

Terms & Conditions

These terms and conditions must be signed and agreed by all Purchasers before any orders are placed to ensure mutual understanding of both the product and expectations of the Company and its service to you, the Purchaser.

This document is intended to contain all the terms upon which the Purchaser agrees to purchase the products described from the Company. Any additional term, condition or verbal agreement should be written down for the purpose of clarity and signed by the Purchaser and the Company's Representative. The variation should be noted on a specific order.

1. **General**
2. A "confirmed order" is considered to be an order of which the specification and price has been agreed and signed for by the Purchaser (or confirmed by email) and this order has been secured with a 25% deposit. Advised delivery schedules can only commence once all these requirements have been completed.
3. The Purchaser should hold (and NOT submit) an order until he/she is sure all details are correct, finalised and confirmed.
4. **Cancellation**
5. The Purchaser has the right to cancel this Agreement within 7 days of a confirmed order. Cancellation must be effected and confirmed by email only to se@atwindows.com.
6. If the Purchaser cancels an order during the manufacture process, which usually starts upon a confirmed order, the Company Reserves the right to charge 80% of the total Agreement price, which represents the expenses incurred by the Company prior to cancellation.
7. The Company at its discretion may in appropriate cases agree to late cancellation of an order by a Purchaser subject to the Purchaser paying the expenses incurred by the Company prior to cancellation.
8. **Supply of Products**
9. The Company agrees to supply the products at the price specified upon a confirmed order once all details of the order have been confirmed by the Purchaser.
10. **Remakes**
11. Remakes are considered and will be treated as "priority" so the Purchaser can complete jobs ASAP.
12. If a remake is the Purchasers fault then the remake item will be charged at the normal rate and delivered ASAP.
13. If a remake is the Companies fault, the faulty item should NOT be fitted and the fault, with photographs and a report, must be reported to the Company within 14 days of delivery to comply with clause 35-36.
14. "Company fault" remakes can only be swapped for the faulty product, the Company does not deliver a remake without picking up the faulty product.
15. **Changes to orders**
16. No changes to an order can be made after 24 hours of a "confirmed order".
17. In the event of any modification to an order, after it has been confirmed (the deposit has been paid and manufacturing has commenced), these changes will incur a significant surcharge of up to 100% of the items sale price (and not less than £50) to the Purchaser depending on the stage at which the change is confirmed.
18. **Return of Deposit**
19. As all products made by the Company are customised to the Purchasers specification, no deposits can be refunded unless the Company can not fulfil an order due to a fault of its own.
20. **Listed Buildings/Conservation Areas**
21. It is the Purchaser's responsibility to include all details in an order to comply and fulfil all requirements for Listed Buildings and/or Conservation Areas. The Company accepts no responsibility in this regard.
22. **FENSA & Building regulations**
23. The company accepts responsibility for supplying the correct Glass to meet Fensa and Building regulations but only if it has been clearly specified on an order to say a certain technical specification needs to be fulfilled for that order.
24. **Showroom Supplies, samples & Pictures**
25. Representatives', showroom samples, website content and photographs are used to demonstrate a typical product and its composition. No guarantee is given that the products supplied will conform precisely with the samples. The Company reserves the right to make minor non-aesthetic alterations to the specification of the products ordered.
26. **Glass Breakage**
27. All glass used is the best available but the Company accepts no liability in respect of glass breakages that are due to the fault or neglect of the Purchaser or a third party.
28. Glass manufacturers will not guarantee minor imperfection or shade variations and consequently the Company will not be liable for any such imperfections or variations.
29. **Product Maintenance**
30. When wooden frames are used and the Company is employed to fully finish the product in regard to painting, the Purchaser must follow our maintenance instructions on our website to maintain the quality finish that was first provided by the Company. If maintenance and cleaning is not done then no guarantees apply. Maintenance instructions must be passed on to the Purchaser by the Purchaser. Also the Purchaser must touch up any and all cracks in the coating after installation to ensure no water can access any raw wood.
31. All moving parts (e.g. Locks, handles etc) should be oiled and treated twice per year to maintain best possible operation.
32. **Guarantee**
33. Any replacement products supplied within the 10 year Guarantee period under the terms of the Company's Guarantee will also be covered by the Guarantee but only for the remainder of the Guarantee period.
34. The Company accepts no liability in respect of the following:
 - 34.1.1. the failure of the Purchaser to inspect deliveries properly by a qualified person upon delivery
 - 34.1.2. the failure of the product/installation to reduce or eliminate condensation or noise;
 - 34.1.3. damage to products resulting from subsidence due to soil shrinkage, underground or mine workings;
 - 34.1.4. minor defects to plaster work and brick work due to settlement;
 - 34.1.5. parts included on doors and/or windows (handles, locks, thresholds & any metal parts) are made by a third party and are not guaranteed unless stated/agreed otherwise
 - 34.1.6. damage to the product attributable to the failure of foundations or structure
 - 34.1.7. damage or deterioration to the product arising out of normal wear and tear
 - 34.1.8. damage due to accident, storm, flood, neglect, misuse, faults or premature deterioration which results from the Purchaser's failure to comply with the Company's maintenance instructions as clause 29-31.
 - 34.1.9. acceptable tolerances as far as the Company is concerned with wood is up to 5mm as wood is expected to and will expand and contract with heat/cold, any adjustments required within this tolerance must be made by the Purchaser
35. The fully agreed price shall be paid by the Purchaser to the Company in the event that the Purchaser fails to draw to the Company's attention any defective products within 14 days from the date of delivery.
36. The full purchase price shall be paid by the Purchaser to the Company in the event that the Purchaser fails to allow the Company access to pick up products for return to the Company within 14 days commencing from the date of notification of the defective product.
37. **Payment**
38. All payments must be paid to "Affordable Timber Windows Ltd", NatWest BSB: 557030 Account: 79055184
39. Payment shall be by direct transfer or cash only.
40. All orders must be secured with a 25% deposit.
41. The company will only supply products to a Purchaser once the Purchasers credit history has been checked, approved and a specific amount agreed by the Companies Credit Advisors/Insurers.
42. If credit is not approved by the Companies advisor the only option to this is Cash on Delivery or cleared funds upon delivery. NO EXCEPTIONS ARE MADE. IF FUNDS ARE NOT CLEARED NO DELIVERY IS MADE.
43. If credit is approved, all orders must be paid in full within 30 days of delivery. Interest and all collection charges on any overdue payment shall accrue from the 1st day after 30 days of delivery and from day to day thereafter until the date of payment at a rate of 1% per day plus collection charges and shall accrue at such a rate after as well as before any judgment.
44. Solicitors and/or Debt Collectors will be engaged to collect any unpaid monies and additional charges charged by any other parties will be added to any unpaid amounts.
45. If credit is NOT approved all orders must be paid in full upon or before delivery, these funds must be cleared by the time we arrive with your order. Cheques are not acceptable upon delivery as they can be cancelled.
46. No deductions, claims or faults, for any reason, can be made or accepted after 14 days of delivery.
47. **Price**
48. The price shall be the price set upon each order. The price is exclusive of VAT. VAT shall be due at the rate ruling on the date of the Company's invoice. Any variation in the application rate of VAT will be passed on to the Purchaser.
49. The price may be varied in accordance with the terms of this Agreement.
50. **Product**
51. Variations in colour regarding shades of paint, wood, glass, any metal and any other parts included can not be guaranteed and can vary slightly upon each batch manufactured and/or each item available at the time.
52. Timber is a natural product and does expand and shrink regardless of the quality of paints and primers, therefore acceptable tolerances, sizes and dimensions can vary at different points in time and must be adjusted by the Purchaser as this is considered normal and is not guaranteed by the Company.
53. The company reserves the right to reduce overall height and/or width dimensions by up to 10mm to ease production calculations
54. Each and every piece of timber is unique; therefore we can not guarantee styles or shades of natural grain
55. Because our timber suppliers can not always supply the best sizes to us, we reserve the right to join and glue various parts together to make up the dimensions required, this also helps to preserve our natural resources as best as possible
56. **Delivery**
57. The Purchaser agrees to thoroughly check all windows upon delivery to avoid any disputes after delivery is made and sign a delivery note to confirm that all windows are made to their satisfaction and are exactly as they ordered.
58. The Purchaser agrees not to sign any delivery as "unchecked" as this contradicts the previous clause.

- 59. If the Purchaser does sign the delivery note as "unchecked" the windows can not be delivered.
- 60. The Purchaser will check all details and all aspects of the goods before accepting and signing each delivery to ensure they are correct and manufactured to the exact specifications ordered, condition and standards expected.
- 61. The Purchaser accepts all responsibility for the goods and condition of the goods after delivery has been accepted.
- 62. Title, property and risk in the goods shall pass to the Purchaser once delivery of the goods has been accepted.
- 63. If for some unforeseeable reason our windows are more than 14 days late arriving to you, we will deduct 1% from the total net value, if they are more than 21 days late we will deduct 3% from the net value.
- 64. No other contra charges or deductions can be accepted for any reason.
- 65. **After installation**
- 66. Once I, the Purchaser, have installed products purchased from Affordable Timber Windows Ltd, I will send the Company a copy of any photographs taken to assist the Company with marketing.
- 67. After installation and settlement, timber windows, especially where Oak is used, can sometimes crack a little bit and is considered normal that an Purchaser or Purchaser fills, repairs and paints any cracks for their Purchaser. This criteria does not permit any remakes free of charge nor compensation as it is natural material.
- 68. If the Purchaser makes an order but does not accept delivery of the order around the agreed time scale of 4 to 10 weeks from order then the balance of the order must be paid in full and the Company reserves the right to charge an extra £200+VAT per month for storage charges.

This Agreement is governed by the law of England and Wales
Nothing in this Agreement shall affect the Purchaser's Statutory Rights.

I, (print full name) _____ and sign here _____ as (position in company) _____ on behalf of
 (full company name) _____ on (date) _____ agree to all terms and conditions as stated above. I confirm that only I am
 authorised, and the people listed below, to submit any orders to Affordable Timber Windows Ltd, I also confirm that if there are any changes to authorised personnel who are
 authorised to order your products I will notify you as soon as the change occurs by email at se@atwindows.com

Other Authorised persons:

Full Name: _____ **Position in Company:** _____

Full Name: _____ **Position in Company:** _____

Full Name: _____ **Position in Company:** _____

Full Name: _____ **Position in Company:** _____

Full Name: _____ **Position in Company:** _____