



SASH WINDOW SHOP
Custom Made Wooden Sash Windows & More

TERMS AND CONDITIONS

www.sashwindowshop.com

01279 456670



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Terms and Conditions

1. Definitions

- 1.1 The "Company" means Sash Window Shop Ltd or any subsidiary of that company which relies on these Conditions.
- 1.2 The "Conditions" means the terms and conditions of sale set out in this document and any special terms and conditions agreed in writing by the Company.
- 1.3 The "Customer" means the person whose order for Products/Services is accepted by the Company.
- 1.4 The "Products" means any products and/or goods ordered from the Company by the Customer or to be supplied by the Company to the Customer.
- 1.5 The "Price" means the price for the Products excluding carriage, packaging, insurance and VAT.
- 1.6 The "Contract" means any contract between the Company and the Customer incorporating these conditions for the sale of Products and/or the provision of the Services.

2. Information about us and how to Contact Us

- 2.1 We are Sash Window Shop Limited a company registered in England and Wales. Our company registration number is 13241521 and our registered office is at Unit 71 Greenway Business Centre, Harlow Business Park, Greenway, Harlow CM19 5QE Our registered VAT number is 377 2396 60.
- 2.2 You can contact us by telephoning our sales team on 01279 456670, or by writing to us at hello@sashwindowshop.com.
- 2.3 Applicable laws require that some of the information or communications we send to you should be in writing. When using our site, you accept that communication with us will be mainly electronic. We will contact you by e-mail or provide you with information by posting notices on our site. For contractual purposes, as you agree to this electronic means of communication and you acknowledge that all contracts, notices, information and other communications that we provide to you electronically comply with any legal requirements that such communications be in writing. This condition does not affect your statutory rights.



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3. Basis of Contract

- 3.1 These Conditions shall apply to all contracts for the supply of the Products by the Company to the Customer to the exclusion of any other terms or conditions including any terms or conditions which the Customer may purport to apply under any purchase order (verbal or written), confirmation of order or similar document.
- 3.2 These Conditions supersede all previous terms and conditions and shall replace any terms and conditions previously notified to the Customer.
- 3.3 No variation to these conditions shall be binding on the Company unless contained in the Company's Purchase Order or agreed in writing between the Customer and a Director of the Company.
- 3.4 The Company's employees, sub-contractors and/or agents are not authorised to make any representations or warranties concerning the Products unless confirmed by the Company in writing.
- 3.5 The Customer acknowledges that it does not rely on any representation and/or warranty which has not been made in accordance with these Conditions.

4. Intellectual property rights

- 4.1 We are the owner or the licensee of all intellectual property rights in our site, and the material published on it. Those works are protected by copyright laws and treaties around the world. All such rights are reserved. You may print off one copy and may download extracts of any page(s) from the site for your personal reference, and you may draw the attention of others within your organisation to any material posted on our site. You must not modify the paper or digital copies of any materials you have printed off or downloaded in any way, and you must not use any illustrations, photographs, video or audio sequences or any graphics separately from any accompanying text. Our status (and that of any identified contributors) as the authors of material on our site must always be acknowledged. You must not use any part of the material on our site for commercial purposes without obtaining a licence to do from us or our licensors. If you print off, copy or download any part of our site in breach of these terms and conditions, your rights to use our site will cease immediately and you must, at our option, return or destroy any copies of the materials you have made.



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5. Website usage

- 5.1 Redistribution or republication of any part of this site or its content is prohibited, including such by framing or other similar or any other means, without the express written consent of the Company. The Company does not warrant that the service from this site will be uninterrupted, timely or error free, although it is provided to the best ability.
- 5.2 The information on this website is provided on an “as is” basis. To the fullest extent permitted by law, this Company:
- 5.3 Using information from this website is at your own risk, and it shall be your responsibility to ensure that any products or information available through this website meet your specific requirements.
- 5.4 The content on this website is owned by us. This includes, but is not limited to, the design, layout, look, appearance, graphics, software (Window Builder), and content. Reproduction is strictly prohibited. Unauthorised use or reproduction of this website may give to a claim for damages and/or be a criminal offence.

6. Making a contract with us

- 6.1 By placing an order through our site, you warrant that:
 - 6.1.1 You are legally capable of entering into binding contracts.
 - 6.1.2 You are at least 18 years' old.
 - 6.1.3 You are resident in the U.K. or Ireland.
- 6.2 When you place an order with us, you are making an offer to buy goods. We will send you an email to confirm that we have received your order. Once we have checked the price and availability of the goods, we will email you again to confirm that we accept your order.
- 6.3 It is the responsibility of The Customer to ensure the accuracy of the description of the Goods set out in the Production Order Confirmation and to inform The Company of any amendments required. This will need to be done in writing to hello@sashwindowshop.com prior to The Customer signing the Production Order Confirmation.
- 6.4 The Contract constitutes the entire agreement between us. You acknowledge that you have not relied on any statement, promise, representation, assurance or warranty made or given by or on behalf of us which is not set out in the Contract.
- 6.5 These terms and conditions apply to the Contract to the exclusion of any other terms that you seek to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.



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7. Order Process

7.1 How to place an order

7.1.1 Select the item(s) that you require from our website (whether designing a window or door on our website) by clicking the 'Add to Cart' link shown for the item. Items that you have selected can be reviewed at any time via the 'View Basket' link.

7.1.2 When you have completed your selections click on the 'Proceed to Checkout' link to complete your order. You will be asked to provide delivery and payment information via secure web pages. Please review your order carefully before submission to avoid problems. If you make a mistake during ordering please contact us as soon as possible.

7.1.3 If you need to amend your order prior to placing it you may do so on the shopping basket page. You can remove items or amend quantities using the controls provided. You may need to refresh the contents of your basket for changes to take effect. If you really get stuck just call or email us and we can help.

7.2 Once we have received your order from Sash Window Shop Online Store, we will telephone or email you to confirm the information you have provided.

8 Availability

8.1 All items are subject to availability. In the unlikely event that the goods are no longer available, or that we have made a pricing mistake, we will advise you of this. We will not dispatch the goods, we will refund any payment made, and there will be no contract formed between us.

8.2 Unless otherwise stated, the services featured on this website are only available within the United Kingdom, or in relation to postings from the United Kingdom. All advertising is intended solely for the United Kingdom market.

9 Measurements

9.1 Where applicable, you will provide us with the necessary site measured sizes required in order to manufacture your windows and doors. We will issue an invoice with drawings/specification on, manufacture will commence based on these sizes/specification, cancellation or changes to this will be subject to a charge. The Customer remains responsible for all measurements supplied. We recommend that a competent person or professional trades person e.g.:



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builder, carpenter be engaged in measuring accurately and reviewing specification.

10 Price and Payment

- 10.1 The price of the product will be as quoted on our Window Builder tool, except in cases of obvious error. The prices do include VAT [See VAT below] but exclude delivery costs, which will be added to the total amount due as set out in our Delivery Guide. Prices are liable to change at any time, but changes will not affect orders in respect of which we have already sent you a Production Confirmation. Unless stated otherwise, all prices quoted for goods are for supply only, ex works, and are ex Vat. We do not offer a fitting service.
- 10.2 Our site generates prices automatically and it is always possible that, despite our best efforts, some of the Products may have an incorrect calculated price. We will normally verify prices as part of our production procedures so that, where a product's correct price is less than our stated price, we will change the lower amount when dispatching the product to you. If a product's correct price is higher than the price state on our website, we will normally, at our discretion, either contact you for Instruction before dispatching the Product, or reject your order and notify you such rejection.
- 10.3 We are under no obligation to provide the Product to you at the incorrect (lower) price even after we have sent you a Production Confirmation. Payment for all Products must be by credit/debit card. We accept payment with Mastercard, Visa, Maestro and Visa Electron. We will charge for deposits credit or debit card at the point of order. Standard conditions are 50% of invoice required to place order and balance prior to delivery.

11 VAT

- 11.1 This product is supplied from an EU country and is imported by Cardinal without a VAT charge.
- 11.2 For sale in the UK current conditions will apply. Qualifying New Build houses will be charged 0% VAT while replacement, extensions, etc. will be charged at 20%.

12 Preparation for Delivery of Joinery

- 12.1 All dates provided are intended to be estimates only however we will endeavour to meet delivery dates set out in Production Order Confirmation.



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If no date is specified, then within 6-8 weeks, unless there are exceptional circumstances.

- 12.2 You will receive a confirmation of the delivery 2 weeks before arrival.
- 12.3 You will be provided with a time window (usually 3 hours) for your delivery, this is our best estimate and we cannot take responsibility for delays due to traffic or weather conditions.
- 12.4 The Customer is responsible for providing the necessary labour to unload and stack the goods from the transportation used for delivery.
- 12.5 Where the Customer has placed an order on a "Supply only" basis and the Company is required to deliver the goods to a designated site or location, the Company's obligation is limited to delivering the goods to a site safe for unloading as near to the designated site as is reasonably practicable.
- 12.6 We will not be held liable for any loss or damage resulting from a delay in the delivery of the Goods in circumstances in which there is no breach of our 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 where the loss or damage results from a breach by you of any term of the Contract with The Company.
- 12.7 It is your responsibility to ensure all materials are on site in good condition and complete prior to commencement of your project. We shall not be liable for any costs due to delays, aborted or additional site labour costs, loss of earnings, or other unforeseeable charges. We therefore advise that you DO NOT organise tradesmen for installation until you are satisfied that all items are on site and in good condition.
- 12.8 We will not be liable for any defects due to inappropriate storage, neglect or damage caused by a third party or installation other than that which is recommended in our Delivery, Storage and Handling, Fitting, Operations & Maintenance Manual on the website.

13 Risk and Ownership

- 13.1 It is the Customers' responsibility to insure the Goods from the time they are delivered to their property. Risk of damage to or loss of the Goods shall pass to the Customer immediately upon delivery of the Goods to their property.
- 13.2 Once we have received payment in full of the Price from you, ownership of the Products will pass to you. Until this point all the Products remain our property, however this will not prevent us from recovering payment from you of any amounts due under the Contract.



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14 Cancellation

- 14.1 As the product supplied by Sash Window Shop are bespoke and made to measure to your specific requirements, no cancellations are permitted. Once your order is confirmed, Sash Window Shop Ltd immediately procures material and parts for your products and proceeds to manufacture.

15 Damaged Goods

- 15.1 We request that you inspect items for damage or missing parts before signing for them. If there is any damage present, we recommend that you refuse delivery. If your item does arrive damaged, please let us know by emailing hello@sashwindowshop.com or contacting your Client Coordinator, so that we can liaise with the production team.

16 Specifications and Quality of Products

- 16.1 All products offered for sale by the Company shall be manufactured as detailed in the relevant product specification document unless otherwise confirmed in writing by the Company. 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.
- 16.2 The Company may alter Product specifications without notice as follows:
- 16.2.1 As a result of improvements to Product design, performance, or construction.
- 16.2.2 As required to do so by changes to relevant legislation.
- 16.3 The bespoke nature of the Company's Products means that minor details may vary however every effort is always made to ensure that the appearance of our Products meets our Customer expectation.
- 16.4 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.



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17 Quality

- 17.1 The quality of finish will be consistent with industry recognised standards in the trade.
- 17.2 We use engineered timber to improve the product, which is made up of smaller sections and lengths laminated together. Not only does this provide a more stable product which is far less likely to twist, split or warp, it is also more environmentally sustainable.
- 17.3 The finished goods may vary in shade and grain as timber is a natural material. Naturally occurring features from the tree's growing process may also be present, such as knots and Medullary Rays, which add to the timber's beauty.
- 17.4 Medullary Rays run perpendicular to the annual growth rings and carry sap towards the pith (centre) of the tree. Far from being defects, these "Tiger Stripes", as they are sometimes known, are a sought-after characteristic when selecting stock for furniture making and show that the timber has been taken from the most expensive "Quarter Sawn" cut, which is far greater in strength and is of the highest quality.
- 17.5 While we do our best to ensure that the product is as consistent as possible, we cannot offer any guarantee on colour match. Images on our website, brochure and other promotional material are for illustrative purposes only.

18 Warranty

- 18.1 The Company warrants that the goods will correspond with the agreed specification at the time of delivery and will be free from defects in material and workmanship. The Warranty is applicable from the date goods are ready for delivery and is subject to the Company's Conditions of Sale. 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.
- 18.2 All our timber windows are guaranteed for 5 years.
- 18.3 Please see our separate Warranty Document for details on the Warranties.

19 Limitation of Liability

- 19.1 The following provisions set out the limits on our liability (including any liability for the acts or omissions of our employees, agents, and sub-contractors) to you in respect of any breach of the Contract or these Conditions, any use made by you of any of the Goods, or of any product



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incorporating any of the Goods; any representation, statement or act or omission of the Company including negligence arising under or in connection with the Contract.

- 19.2 The guarantees set out in the Guarantee document attached to the quotation are the only warranties given to you by us in relation to the Goods and Services. All other representations, guarantee, conditions, and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded from the Contract.
- 19.3 Nothing in these Conditions excludes or limits our liability for death or personal injury caused by our negligence; or under Part 1 of the Consumer Protection Act 1987; or for any matter which it would be illegal for us to exclude or attempt to exclude its liability; or for fraud or fraudulent misrepresentation; or for any liability incurred by you as a result of any breach by us of the condition as to title or the warranty as to quiet possession implied by either section 12 of the Sale of Goods Act 1979 or by section 2 of the Supply of Goods and Services Act 1982. Subject to clauses 12.2 and 12.3:
- 19.4 Our liability for any breach of the Contract or negligent act or omission or any other claim you may have against us relating to the Contract shall be limited to reimbursing the Price (or that part of the Price that has been received by us) together with any reasonable losses, costs and expenses incurred by you as a direct result of our breach of the Contract or negligence or other act or omission.
- 19.5 We will not be liable to you for any pure economic loss, loss of profit, loss of business or depletion of goodwill whether direct or indirect, or for any loss or damage which was not reasonably foreseeable or contemplated by us at the date of the Contract.
- 19.6 If the performance of our obligations under the Contract is prevented or delayed by any act or omission of yours or your agents, subcontractors, consultants or employees, we shall not be liable for any costs, charges or losses sustained or incurred by you arising directly or indirectly from such prevention or delay.

20 Force Majeure

- 20.1 Neither party shall be liable for any failure or delay in performing its obligations under the Contract to the extent that such failure or delay is caused by a Force Majeure Event. A Force Majeure Event means any event beyond a party's reasonable control, which by its nature could not have been foreseen, or, if it could have been foreseen, was unavoidable, including strikes, lockouts or other industrial disputes (whether involving its own workforce or a third party's), failure of energy sources or transport network,



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- 20.2 acts of God, war, terrorism, riot, civil commotion, interference by civil or military authorities, national or international calamity, armed conflict, malicious damage, breakdown of plant or machinery, nuclear, chemical, or biological contamination, sonic boom, explosions, collapse of building structures, fires, floods, storms, earthquakes, loss at sea, epidemics or similar events, natural disasters or extreme adverse weather conditions, or default of suppliers or subcontractors.

21 Communications

- 21.1 This Clause 20 shall only apply if you are purchasing Products as a business. If you are purchasing Products as a Consumer, please refer to Clause 2 for how to contact us.
- 21.2 All communications between the parties about the Contract shall be in writing and delivered by hand, email or sent by pre-paid first class post:
- 21.3 (in case of communications to us) for the attention of our Legal Section, to our registered office at Unit 71 Greenway Business Centre, Harlow Business Park, Greenway, Harlow CM19 5QE or such changed address as we shall notify to you; or
- 21.4 in the case of the communications to you) to your address as set out on the Customer Purchase Order or such other address as you shall notify to us in writing.
- 21.5 Communications shall be deemed to have been received:
- 21.5.1 if sent by pre-paid first class post, two days (excluding Saturdays, Sundays and bank and public holidays) after posting (exclusive of the day of posting); or
- 21.5.2 if delivered by hand, on the day of delivery; or
- 21.5.3 if sent by email on a working day prior to 4.00 pm, at the time of transmission and otherwise on the next working day. Not be divulged to anyone without your prior consent.

22 Publicity and Marketing

- 22.1 Unless you specifically request us not to, we may use photographs of your property windows/doors in advertising literature including brochures, our website and social media.



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23 Data Protection

- 23.1 Your name and/or your address will not be divulged to anyone without your prior consent unless the law either requires or allowed it to do so.

24 Our site changes regularly

- 24.1 We aim to update our site regularly and may change content at any time. If the need arises, we may suspend access to our site, or close it indefinitely. Any of the material on our site may be out of date at any given time, and we are under no obligation to update such materials.
- 24.2 Need help? If things aren't quite fitting together as you would expect, just pick up the phone and speak to our team of experts who will be pleased to help you out. Please do not cut or modify any components, as your windows are CAD designed and manufactured using the latest CNC technology, so it is likely to be an issue that we can resolve over the phone.
- 24.3 Complaints Procedure
- 24.4 If anything is wrong with your order which is our fault, we will do everything in our power to put it right.
- 24.5 Should you wish to raise a complaint, you should in the first instance make contact with the Client Coordinator who has looked after your order. If you placed your order online, you can speak to any of our team over the phone, or you can email hello@sashwindowshop.com.

25 Severability

- 25.1 If any of these terms and conditions or any provisions of a Contract are determined by any competent authority to be invalid, unlawful or unenforceable to any extent, such term, condition or provision will be deemed to be amended to be valid and enforceable to the extent permitted by law. If it cannot be so amended it will be deleted but the validity and enforceability of the remaining terms and conditions shall not be impaired or effected in any way.

26 Our right to vary these terms and conditions

- 26.1 We have the right to revise and amend these terms and conditions occasionally. You will be subjected to the policies and terms and conditions in force at the time that you order products from us, unless any change to those policies or these terms and conditions is required to be made by law



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or governmental authority (in which case it will apply to orders previously placed by you), or we notify you of the change to those policies or these terms and conditions before we send you the Production Confirmation in which case we have the right to assume that you have accepted the changes to the terms and conditions unless you notify us to the contrary within seven working days of receipt by you of the products).

27 Law and jurisdiction

- 27.1 Contracts for the purchase of Product through our website and any dispute or claim arising out of our origin connections with them or their subject matter of formation (including non-contractual disputes or claims) will be governed by UK law. Any dispute or claim arising out of or in connection with such Contracts or their formation (including non-contractual disputes or claims) shall be subject to the exclusive jurisdiction of the courts of UK.