Company shall sell, and the Client shall purchase, the Goods and Services in accordance with the Company's written quotation, and these conditions shall govern the contract to the exclusion of any other terms specified by the Client unless agreed upon in writing by the Company.

(b) The Company, along with its employees and agents, is not authorized to make any representations concerning the Goods unless confirmed in writing by the Company. By entering into the contract, the Client acknowledges that they do not rely on and waive any claims for breach of representations not confirmed in writing.

(c) Any advice or recommendations provided by the Company, its employees, or agents regarding the storage, application, or use of the Goods that are not confirmed in writing by the Company are followed at the Client's own risk, and the Company will not be liable for any such unconfirmed advice.

(d) Any typographical, clerical, or other errors or omissions in any sales literature, quotations, price lists, acceptance of offers, invoices, or any other documents issued by the Company may be corrected without liability on the part of the Company.

(e) Orders valued at approximately £200.00 or below will be accepted based on a verbal order.

4. Orders and Specifications

(a) The Client is responsible for ensuring the accuracy of any order terms (including applicable specifications) submitted to the Company, and must provide necessary information relating to the Goods or Services in a timely manner to enable the Company to fulfil the contract. Time shall not be deemed of the essence of this contract unless specifically stated.

(b) The quantity, quality, description, and any specifications for the Goods or Services shall be those outlined in the Company's quotation with accepted amendments documented in writing.

(c) The Company reserves the right to make changes to the specifications of the Goods or Services to comply with applicable safety or statutory requirements, or where the Goods or Services are supplied to the Company's specifications, provided such changes do not materially affect their quality or performance.

(d) No order accepted by the Company may be cancelled by the Client except with the Company's written agreement and on terms that the Client indemnifies the Company against all losses (including lost profits), damages, charges, and expenses incurred as a result

of cancellation.

(e) All service plan agreements are for a minimum term of 12 months unless otherwise stated in writing by the Company.

(f) All service plan agreements are on a rolling contract basis. Refer to section 17 for contract termination details.

5. Price and Delivery

(a) The price of the Goods does not include VAT unless explicitly stated, and the Client is additionally responsible for paying VAT at the applicable rate at the time of Goods delivery.

(b) Unless otherwise agreed, delivery will be ex-works, and Goods will be packaged according to the Company's standard specifications in non-returnable packaging. Carriage will be arranged at the Client's request and expense. Where applicable, cash on delivery charges will be added to the price of the Goods.

(c) The price of the Goods and Services shall be the Company's quoted price or, where no price has been quoted (or a quoted price is no longer valid), the price listed current at the date of order acceptance by the Company. All prices quoted are valid for 30 days or until earlier acceptance by the Client, after which they may be changed by the Company without prior notice to the Client.

(d) The Company reserves the right to notify the Client of any price increases for Goods or Services at any time before delivery, to reflect increases in costs due to factors beyond its control (including, but not limited to, fluctuations in foreign exchange rates, changes in duties, significant increases in labour or material costs), or any changes in delivery dates, quantities, or specifications requested by the Client, or delays caused by the Client's instructions or failure to provide adequate information.

(e) The Company reserves the right to suspend or cancel any unfulfilled contracts where payment for any prior contract remains outstanding past the due date, or where the Company reasonably believes the Client may not be able or willing to pay their debts as they become due.

(f) While the Company will make every effort to supply the Goods or Services within the required timeframe, any quoted delivery period is an estimate only, and time shall not be of the essence unless explicitly stated. The Company shall not be liable for any failure to deliver on time.

(g) The Company is not responsible for any loss or damage to Goods in transit. If the carrier and the Company are notified of loss or damage within three days of delivery or non-delivery, and within fourteen days of the date of advice, a claim may be made against the carrier. In the event of damage, packing materials must be retained for carrier examination. Goods sent on the Client's instructions at "owner's risk" cannot be claimed for loss or damage.

6. Risk and Property

The following provisions shall apply in this clause 6:

(a) Risk of damage to or loss of Goods shall transfer to the Client:

(i) in the event of Goods being delivered at the Company's premises, once the Company notifies the Client that the Goods are available for collection; or

(ii) in the case of Goods delivered elsewhere, when the Company has tendered delivery of the Goods.

(b) Notwithstanding delivery and the transfer of risk in the Goods, ownership of the Goods shall not pass to the Client until the Company has received full payment in cash or cleared funds for the Goods and all other Goods agreed to be sold to the Client for which payment is due.

(c) Until ownership of the Goods passes to the Client, the Client shall hold the Goods as the Company's fiduciary agent and bailee, keeping them separate from those of the Client and third parties, properly stored, protected, insured, and identifiable as the Company's property. The Client is entitled to resell or use the Goods in the ordinary course of business, but must account to the Company for the proceeds of sale or otherwise of the Goods, whether tangible or intangible, including insurance proceeds, keeping all such proceeds separate from any moneys or property of the Client and third parties.

(d) Until ownership of the Goods passes to the Client, the Company shall have the right to require the Client to return the Goods and, should the Client fail to do so promptly, to enter any premises of the Client or third party to repossess the Goods.

(e) The Client shall not pledge or charge by way of security any of the Goods that remain the property of the Company. If the Client does, all moneys owed by the Client to the Company shall immediately become due and payable.

7. Contract Parameters and Variation Charges

The contract pertains only to the Goods and Services detailed in the Company's quotation and does not include accessories, optional extras, or Services other than those specified. Installation or provision of Services is limited to the description outlined in these Terms and Conditions, and any additional Services provided by the Company, its agents, or employees will be charged to the Client at the Company's current rates. The Client will be charged for additional labour, mileage, resources, and any further expenses at the Company's current rates and list prices. This applies in cases where:

- The Company is instructed by the Client or the Client's representative to perform work different from that outlined in the original contract.
- Incomplete or incorrect information has been provided by the Client or the Client's representative.
- Errors in work occur that are not under the Company's control or delays arise.

8. Delivery

(a) If the Company is unable to deliver or supply any Goods under this contract for reasons other than those specifically excluded herein, the Company's liability for any loss incurred by the Client shall be limited to the difference, if any, between the cost to the Client (in the cheapest available market) of replacement Goods and the price under this contract.

(b) If the Client fails to take delivery of the Goods or fails to provide adequate delivery instructions at the time stated for delivery, then, without prejudice to any other right or remedy available to the Company, the Company may, at its discretion:

- (i) store the Goods until actual delivery and charge the Client reasonable costs (including insurance) for storage; or
- (ii) sell the Goods at the best price readily obtainable and, after deducting all reasonable storage and selling expenses, account to the Client for any excess over the contract price or charge the Client for any shortfall below the contract price.

9. Payment

(a) Payment by the Client shall be due within the payment period specified in the Company's quotation or subsequent order acknowledgment. Any discount offered by the Company applies only if payment is made and received within the aforementioned period. If no payment period is specified, payment shall be due immediately. The timing of the payment is essential to this agreement. Receipts for payment will only be issued upon request.

(b) If the Client fails to make any payment by the due date, the Company is entitled to:

- (i) cancel the agreement or suspend any further deliveries to the Client;
- (ii) allocate any payment made by the Client to any of the Goods or Services supplied under any agreement between the Client and the Company as the Company sees fit; and
- (iii) charge the Client interest (both before and after any judgment) on the unpaid amount at a rate of 5% above the Bank of England's base rate per month until full payment is made (with a part of a month treated as a full month for interest calculation).
- (iv) impose a one-off credit collection charge of £80.00 or more depending on the amount outstanding.

10. Description and Date

(a) The Company reserves the right (if it is the installer) to alter or change the design of the installation.

(b) The Company shall endeavour to ensure the accuracy of technical data, literature, and catalogues related to the Goods; however, the Company (to the extent permitted by law) shall not be liable to the Client, its employees, agents, or any third party for any damages, including loss of profits, goodwill, or injury arising directly or indirectly from any errors or omissions in such technical data, literature, and catalogues.

(c) Any information or specifications provided to the Client shall be treated as

confidential and shall not be disclosed to any third party without the written consent of the Company, except for the execution of a contract with the Company.

(d) The Company shall treat any information provided by the Client that is designated as confidential or is inherently confidential as such, provided this does not extend to information the Company rightfully possesses prior to the negotiation of any contract.

11. Warranty

The terms in this Clause 11 apply to Goods that the Company does not manufacture ("Manufactured Goods") and to the installation of Manufactured Goods by the Company's employees or agents ("Installation").

(a) Subject to the conditions outlined below, the Company warrants that:

(i) the Goods will conform to their specifications at the time of delivery, and the Client shall only be entitled to the benefits of any warranty or guarantee by the manufacturer granted to the Company, which the Company agrees to assign to the Client (to the best of its ability);

(ii) the installation will be performed with reasonable skill and care.

(b) The above warranties are provided by the Company subject to the following conditions:

(i) the Company is not liable for defects in the Goods arising from any drawings, designs, or specifications supplied by the Client;

(ii) the Company accepts no liability for defects arising from normal wear and tear, wilful damage, negligence, abnormal working conditions, failure to follow the Company's instructions (whether oral or written), misuse, or unauthorized alterations or repairs of the Goods.

(c) Any claim by the Client based on defects in the quality or condition of the Goods or Services, or their failure to meet specifications, must be notified to the Company in writing within 7 days from the date of delivery or installation (whichever is later), and if the defect was not apparent on reasonable inspection, within a reasonable time after its discovery. Failure to notify the Company within this timeframe releases the Client from any contract obligations.

(d) Where a valid claim regarding the quality or condition of the Goods or Services is communicated to the Company in writing within 3 months from the date of delivery, the Company shall have the option to replace the Goods or Services (or the part in question) free of charge or, at the Company's sole discretion, refund the Client the price of the Goods or Services (or a proportionate part of the price). The Company shall have no further liability to the Client beyond this remedy.

(e) Except in cases of death or personal injury caused by the Company's negligence, the Company shall not be liable to the Client for any loss or damage arising from any representation or implied warranty, condition, or other term, or any duty at common law, or under the express terms of the contract, for any consequential loss or damage (including loss of profit), costs, expenses, or other claims for consequential compensation arising out of or in connection with the supply of the Goods or Services, except as expressly provided in these Conditions.

(f) The Company shall not be liable to the Client, nor shall it be deemed to be in breach of the contract due to any delay in performance or any failure caused by factors beyond its control. Such factors include, but are not limited to:

(i) acts of God, natural disasters, explosions, floods, tempests, fires, or accidents;

(ii) war, sabotage, insurrection, civil disturbance, or requisition;

(iii) acts, restrictions, regulations, bye-laws, prohibitions, or measures of any governmental, parliamentary, or local authority;

(iv) import or export regulations or embargoes;

(v) strikes, lockouts, or other industrial actions or trade disputes (whether involving the Company's employees or a third party);

(vi) difficulties in obtaining raw materials, labour, fuel, parts, or machinery;

(vii) power failures or breakdowns in machinery;

(viii) subject to the express provisions in these Conditions, all warranties, conditions, or other terms regarding the Goods or the installation implied by statute or common law are excluded to the fullest extent permitted by law.

12. Returned Goods and Refund Policy

If the Company agrees to accept returns of non-defective Goods (outside of those

defective under the warranty provisions in Clause 11), such Goods must be returned at the Client's expense in their original condition and will be subject to a minimum charge of 30% of the invoice price, plus any applicable VAT.

13. Insolvency of the Client

(a) This clause is applicable if:

(i) the Client makes any voluntary arrangement with creditors or becomes subject to an administration order or (if an individual or firm) becomes bankrupt, or (if a company) goes into liquidation (other than for the purposes of amalgamation or reconstruction);

(ii) an encumbrancer takes possession, or a receiver is appointed, of any of the Client's property or assets;

(iii) the Client ceases, or threatens to cease, to carry on business;

(iv) the Company reasonably suspects that any of the above events is about to occur regarding the Client and notifies the Client accordingly.

(b) If this clause applies, the Company is entitled to cancel the contract or suspend any further deliveries under the contract without liability to the Client. If Goods have been delivered but not paid for, the price shall become immediately due and payable regardless of any previous agreement to the contrary.

14. Law

Any questions related to any quotation or contract governed by these Conditions or any agreed amendments shall be determined in all respects by the laws of England. The parties agree to submit to the exclusive jurisdiction of the English Courts.

15. Additional Terms

(a) If you require consents, licenses, or permissions from third parties (such as landlords or planning authorities), it is your responsibility to obtain these ahead of time, unless otherwise agreed upon.

(b) Certain works are dependent on weather and temperature conditions. While we strive to provide as much notice as possible, we may need to reschedule at short notice. We will aim to reschedule within the same week if conditions permit.

(c) Although we take great care during our operations, vibrations from our work can occasionally cause minor internal cracks in plaster. These cracks are purely cosmetic and pose no cause for concern, and we cannot be held liable for them.

(d) We cannot guarantee that your existing plasterwork will align perfectly with the new window frames, and you may require further internal finishing not included in the quote. There may also be a need for interior decoration or plastering following the installation. Please note that we do not include the cost of interior plastering or decoration in our quotes, nor is this a service we offer.

(e) In cases of incomplete work due to faulty stock, a payment of 50% of the total invoice will be required, with the balance due upon completion.

(d) A safe and clear working area is required below the window for the placement of ladders and scaffolding. Any site delays not caused by YORKSHIRE ROOF WINDOWS may result in additional charges.

(e) We are not responsible for the repair of plasterwork or redecoration related to internal linings or existing conditions, such as black mould. Following the installation of roof windows, plasterwork or internal decoration may be necessary and is not included in the supplied quotation.

(f) Parking for one service vehicle is required; on-street parking costs may be charged unless permits are provided. Congestion and administration charges may also apply. If parking restrictions are in place, parking permits must be supplied. Otherwise, the cost of parking will be added to the invoice upon completion of work.

(g) Please be aware that no guarantee is provided for windows fitted below the minimum 15-degree roof pitch. Velux® windows, glass, electrics, blinds, and accessories are guaranteed according to the manufacturer's terms. This guarantee does not cover glass breakage after installation due to physical damage or acts of God. Additionally, any guarantee excludes roof covering leakage from other areas of the roof or felt details in the roof construction.