

## Terms and Conditions of Service

### 1. Definitions

- 1.1. Bryan Thompson Windows: Bryan Thompson Windows Limited (Registered in England and Wales, Company 5666753 , VAT Number 511049686, Registered Office 33 Boston Road South, Holbeach, Lincolnshire, PE12 7LR;
- 1.2. You: the person(s) who have ordered the Goods and Services from Bryan Thompson Windows as indicated on the Quote;
- 1.3. the Goods and Services: the products, materials and/or professional services to be provided by Bryan Thompson Windows to you and as detailed in the Quote;
- 1.4. the Agreement: these Terms and Conditions together with any terms contained within the Quote;
- 1.5. the Quote: the written document from Bryan Thompson Windows setting out the cost of the Goods and Services to be provided.
- 1.6. For supply only goods the customer shall acknowledge by collecting or accepting delivery that the product is undamaged and in good condition.

### 2. General

- 2.1. The contract between Bryan Thompson Windows and you is formed on your acceptance of the Quote. You should signify acceptance of the Quote by notifying Bryan Thompson Windows either by letter, email or paying a deposit.

### 3. Charges, invoicing and payment

- a. Bryan Thompson Windows fees for the supply of Goods and Services will be detailed in the Quote. All fees are inclusive of VAT at the current applicable rate. The fees set out in the Quote are subject to the outcome of a survey to be carried out by Bryan Thompson Windows on acceptance of the Quote.
- b. You may be required to pay a deposit on agreeing the Quote. The Quote shall detail any such requirement.
- c. Invoiced amounts outstanding shall be payable as specified in the Quote. Final payment shall be made on the same day as completion of the work.
- d. Bryan Thompson Windows reserves the right to charge interest on overdue invoices until the date on which payment was made. The rate of interest charged shall be 4% per annum above the official dealing rate of the Bank of England currently in force, and will be calculated on a daily basis from the invoice due date. For invoices over 28 calendar days overdue we may employ the use of a third party debt recovery agency or start Court proceedings. The customer shall be liable for any and all fees incurred in the process of recovering the debt.
- e. Any dispute of the works carried out or goods supplied by the company should be notified in writing or by email within 7 days of the completion of works, or supply date.
- f. For instances of material or installation fault the customer may withhold 10% of the final remaining balance due until the remedial works have been completed.

### 4. Cancellation within the cooling off period

- 4.1. You may cancel the order within 14 days of the date you accept the Quote by notifying Bryan Thompson Windows clearly of your intention to cancel (by telephone, email or post). The notice of cancellation must be sent by the end of the 14 day period. You should retain proof of cancellation.
- 4.2. In the event of cancellation in these circumstances you will be entitled to a full refund of any monies already paid to Bryan Thompson Windows. Bryan Thompson Windows will not commence the work or order any materials until expiry of the 14 day period, where commencement of the work within
- 4.3. the 14 day period occurs at the request of the Client Bryan Thompson Windows shall be entitled to charge the Client for any work or other costs incurred up to the time of cancellation.

### 5. Cancellation after the cooling off period and made to measure products

- 5.1. Where cancellation occurs after 14 days of the date of acceptance of the Quote, you must notify Bryan Thompson Windows clearly of your intention to cancel (by telephone, email or post). You should retain proof of cancellation.
- 5.2. In the event of cancellation within these circumstances for non made to measure products, if work has begun to make the products ordered, the deposit paid to Bryan Thompson Windows will be retained, and any other monies already paid will be refunded.
- 5.3. Where products are made to measure and the order has been placed following the cooling off periods, all monies already paid to Bryan Thompson Windows will be retained by Bryan Thompson Windows and Bryan Thompson Windows shall be entitled to charge the Client for any work or other costs incurred up to the time of cancellation in excess of that already paid.

### 6. Retention of title

- 6.1. The Parties agree that ownership of Goods supplied by Bryan Thompson Windows (or any supplier to Bryan Thompson Windows) in the provision of the Goods and Services shall be retained by Bryan Thompson Windows until all invoices raised by Bryan Thompson Windows for the Goods and Services have been settled by you.

### 7. Client Responsibilities

- 7.1. You shall co-operate with Bryan Thompson Windows in order to enable Bryan Thompson Windows to perform its obligations under this Agreement and in particular shall:
- 7.1.1. Obtain all necessary permissions and consents that may be required for the performance of the Services;
  - 7.1.2. Ensure that accurate information required for the performance of the Services is supplied to Bryan Thompson Windows and supply any further information reasonably required by Bryan Thompson Windows;
  - 7.1.3. Provide a safe working environment and comply with your duty under section 2 of the Occupiers Liability Act 1957; and
  - 7.1.4. Ensure that the premises are prepared and accessible to Bryan Thompson Windows' operatives at the time and date agreed for performance of the Services.

7.2. It is the customer's responsibility to adequately insure all fitted items during and after the installation period prior to full payment being made and ownership being transferred.

## **8. Bryan Thompson Windows Responsibilities**

8.1. Bryan Thompson Windows will use all reasonable endeavours to ensure that the Services are performed to a reasonable standard and within the indicated time frames specified in the Quote.

8.2. Bryan Thompson Windows will handle any complaints you may have in accordance with its Complaints Procedure, a copy of which shall be provided with these terms and conditions.

### **Certass**

9. Bryan Thompson Windows' work is carried out under the Certass Competent Person Scheme and Certass will issue a certificate of compliance on completion of work which Certass applies to, which you should retain. For replacement certificates the customer must contact Certass

9.1. directly

9.2. Where you are dissatisfied with any aspect of the Goods or Services and the outcome Bryan Thompson Windows' internal complaints procedure you may contact Which? Trusted traders 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 on 01179812929.

## **10. Guarantees and Insurances**

10.1. For works carried out which are notifiable to Certass, Bryan Thompson Windows undertakes to provide an Insurance Backed Guarantee where required; and guarantee covering the cost of completing rectification work in respect of installation defects.

10.2. Bryan Thompson Windows undertakes to warrant/ insure any item supplied by it on a replacement item or repair basis

10.3. The choice of whether materials are either repaired or replaced is at the sole discretion of Bryan Thompson Windows Limited.

\*All items are subject to the originating supplier still trading and able to supply compatible goods.

10.4. Bryan Thompson Windows accepts no liability in respect of the following:

10.4.1. Damage due to accident, storm, flood, neglect, misuse, faults or premature deterioration that results from the client's failure to reasonably maintain the product(s);

10.4.2. Possible dulling of frames due to the effects of weather conditions;

10.4.3. The failure of the products to reduce or eliminate condensation;

10.4.4. Any part of component that has been subject to stresses and operating forces beyond the recommended levels;

10.4.5. Any part or component that has been altered (including the addition of aftermarket items) by a third party. Or which has suffered surface corrosion not affecting performance;

10.4.6. The failure of the product to prevent wind/water ingress beyond the recommended performance levels or in periods of exceptional weather circumstances;

10.4.7. Any item that has a disclaimer in force signed by the customer.

10.4.8. Any products sold on supply only basis carry the manufacturer's warranty against product defects not related to fitting or wear and tear.

10.5. This guarantee is valid only upon the goods being paid for in full. (Reservation of title).

10.6. Bryan Thompson Windows reserves the right to repair or replace defective items. Whilst every effort will be made to source a 'like for like' product we cannot guarantee that an exact match will be available.

10.7. In respect of any repair work carried out to the defective item or replacement units supplied within the guarantee period under the terms of the Bryan Thompson Windows guarantee, Bryan Thompson Windows shall not be liable for consequential loss of any nature whatsoever including (without limitation) any loss of earnings.

10.8. Bryan Thompson Windows reserves the right to invoice you for all costs incurred in handling claims that prove not to be covered under this guarantee.

10.9. This guarantee is only for the benefit of the domestic customer and no warranty or guarantee is issued or entertained in respect of a third party.

10.10. Installations in non-domestic properties carry a one year warranty.

10.11. Supply only orders carry a one year warranty on faulty goods only providing the defect does not arise from the installation method, fair wear and tear, or failure by the customer to adequately maintain the products

## **11 Third party rights**

11.1 Nothing in this Agreement is intended to, nor shall, confer any rights on a third party

## **12 Permissions**

12.1 It is the customer's sole responsibility to obtain the relevant planning permissions for conservatories and extensions. Bryan Thompson Windows Ltd will accept no liability or costs incurred should the customer fail to obtain the correct planning permissions required. By acceptance of the quotation, it will be taken that the relevant information and permissions have been sort by the customer.

**13. Marketing**

13.1 By acceptance of the quote, we reserve the right to use carefully selected images of the installation on our website and within advertising. If you wish to opt out of this agreement please request this in either an email or letter using the contact details provided.

**14. Additional Fees**

14.1 Where ordered goods are ready for installation within the timescale specified within the quote and the customer does not allow installation of the goods to take place a storage fee may be charged and additional stage, or full payment will be required.

**15. Jurisdiction**

This Agreement shall be construed in accordance with English Law and the Courts of England and Wales shall have exclusive jurisdiction in so far as any matter arising from this Agreement is required to be referred to a court of law