

CONTRACT

NAME DATE

ADDRESS / SITE ADDRESS

EMAIL

TEL

1 Application of these Terms & Conditions

1.1 We intend to rely upon the Conditions set out in this document. 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 this contract.

2 Quotations and Orders

2.1 Any quotation given by us is valid for 30 days and starts from the period stated on the front page of this contract.

2.2 It is your responsibility to ensure the accuracy of the description of the Goods and Services set out on this contract and Schedule of Work and to inform us of any amendments required in writing to info@joinerynorthwest.co.uk

2.3 We constantly strive to improve our products and services and therefore reserve the right to make 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 per fitter per day.

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 this contract 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.

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. If we or you cancel the Contract in accordance with this clause 3.3 the Deposit will be returned to you, and we will have no further liability to you, nor you to us.

3.4 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 a Contract

4.1 You may cancel the Contract by giving us written notice no later than 4 days after the date on which it was concluded. If you cancel the Contract in this way we will return your Deposit to you.

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.

Joinery NorthWest Ltd

Unit 9, Gatebeck Industrial Estate, Gatebeck, Kendal, Cumbria, LA8 0HW

tel/fax: 015395 66979 **m:** 07787 259524 **e:** info@joinerynorthwest.co.uk **w:** www.joinerynorthwest.co.uk

Registered Office as above. Registered in England No.7633213. VAT NO.160311949



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 this contract 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 this contract, 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 this contract payment of the balance of the Price is due immediately on completion of installation of the Goods and should be made to our fitters or by BACS prior to them leaving. 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.

5.4 Payment must be made by BACS or cheque, Cheques should be made payable to "Joinery Northwest Ltd".

5.5 Our BACS details are as follows; Sort Code: 01-04-66, Account No: 33652945

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.

5.7 Should the customer wish to hold back a figure for snagging, then up to 5% of the total quotation can be paid by way of a 4 week post dated cheque. Joinery Northwest Ltd will then ensure that all snagging issues are resolved within this 4 week period.

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 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.

6.3 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.

6.4 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, the repositioning of telephone or burglar alarm fittings and any other electrical connections, aerials, gas or water installations. If for whatever reason you do not comply with your obligations under this clause 6.4 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 per fitter per day.

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6.5 By signing this contract you authorise our fitters to move items under clause 6.4 at your risk. If our fitters move any such items this may result in an increase in the Price to cover our additional time spent in doing so. We will notify you of any such increase before our fitters move any such items unless it is impractical to do so without delaying the supply of the Goods and Services, in which case any such increase will not exceed 2% of the Price. If our fitters move any of your items under clause 6.4 they will use reasonable care and skill while doing so.

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

7 Risk, Title and Insurance

7.1 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.

7.2 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.

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

8 Specifications of Goods and Services

8.1 Unless specified otherwise in the "Description of Work" on this contract, all work will conform to our standard manufacturing detail which is available on request.

8.1.1 Notwithstanding the timber specification on the Schedule of Work, internal beads are manufactured from softwood at our discretion.

8.1.2 We will not decorate or redecorate any existing window/door frames, sashes, architraves, liners or window board on which we work.

8.1.3 The cost of window or door furniture is additional to the figure quoted unless otherwise stipulated in the contract.

8.2 Redecoration or 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 will not be made good. We can arrange for a decorator/plasterer at additional cost.

8.3 All general rubbish and waste products will be removed from site. Any old windows, doors, sashes or glass that are removed from your property will be left tidily in a location, on your premises, to be mutually agreed. Should you wish Joinery Northwest Ltd to remove these items then we requote for this.

8.4 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.

8.5 We will take reasonable care to keep intact any panes or frames from old windows and doors and any secondary glazing that you tell us you wish to retain but such items are fragile and prone to breakage on removal. 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.

8.6 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.

8.7 Joinery Northwest Ltd cannot be held responsible for movement or shrinkage of timber as wood is a natural product and can move with moisture and humidity, unless made from Accoya.

8.8 Joinery Northwest Ltd is not registered with a self certification scheme - should any building control certification be required this can be arranged (by Joinery Northwest Ltd if preferred) through the local authority at an additional cost to the customer.

8.9 All complete new windows come with UP TO a 10 year guarantee, dependant on varying factors - please ask for a copy of the full guarantee prior to instructing the work. In all cases the guarantee will only be valid when items are paid for in full and where the windows or joinery items have been appropriately maintained and painted.

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9 Your Obligations

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

9.1.1 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;

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

9.1.3 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.

9.2 If at your request we manufacture and/or supply the goods and services prior to you obtaining any of the licences or consents referred to in clause 9.1.3, you will have to pay the Price even if any such licences or consents are subsequently not granted.

10 Assignment

10.1 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.

11 Force Majeure

11.1 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.

12 Complaints

12.1 In the event that you have a complaint relating to any aspect of our product or service please email info@joinerynorthwest.co.uk

CUSTOMER ACCEPTANCE

I enclose the stipulated deposit of £ in order to secure a start date.

I will pay deposit by BACS or CHEQUE

Bacs to, Account number: 33652945 Sort Code: 01-04-66 OR (cheques payable to "Joinery Northwest Ltd")

My window furniture preference is CHROME or BRASS or OTHER

Signed: 
(The Customer) if you cant digitally sign please tick box as your signature

Print:
Full Name

Date:

Quotation Ref:

Please return this accepted quotation by email to info@joinerynorthwest.co.uk.
Or by post to Joinery Northwest Ltd, Unit 9, Gatebeck Industrial Estate, Gatebeck, Kendal LA8 0HW.

