

BACKGROUND:

These Terms and Conditions ("Terms") are the standard terms for the sale, supply, installation and maintenance of windows and doors and related products by Severn Valley Window and Door Limited, a company registered in England under number 05918506 whose registered office is at Churchill Court, Off Faraday Drive, Bridgnorth, Shropshire, WV15 5BA.

1. Definitions and Interpretation

1.1 In these Terms, unless the context otherwise requires, the following expressions have the following meanings:

"Contract"	means the agreement for the provision of the Goods and/or Services comprising of Our Order Confirmation, these Terms and any other terms agreed in writing between the parties;
"Goods"	means the goods, which may include doors, windows and associated products, which are supplied by Us to You as specified in Your Order and confirmed in Our Order Confirmation;
"Job"	means the complete rendering of the Services;
"Order"	means Your request for Us to supply the Goods and/or Services;
"Order Confirmation"	means Our acceptance and confirmation in writing of Your Order;
"Property"	means the property or premises, as detailed in the Order and confirmed in Our Order Confirmation, where the Services will be carried out by Us;
"Quotation"	means a quotation, provided by Us to You outlining proposed fees for the Goods and/or Services requested by You. Such fees may vary according to the actual work undertaken;
"Services"	means all services provided by Us to You as confirmed by Us in Our Order Confirmation and as may be amended and confirmed in writing, which may include providing design services and/or the installation of doors and/or windows;
"Total Price"	means the total of all sums payable by You for the Goods and/or Services provided by Us;
"Warranty"	means Our standard warranty terms applicable from time to time;
"We/Us/Our"	means Severn Valley Window and Door Limited, a company limited by shares registered in England under number 05918506, whose registered office is at Churchill Court, Off Faraday Drive, Bridgnorth, Shropshire, WV15 5BA;
"Work Area"	means the part of the Property within which the Services are to be carried out; and
"You/Your"	means the individual, company, partnership or other entity confirmed in Our Order Confirmation with whom We contract with under these Terms.

1.2 Unless the context otherwise requires, each reference in these Terms to "writing", and any similar expression includes electronic communications whether sent by e-mail, fax or other means.

1.3 The headings used in these Terms are for convenience only and shall have no effect upon the interpretation of these Terms.

1.4 Words imparting the singular number shall include the plural and vice versa.

1.5 References to any gender shall include the other gender.

1.6 References to persons shall include corporations.

2. The Contract

2.1 These Terms govern the sale and supply of Goods and the provision of Services by Us and will form the basis of the Contract between Us and You, to the exclusion of any other terms unless agreed in writing between the parties. Before making Your Order, please ensure You have read these carefully.

2.2 Nothing provided by Us including, but not limited to, sales and marketing literature, price lists or anything on Our website and other documents constitutes a contractual offer capable of acceptance. Your Order constitutes a contractual offer that We may, at Our discretion, accept by the issue of Our Order Confirmation.

2.3 Before placing Your Order, You can request a Quotation for the Goods and Services You require. The Quotation is not a contractual offer capable of acceptance. If You are happy with the Quotation and want to proceed with the quoted Goods and/or Services then You must submit Your Order, which We may accept.

2.4 A legally binding contract between Us and You will be created upon Our acceptance of Your Order, indicated by Our Order Confirmation.

Order Confirmations will be provided in writing, which includes a confirmation email.

3. Orders

- 3.1** When placing an Order You shall set out, in detail, the Goods and Services required to include, where appropriate:
- 3.1.1 the full address of the Property, including details relating to access and parking;
 - 3.1.2 details of any relevant Quotation that has already been issued to You by Us;
 - 3.1.3 full description of the Goods to be ordered, including quantity and sizing and full description of the Services to be carried out by Us.
- 3.2** When placing Your order, please ensure that all information that You provide to Us is correct, accurate and complete. We cannot accept the return of any Goods if the return is due to incorrect information provided by You.
- 3.3** You may amend or cancel Your Order at any time before it is accepted by Us.
- 3.4** If You want to amend Your Order after it has been accepted by Us and We have issued an Order Confirmation, then You must request any amendments to Us in writing as soon as possible for Us to accept. Additional charges may apply pursuant to clause 5.8 and We reserve the right to invoice You for any costs We have incurred pursuant to Us carrying out any work in relation to Your initial Order.
- 3.5** We may cancel Your Order at any time before We despatch the Goods and/or begin to carry out the Services if We are unable to stock or manufacture the Goods (if, for example, the Goods are discontinued or can no longer be manufactured).

4. Description and Specification of Goods

- 4.1** We have made every reasonable effort to ensure that the Goods conform to illustrations, photographs and descriptions provided in Our sales and marketing literature, on Our website and descriptions provided by Us. We cannot, however, guarantee that all illustrations and/or photographs will be precisely accurate due to the discrepancies that may arise during the printing process and/or differences in the colour reproduction on electronic displays.
- 4.2** We reserve the right to make or agree to any changes in the specification of the Goods that may be required to conform to any applicable safety or other legal or regulatory requirements without notice.
- 4.3** We cannot accept the return of any Goods if the return is due to incorrect information provided by You.

5. Price and Payment

- 5.1** Any Quotations issued by Us detail the proposed fees including the price payable for the Goods, Services and other products required to provide the Services and complete the Job. All Quotations are valid for 60 days from the date of the Quotation, unless otherwise confirmed in writing, and are subject to You providing complete and accurate details for Us to satisfy Ourselves of Your creditworthiness.
- 5.2** We shall make every reasonable effort to ensure that Our prices, shown in Our current price list, on Our website and in the Quotation are correct but the prices will be checked when We process Your Order. If the price of the Goods and Services is higher than that stated on Your Quotation or in Your Order, We will notify You as soon as possible and ask You how You wish to proceed.
- 5.3** All prices are exclusive of VAT unless otherwise stated.
- 5.4** The Total Price payable for the supply of Goods and/or provision of the Services, subject to clause 5.7 and 5.8, will be that shown on the Order Confirmation or as otherwise agreed in writing and You agree to pay Us the Total Price on or before the date(s) confirmed on the invoice or as otherwise stated in the Order Confirmation or any other document as agreed.
- 5.5** We reserve the right to issue You an interim invoice for the Goods and/or Services supplied to You to date, before completion of the Job.
- 5.6** Before We supply the Goods and provide the Services to You, You may be required to pay a deposit. Any deposit payable and the due date for the deposit will be confirmed in the Order Confirmation or any other document as agreed.
- 5.7** You acknowledge that any Quotation is simply a proposal of the cost and is subject to variations, including but not limited to an increase in any tax payable, increase in the costs of manufacturing the Goods and any increase in delivery charges that We incur. We will notify You of any changes as soon as possible but We reserve the right to invoice You for these additional costs.
- 5.8** In the event that further Services and/or Goods are required to complete the Job that were not included in the Quotation and/or the Order Confirmation, whether this is requested by You or suggested by Us, or any other amendments are made by You to the Order which are accepted by Us, then We will notify You of this as soon as possible and You agree that You will pay to Us the costs of the additional Goods and/or Services.
- 5.9** Legal and beneficial title to the Goods shall remain with Us until the Total Price and any other payments due from You to Us (including and covering circumstances where Services have been carried out by Us to install the Goods at the Property) have been paid in full.
- 5.10** We reserve the right, in the event that You have failed to make payment due and/or have breached any of these Terms, to repossess any Goods which We retain title of and You irrevocably authorise Us to enter the Property or any other premises occupied by You (should We reasonably believe that the Goods have been moved) during normal business hours for the purpose of repossessing the Goods. We do not accept any liability for any losses suffered or costs incurred by You which may be caused by the removal of the Goods.
- 5.11** If payment of any invoice issued by Us to You is not paid on the agreed payment date(s) as shown on the invoice, Order Confirmation or as otherwise agreed in writing, then We reserve the right to:

- 5.11.1 charge You interest on the overdue sum at the rate of 4% per annum above the base lending rate of the Bank of England from time to time. Interest will accrue on a daily basis from the due date for payment until the actual date of payment of the overdue sum, whether before or after judgement. You must pay any interest due when paying an overdue sum; and
- 5.11.2 withhold further Services and/or delivery of Goods to You, even if such Goods and/or Services have been ordered by You under a separate Order/Contract, until such time that all payments due and owing to Us from You have been made in full.
- 5.12 Where applicable, We reserve the right to charge You interest and administration costs of recovery in accordance with the Late Payment of Commercial Debts (Interest) Act 1998 (as amended).
- 5.13 Retention money is not accepted under these Terms or under the Contract unless otherwise agreed and confirmed to You in writing in Our Order Confirmation.

6. Services

- 6.1 Prior to the start of the Job We shall carry out a full inspection of the Property in order to ensure that We can safely supply the Services. You will allow Us to carry out any necessary inspections at the Property, and provide full access to the Property including parts of the Property outside of the Work Area. This inspection is only for Us to assess the Property in relation to carrying out the Services safely, and does not affect or reduce Your obligations under these Terms including ensuring that any appropriate consents for Us to attend and carry out the Services are obtained by You and providing us full, complete and accurate information in relation to the Property.
- 6.2 The Services shall be carried out in accordance with the specification set out in Your Order and as confirmed in our Order Confirmation or as otherwise agreed or amended and confirmed in writing. In the event that the Services cannot be carried out in accordance with the agreed specification then We shall notify You as soon as possible and attempt to agree on an amended specification to complete the Job and any associated extra costs with this, which You shall be liable for.
- 6.3 We may provide sketches, plans, diagrams or similar documents in advance of the Job and/or as part of the Services. Any such material is intended for illustrative purposes only and is not intended to provide an exact specification of the Job nor to guarantee specific results.
- 6.4 We shall ensure that the Services are carried out with reasonable care and skill and to a reasonable standard which is commensurate with best trade practice, complying with any relevant codes of practice.
- 6.5 We shall ensure that all Goods, materials and other products used in rendering the Services are in compliance with any relevant standards and are free from defects at the time of use.
- 6.6 Time shall not be of the essence in carrying out the Services under the Contract.

7. Delivery

- 7.1 Where we are only supplying Goods to You and not carrying out the associated Services:
 - 7.1.1 delivery will be deemed to have taken place when the Goods have been delivered and signed for. The risk for the Goods remains with Us until delivery is complete at which point it will pass to You;
 - 7.1.2 when the Goods are signed for, on delivery, You confirm receipt of the Goods and that they are in good condition. We will not be responsible or liable for the Goods if You sign before thoroughly checking the Goods. Any shortages or damages must be reported to Us as soon as possible, and in any event within 3 days of the Delivery Date as per clause 8.1. Failure to do so will result in Us charging You for any replacements and any warranty may not apply.
 - 7.1.3 it is Your responsibility to ensure that there is someone at the delivery address to sign for and accept delivery of the Goods. Failure to have someone present is likely to result in delivery being refused and if delivery is refused and/or otherwise unable to be completed then You will be re-charged the delivery charge.
- 7.2 Where We are supplying Goods and installation services to You, the risk for the Goods remains with Us until We have delivered the Goods to the Property.

8. Defects and Damaged Goods

- 8.1 Where We are only supplying Goods to You, these Goods must be thoroughly checked by You upon delivery, as per clause 7.1.1, for any damage and missing parts. If there is any damage or any parts missing then this must be reported to Us within 3 days of the delivery date (which will be the date that the Goods were signed for) and followed up by You in writing, detailing in full any damage or missing items within 5 days of delivery, including clear photographs showing Us any damage for Us to assess.
- 8.2 Where We have supplied Goods and Services to You, We will inspect all Goods before carrying out the Services but You are still under a duty to thoroughly check the Goods and if there is any damage or missing parts then then this must be initially reported to Us within 3 days of the Goods being delivered to the Property by Us and followed up by You in writing, detailing in full any damage or missing items within 5 days of delivery, including clear photographs showing Us any damage for Us to assess.
- 8.3 Under no circumstances will We be responsible for any defects or damage to the Goods, where:
 - 8.3.1 such defects or damage have resulted from any work not carried out by Us, including any work carried out by You or any third party contractors; or
 - 8.3.2 we reasonably believe that any defects in the Goods have been caused by: normal wear and tear, deliberate damage and/or misuse of the Goods or accidental damage; or
 - 8.3.3 the Goods have been modified or altered in any way.
- 8.4 If You believe that any Goods and/or Services are defective within 12 months of the date of delivery then You must notify Us as soon as is

reasonably possible, and in any event within 3 days of identifying the defect, in writing detailing in full the defective Good and/or Service, including clear photographs were necessary.

- 8.5 If You have reported to Us a defect under clause 8.4, and We accept that there is a defect which is covered under Our Warranty, then in Our complete discretion We shall decide whether to:
- 8.5.1 repair any defective Goods free of charge; or
 - 8.5.2 replace any defective Goods free of charge with a like for like replacement; or
 - 8.5.3 provide credit to You providing that You return the defective Goods to Us and that the condition of these Goods is in the same condition when they were delivered to You.

9. Customer's Obligations

- 9.1 If any consents, licenses or other permissions are required from any third parties such as landlords, planning authorities, local authorities or similar, it shall be Your responsibility to obtain the same at Your cost in advance of the commencement of the Services and You shall provide evidence that such consent or permission has been obtained on request. We shall not be liable for any claims, costs or other losses as a result of You failing to get all necessary consents, permission and/or licences before the commencement of Our Services.
- 9.2 You shall ensure that We can access the Property, and all parts of the Property necessary for Us to carry out any inspections and carry at the Services at the agreed times, in order for Us to carry out the Services.
- 9.3 You shall ensure that We have access to electrical outlets, and any other utilities or equipment which We may reasonably require as notified to You.
- 9.4 You shall ensure that the Work Area and any other area of the Property where We require access to, is kept clear to the extent that is necessary to allow Us to carry out the Services safely.
- 9.5 If You, or any employees, contractors or anyone else at the Property, are present when We are carrying out the Services, You must observe all relevant health and safety rules and You must comply with any additional instructions given to You by Us.

10. Liability, Indemnity and Insurance

- 10.1 We shall ensure that We have in place at all times appropriate and valid insurance which shall include public liability insurance.
- 10.2 We will only be liable to You for any foreseeable loss or damage that You may suffer as a result of Our material breach of these Terms or as a result of Our negligence. We will not be responsible for any loss or damage that is not foreseeable. Unless otherwise stated by law or elsewhere in these Terms, the total liability We owe You in relation to the supply of Goods and Services shall not exceed the Total Price.
- 10.3 We will not be liable to You for any loss of profit, loss of business, interruption to business or for any loss of business opportunity.
- 10.4 We will not be liable to You for any loss or damage to the Property or any other property arising directly or indirectly from any defective Goods or in the event that We have to remove Goods in accordance with clause 5.10.
- 10.5 Nothing in these Terms seeks to exclude or limit Our liability for death or personal injury caused by Our negligence or for fraud or fraudulent misrepresentation.

11. Data Protection

- 11.1 All personal information that We may use will be collected, processed, and held in accordance with the provisions of EU Regulation 2016/679 General Data Protection Regulation ("GDPR") and the Data Protection Act 2018, and Your rights under this legislation.
- 11.2 For complete details of the Our collection, processing, storage, and retention of personal data including, but not limited to, the purpose(s) for which personal data is used, the legal basis or bases for using it, details of the Customer's rights and how to exercise them, and personal data sharing (where applicable), please refer to Our Privacy Notice available from Us, on request.

12. Force Majeure

- 12.1 We will not be liable for any failure or delay in performing Our obligations where that failure or delay results from any cause that is beyond Our reasonable control. Such causes include, but are not limited to: power failure, internet service provider failure, industrial action, civil unrest, fire, flood, storms, earthquakes, acts of terrorism, acts of war, governmental action or any other event that is beyond Our control.
- 12.2 If any event described under this clause occurs that is likely to adversely affect Our performance of any of Our obligations under these Terms:
- 12.2.1 We will inform You as soon as is reasonably possible;
 - 12.2.2 Our obligations under these Terms and any time limits that We are bound by will be extended accordingly;
 - 12.2.3 We will inform You when the event outside of Our control is over and provide details of any new dates, times or availability of Us to provide the Services;
 - 12.2.4 If the event outside of Our control continues for more than 2 months We will cancel the Contract and inform You of the cancellation. Any refunds due to You as a result of that cancellation will be paid to You as soon as is reasonably possible.

13. Termination

- 13.1** We may immediately terminate the Contract by giving written notice to You if:
- 13.1.1 You fail to pay any amount due to Us under any of the provisions of these Terms within 14 days of the due date for payment;
 - 13.1.2 You breach any of Your obligations in clause 9 of these Terms;
 - 13.1.3 an encumbrancer takes possession, or where You are a company, a receiver is appointed, of any of Your property or assets;
 - 13.1.4 You make any voluntary arrangement with its creditors or, being a company, You become subject to an administration order (within the meaning of the Insolvency Act 1986);
 - 13.1.5 You, being an individual or firm, have a bankruptcy order made against You or, being a company, go into liquidation (except for the purposes of bona fide amalgamation or re-construction and in such a manner that the company resulting therefrom effectively agrees to be bound by or assume the obligations imposed on that other party under the Contract);
 - 13.1.6 You cease or threaten to cease, to carry on business; or
 - 13.1.7 control of that other party is acquired by any person or connected persons not having control of that other party on the date of the Order Confirmation. For the purposes of this Clause 13, "control" and "connected persons" shall have the meanings ascribed thereto by Sections 1124 and 1122 respectively of the Corporation Tax Act 2010.
- 13.2** Upon the termination of the Contract for any reason, any sum owing by You to Us under any of the provisions of the Contract or these Terms shall become immediately due and payable and termination shall not affect or prejudice any right to damages or other remedy which We may have in respect of the event giving rise to termination or any other right to damages or other remedy which We may have in respect of any breach of the Contract which exist at or before the date of termination.

14. General

- 14.1** We may transfer (assign) Our obligations and rights under these Terms (and under the Contract, as applicable) to a third party (this may happen, for example, if We sell Our business). If this occurs You will be informed by Us in writing. Your rights under these Terms will not be affected and Our obligations under these Terms will be transferred to the third party who will remain bound by them.
- 14.2** You may not transfer (assign) Your obligations and rights under these Terms (and under the Contract, as applicable) without Our express written permission.
- 14.3** The Contract is between You and Us. It is not intended to benefit any other person or third party in any way and no such person or party will be entitled to enforce any provision of these Terms.
- 14.4** If any of the provisions of these Terms are found to be unlawful, invalid or otherwise unenforceable by any court or other authority, that / those provision(s) shall be deemed severed from the remainder of these Terms. The remainder of these Terms shall be valid and enforceable.
- 14.5** No failure or delay by Us in exercising any of Our rights under these Term shall be deemed to be a waiver of that right, and no waiver by Us of a breach of any provision of these Terms shall be deemed to be a waiver of any subsequent breach of the same or any other provision.
- 14.6** We reserve the right and shall be entitled to set-off any sums in any manner from payments due or sums received in respect of any claim under these Terms or the Contract or any other agreement at any time.
- 14.7** Nothing in these Terms shall constitute or be deemed to constitute a partnership, joint venture, agency or other fiduciary relationship between the parties other than the contractual relationship expressly provided for in these Terms and in the Contract.
- 14.8** These Terms, the Contract, and the relationship between You and Us (whether contractual or otherwise) shall be governed by, and construed in accordance with the law of England and any dispute, controversy, proceedings or claim between You and Us shall be subject to the exclusive jurisdiction of the courts of England.
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