

Wharfedale Window Company Terms and Conditions of Sale

1. These Terms

- 1.1 These are the terms and conditions on which we supply our products to you.
- 1.2 Please read these terms carefully before you submit your order to us. These terms tell you who we are, how we will provide products to you, how you and we may change or end the contract, what to do if there is a problem and other important information. If you would like to discuss these terms or think there might be a mistake in them, please contact us on the details set out below.

2. Information About Us and How to Contact Us

- 2.1 HWL Bespoke Glazing Ltd t/a Wharfedale Window Company, a company registered in England and Wales with company number 08260826. Our registered office address is Unit 6, Maybrook Industrial Park, Armley Road, Leeds, LS12 2EL. Our registered VAT number is GB 243573211.
- 2.2 You can contact us by telephoning 01943 465947 or by writing to us at sales@wharfedalewindows.co.uk or 45 Station Road, Leeds, LS29 8DP.
- 2.3 If we have to contact you we will do so by telephone or by writing to you at the email address or postal address you provided to us in your order.
- 2.4 When we use the words "writing" or "written" in these terms, this includes emails.

3. Our Contract With You

- 3.1 A contract will come into existence between you and us when we accept your order. We will usually provide you with a copy of your order and our acceptance of it at the point you sign your order either at your or our premises. This will take place after our sales representatives has visited you at the premises at which you would like the product to be installed.
- 3.2 If we are unable to accept your order, we will inform you of this and will not charge you for the product.
- 3.3 We will let you know what the order number is when we accept your order. It will help us if you can tell us the order number whenever you contact us about your order.

4. Our Products

- 4.1 The images of the products in our brochure and on our website and any sample units, sample windows, drawings or adverts are provided for illustrative purposes only to give an approximate idea of our products. They won't form part of our contract with you and there may be minor variations between the products shown in the sample units, sample windows, drawings or adverts and the final product we supply to you.
- 4.2 It is your responsibility to ensure that the type, design, handling, glass type and pattern and any other specifications that you have requested in respect of the product are accurate and set out in the order.
- 4.3 The services we provide during installation of the products do not include renovating tiling surrounding the products or any other existing framing. We will not replace or supply windowboards, fascias or bay canopies unless they form part of the order. We will not paint or colour match old or new walls, timbers or putties.

5. Our Guarantees

- 5.1 Subject to clause 5.2, we offer the following guarantees in addition to your legal rights. We will rectify all material faults and replace all materially defective materials ("Faults") free of charge as quickly as is reasonable practicable upon receipt of notice in writing from you that a Fault has developed in respect of a product you have purchased from us. The guarantee period will commence on the date the product is fitted or installed by us. The following guarantees apply:
 - 5.1.1 for uPVC and/or aluminum windows, doors and patio doors the guarantee period is 10 (ten) years;
 - 5.1.2 for hardwood windows and surrounds the guarantee period is 5 (five) years, provided that you have applied a proprietary exterior preservative at six monthly intervals following the date of installation;
 - 5.1.3 for glass:
 - 5.1.3.1 a 10 (ten) year guarantee period in respect of condensation forming between the panes of glass only. No guarantee or warranty is given against condensation forming or occurring on frames, glass or elsewhere; and
 - 5.1.3.2 a 1 (one) month guarantee period in respect of broken or cracked glass;
 - 5.1.4 a 12 (twelve) month guarantee period in respect of glass supplied or supplied and fitted into timber frames, excluding broken or cracked glass;
 - 5.1.5 for handles, hinges, locks, letter boxes, door drips, gaskets and accessories the guarantee period is 12 (twelve) months;
 - 5.1.6 for plumbing and electrical parts the guarantee period is 12 (twelve) months; and
 - 5.1.7 for floor finishes including tiles, timber and laminated the guarantee period is 12 (twelve) months.
- 5.2 All guarantees set out in clause 5.1 are subject to the following terms: 5.2.1 Wharfedale Window Company provides no guarantee and shall not be responsible for:
 - 5.2.1.1 damage caused to the products by you whether such damage is malicious or accidental and whether it is caused by maintenance, adjustment or cleaning by you; or
 - 5.2.1.2 any products or part of the products damaged as a result of normal wear and tear;
- 5.2.2 rectification and/or replacement of the products will be carried out in a manner considered most suitable by Wharfedale Window Company and to a standard equal to the original product and/or installation (as applicable); and
- 5.2.3 Wharfedale Window Company shall not be responsible for any redecoration required following the rectification or replacement of products.

6. Your Rights to Make Changes

- 6.1 If you wish to make a change to the product you have ordered please contact us as soon as possible. We will let you know if the change is possible. If it is possible we will let you know about any changes to the price of the product, the timing of supply or anything else which would be necessary as a result of your requested change and ask you to confirm whether you wish to go ahead with the change. If we cannot make the change or the consequences of making the change are unacceptable to you, you may want to end the contract. If you end the contract, you will be liable to pay all costs incurred by us in the preparation of your order up to the date of cancellation together with any unavoidable third party costs.

7. Our Rights to Make Changes

- 7.1 We may change the product:
 - 7.1.1 to reflect changes in relevant laws and regulatory requirements;
 - 7.1.2 to implement minor technical adjustments and improvements; or
 - 7.1.3 if such changes are requested by you.These changes will not affect your use of the product.
- 7.2 If we wish to make changes to these terms or our products which may have a significant effect on our relationship with you or the products you will receive from us, we will notify you. You may then contact us to end the contract before the changes take effect and receive a refund for any products paid for but not received.
- 7.3 If we need to suspend provision of the products to make the changes, we will let you know as soon as reasonably practicable. You may contact us to end the contract for a product if we suspend provision of it for a period of more than 1 (one) week and we will refund any sums you have paid in advance for the product in respect of the period after you end the contract.

8. Providing the Products

- 8.1 The costs of delivery will be included in the price we quote to you for the products.
- 8.2 During the order process we will let you know when we will provide the products to you, although our delivery and installation date are approximate dates only and we will not be liable to you if we are unable to deliver and/or install the products on the proposed delivery date.
- 8.3 If the products you have purchased from us require us to carry out building work on the premises it may take up to 3 (three) months to complete such building work.
- 8.4 If our supply of the products is delayed by an event outside our control then we will contact you as soon as possible to let you know and we will take steps to minimise the effect of the delay. Provided we do this we will not be liable for delays caused by the event, but if there is a risk of substantial delay you may contact us to end the contract and receive a refund for any products you have paid for but not received.
- 8.5 If you do not allow us access to your property to perform the services and/or install the products as arranged (and you do not have a good reason for this) we may charge you additional costs incurred by us as a result. If, despite our reasonable efforts, we are unable to contact you or re-arrange access to your property through no fault of our own within 28 days of the agreed delivery date, we may end the contract and clause 10.2 will apply.

- 8.6 All products will be your responsibility from the time we deliver to you and install the product.
- 8.7 You will own the products once we have received payment in full and cleared funds from you.
- 8.8 We may need certain information from you so that we can supply the products to you, for example, your name, email address, telephone number and the address at which you wish the products to be provided and installed. If so, this will have been notified to you before you placed your order. We will contact you to ask for this information. If you do not give us this information within a reasonable time of us asking for it, or if you give us incomplete or incorrect information, we may either end the contract (and clause 10.2 will apply) or make an additional charge of a reasonable sum to compensate us for any extra work that is required as a result. We will not be responsible for supplying the products late or not supplying any part of them if this is caused by you not giving us the information we need within a reasonable time of us asking for it.

9. Your Rights to End the Contract

- 9.1 If you are ending a contract for a reason set out at clauses 9.1.1 to 9.1.4 below the contract will end immediately and you may also be entitled to compensation. The reasons are:
 - 9.1.1 we have told you about an upcoming change to the product or these terms which you do not agree to;
 - 9.1.2 we have told you about an error in the price or description of the product you have ordered and you do not wish to proceed;
 - 9.1.3 there is a risk that supply of the products may be significantly delayed because of events outside our control;
 - 9.1.4 we have suspended supply of the products for technical reasons, or notify you we are going to suspend them for technical reasons, in each case for a period of more than 1 (one) week; or
- 9.2 Subject to clause 9.3, if you have changed your mind and wish to end the contract, you are entitled to do so within 7 days of receipt of the product by emailing us at sales@wharfedalewindows.co.uk or by writing to us at 45 Station Road, Leeds, LS29 8DP. Please provide your name, home address, details of the order and, where available, your phone number and email address.
- 9.3 Notwithstanding clause 9.2, you do not have the right to return any products which are bespoke or otherwise made to measure to fit your premises.

10. Our Rights to End the Contract

- 10.1 We may end the contract for a product at any time by writing to you if:
 - 10.1.1 you do not make any payment to us when it is due and you still do not make payment within 1 (one) week of us reminding you that payment is due;
 - 10.1.2 you do not, within a reasonable time of us asking for it, provide us with information that is necessary for us to provide the products, for example, your name, email address, telephone number and the address at which you wish the products to be provided and installed;
 - 10.1.3 you do not, within a reasonable time, allow us to deliver the products to you or collect them from us;
 - 10.1.4 you do not, within a reasonable time, allow us access to your premises to supply the services, including installation of the products.
- 10.2 If we end the contract in the situations set out in clause 10.1, we reserve the right to charge you in full for the products and/or services you have ordered from us

11. If There Is a Problem With the Product

- 11.1 If you have any questions or complaints about the product, please contact us. You can write to us at sales@wharfedalewindows.co.uk or 45 Station Road, Leeds, LS29 8DP.
 - 11.2 We are under a legal duty to supply products that are in conformity with this contract.
- ## 12. Price and Payment
- 12.1 The price of the product (which includes VAT) will be the price indicated on your order form.
 - 12.2 We may ask you to pay a deposit, in which case we shall invoice you for such deposit and we won't provide the products until we have received payment of the deposit from you. The payment terms in respect of the deposit shall be as set out in the invoice.
 - 12.3 For contracts (with the exception of conservatory contracts) we will require our interim/stage payment to be made 7 days prior to our confirmed installation date.
 - 12.4 If the rate of VAT changes between your order date and the date we supply the product, we will adjust the rate of VAT that you pay, unless you have already paid for the product in full before the change in the rate of VAT takes effect.
 - 12.5 We accept payment with most major credit/debit cards, however business/corporate/amex cards are subject to a 4% charge. We will invoice you for the products once they have been installed by us and payment must be made to us immediately in full and cleared funds.
 - 12.6 If you do not make any payment to us by the due date we may charge interest to you on the overdue amount at the rate of 3% a year above the base lending rate of the Bank of England from time to time. This interest shall accrue on a daily basis from the due date until the date of actual payment of the overdue amount, whether before or after judgment. You must pay us interest together with any overdue amount.
 - 12.7 If you think an invoice is wrong please contact us promptly to let us know. You will not have to pay any interest until the dispute is resolved. Once the dispute is resolved we will charge you interest on correctly invoiced sums from the original due date.

13. Our Responsibility for Loss or Damage Suffered By You

- 13.1 If we fail to comply with these terms, we are responsible for loss or damage you suffer that is a foreseeable result of our breaking this contract or our failing to use reasonable care and skill, but we are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if either it is obvious that it will happen or if, at the time the contract was made, both we and you knew it might happen, for example, if you discussed it with us during the sales process.
- 13.2 We do not limit or exclude our liability for death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors; for fraud or fraudulent misrepresentation; for breach of your legal rights in relation to the products and for defective products under the Consumer Protection Act 1987.
- 13.3 If we are providing services in your property, we will make good any damage to your property caused by us while doing so. However, we are not responsible for the cost of repairing any pre-existing faults or damage to your property that we discover while providing the services.
- 13.4 We only supply the products for domestic and private use. If you use the products for any commercial, business or re-sale purpose we will have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.

14. How We May Use Your Personal Information

- 14.1 We will use the personal information you provide to us:
 - 14.1.1 to supply the products to you;
 - 14.1.2 to process your payment for the products; and
 - 14.1.3 if you agreed to this during the order process, to give you information about similar products that we provide, but you may stop receiving this at any time by contacting us.
 - 14.2 We will only give your personal information to third parties where the law either requires or allows us to do so.
- ## 15. Other Important Terms
- 15.1 We may transfer our rights and obligations under these terms to another organisation.
 - 15.2 You may only transfer your rights or your obligations under these terms to another person if we agree to this in writing.
 - 15.3 This contract is between you and us. No other person shall have any rights to enforce any of its terms.
 - 15.4 Each of the paragraphs of these terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.
 - 15.5 If you have received and confirmed your installation date, you may postpone this date at any time up to seven working days prior to the installation. If you postpone at any time after this, a charge of £250 will be added to your final balance. We reserve the right to move your installation at any time.
 - 15.6 If we do not insist immediately that you do anything you are required to do under these terms, or if we delay in taking steps against you in respect of your breaking this contract, that will not mean that you do not have to do those things and it will not prevent us taking steps against you at a later date. For example, if you miss a payment and we do not chase you but we continue to provide the products, we can still require you to make the payment at a later date.
 - 15.7 These terms are governed by English law and you can bring legal proceedings in respect of the products in the English courts. If you live in Scotland you can bring legal proceedings in respect of the products in either the Scottish or the English courts. If you live in Northern Ireland you can bring legal proceedings in respect of the products in either the Northern Irish or the English courts.