

# TERMS AND CONDITIONS

## Please read all these terms and conditions.

As we can accept your order and make a legally enforceable agreement without further reference to you, you must read these terms and conditions to make sure that they contain all that you want and nothing that you are not happy with. If you are not sure about anything, just phone us on 020 3417 7980 or contact us by email on [info@bwltd.co.uk](mailto:info@bwltd.co.uk).

### Application

1. These Terms and Conditions will apply to the purchase of the services and goods by you (the **Customer** or **you**).
2. We are Bespoke Windows London a company registered in England and Wales under number 08090163 whose registered office is at 62 Lower Richmond Road, Putney, London, SW15 1JT with email address [info@bwltd.co.uk](mailto:info@bwltd.co.uk); telephone number (020 3417 7980); (the **Supplier** or **us** or **we**).
3. These are the terms on which we sell all Goods and Services to you. By ordering any of the Goods and/or Services, you agree to be bound by these Terms and Conditions.

### Interpretation

4. **Consumer** means an individual acting for purposes which are wholly or mainly outside his or her trade, business, craft or profession;
5. **Contract** means the legally binding agreement between you and us for the supply of the Services;
6. **Delivery Location** means the Supplier's premises or other location where the Services are to be supplied, as set out in the Order;
7. **Goods** means any goods that we supply to you with the Services, of the number and description as set out in the Order;
8. **Order** means the Customer's order for the Services from the Supplier as set out in the Customer's order or in the Customer's written acceptance of the Supplier's quotation;
9. **Services** means the services, including any Goods, of the number and description set out in the Order.
10. **Business Day** means any day other than a Saturday, Sunday or bank holiday in England and Wales.
11. The headings in these Terms and Conditions are for convenience only and will not affect their interpretation.
12. Words imparting the singular number include the plural and vice-versa.

## **Goods and Services**

13. The description of the Services and any Goods set out in our website, catalogues, brochures or other form of advertisement is for illustrative purposes only and there may be small discrepancies in size or colour of any Goods supplied.
14. The description of the Goods is set out in our sales documentation, unless expressly changed in our quotation. In accepting the quotation, you acknowledge that you have not relied upon any statement, promise or other representations about the Goods by us. Descriptions of the Goods set out in our sales documentation are intended as a guide only.
15. In the case of Services and any Goods made to your special requirements, it is your responsibility to ensure that any information or specification you provide is accurate.
16. All Services are subject to availability.
17. We can make changes to the Goods and/or Services which are necessary to comply with any applicable law or safety requirement. We will notify you of these changes.

## **Customer responsibilities**

18. You must co-operate with us in all matters relating to the Services, provide us and our authorised employees and representatives with access to any premises under your control as required, provide us with all information required to perform the Services and obtain any necessary licenses and consents (unless otherwise agreed).
19. Failure to comply with the above is a Customer default which entitles us to suspend performance of the Services until you remedy it or if you fail to remedy it following our request, we can terminate the Contract with immediate effect on written notice to you.

## **Basis of Sale**

20. The description of the Services and any Goods in our website, catalogues, brochures or other form of advertisement does not constitute a contractual offer to sell the Services or Goods.
21. When an Order has been made, we can reject it for any reason, although we will try to tell you the reason without delay.
22. A Contract will be formed for the Goods and/or Services ordered, only upon the Supplier sending an email to the Customer saying that the Order has been accepted or, if earlier, the Supplier's delivery of the Services to the Customer.
23. Any quotation or estimate of Fees (as defined below) is valid for a maximum period of 30 days from its date, unless we expressly withdraw it at an earlier time.
24. No variation of the Contract, whether about description of the Goods and/or Services, Price, Fees or otherwise, can be made after it has been entered into unless the variation is agreed by the Customer and the Supplier in writing.
25. We intend that these Terms and Conditions apply only to a Contract entered into by you as a Consumer where we, the Supplier and you the Customer, enter the Contract at any of the Supplier's business premises, and where the Contract is not a contract (i) for which an offer was made by the Customer in the Supplier's and the Customer's simultaneous physical presence away from those premises, or (ii) made immediately after the Customer was personally and individually addressed in the Supplier's and the Customer's simultaneous physical presence away from those premises. If this is not the case, you must tell us, so that we can provide you with a different contract with terms which are more appropriate to you and which might, in some way, be better for you, e.g. by giving cancellation rights

pursuant to consumer protection law. Business premises means immovable retail premises where we carry on business on a permanent basis or, in the case of movable retail premises, on a usual basis.

## **Fees and Payment**

26. The price (Price) of the Goods and any additional delivery or other charges for the Goods, and the total price of them and the charges, is that set out in our price list current at the date we accepted the Order or such other price as we may agree in writing.
27. The fees (Fees) for the Services and any additional delivery or other charges is that set out in our price list current at the date of the Order or such other price as we may agree in writing. Prices for Services may be calculated on a fixed fee or on a standard rate basis.
28. If the cost of the Goods to us increases due to any factor beyond our control including, but not limited to, material costs, labour costs, alteration of exchange rates or duties, or changes to delivery rates, we can increase the Price prior to delivery.
29. Any increase in the Price under the clause above will only take place after we have told you about it.
30. You may be entitled to discounts. Any and all discounts will be at our discretion.
31. The Price is inclusive of fees for packaging and transportation / delivery.
32. The Price is inclusive of any applicable VAT and other taxes or levies which are imposed or charged by any competent authority.
33. Payment for Goods and/or Services must be made 50% on the day of order confirmation, 40% on Delivery and 10% after completion. You must pay in cash or by submitting your credit or debit card details with your Order and we can take payment immediately or otherwise before delivery of the Services.
34. If you do not pay within the period set out above, we will suspend any further deliveries to you and without limiting any of our other rights or remedies for statutory interest, charge you interest at the rate of 4% per annum above the base rate of the Bank of England from time to time on the amount outstanding until you pay in full.
35. Time for payment will be of the essence of the Contract between us and you.
36. All payments must be made in British Pounds unless otherwise agreed in writing between us.
37. Both Parties must pay all amounts due under these Terms and Conditions in full without any deduction or withholding except as required by law and neither party is entitled to assert any credit, set-off or counterclaim against the other in order to justify withholding payment of any such amount in whole or in part.

## **Cancellation and Alteration**

38. Details of the Goods as described in the clause above (Goods) and set out in our sales documentation are subject to alteration without notice and are not a contractual offer to sell the Goods which is capable of acceptance.
39. The quotation (including any non-standard price negotiated in accordance with the clause on Price (above)) is valid for a period of 30 days only from the date shown in it unless expressly withdrawn by us at an earlier time.

40. Either of us can cancel the order for any reason prior to your acceptance (or rejection) of the quotation.

### **Delivery**

41. We will arrange for the delivery of the Goods to the address specified in the quotation, or your order or to another location we agree in writing.
42. If you do not specify a delivery address or if we both agree, you must collect the Goods from our premises.
43. Subject to the specific terms of any special delivery service, delivery can take place at any time of the day and must be accepted at any time between 8 am to 8 pm.
44. If you do not take delivery of the Goods we may, at our discretion and without prejudice to any other rights:
- a. Store or arrange for the storage of the Goods and will charge you for all associated costs and expenses including, but not limited to, transportation, storage and insurance; and / or
  - b. Make arrangements for the redelivery of the Goods and will charge you for the costs of such redelivery; and/or
  - c. after 28 business days, resell or otherwise dispose of part or all of the Goods and charge you for any shortfall below the price of the Goods.
45. If redelivery is not possible as set out above, you must collect the Goods from our premises and will be notified of this. We can charge you for all associated costs including, but not limited to, storage and insurance.
46. Any dates quoted for delivery are approximate only (usually within 60 calendar days from deposit payment), and the time of delivery is not of the essence. We will not be liable for any delay in delivery of the Goods that is caused by a circumstance beyond our control or your failure to provide us with adequate delivery instructions or any other instructions that are relevant to the supply of the Goods.
47. We can deliver the Goods by installments, which will be invoiced and paid for separately. Each installment is a separate contract. Any delay in delivery or defect in an installment will not entitle you to cancel any other installment.
48. If any Goods form a commercial unit (a unit is a commercial unit if division of the unit would materially impair the value of the goods or the character of the unit) you cannot cancel or reject the Order for some of those Goods without also cancelling or rejecting the Order for the rest of them.
49. We do not generally deliver to addresses outside England and Wales, Scotland, Northern Ireland, the Isle of Man and Channels Islands. If, however, we accept an Order for delivery outside that area, you may need to pay import duties or other taxes, as we will not pay them.
50. You agree we may deliver the Goods in instalments if we suffer a shortage of stock or other genuine and fair reason, subject to the above provisions and provided you are not liable for extra charges.
51. The Goods will become your responsibility from the completion of delivery or Customer collection.

### **Inspection and acceptance of Goods**

52. You must inspect the Goods on delivery or collection.

53. If you identify any damages or shortages, you must inform us in writing within 5 days of delivery, providing details.
54. Other than by agreement, we will only accept returned Goods if we are satisfied that those Goods are defective and if required, have carried out an inspection.
55. Subject to your compliance with this clause and/or our agreement, you may return the Goods and we will, as appropriate, repair, or replace, or refund the Goods or part of them.
56. We will be under no liability or further obligation in relation to the Goods if:
  - a. If you fail to provide notice as set above; and/or
  - b. You make any further use of such Goods after giving notice under the clause above relating to damages and shortages; and/or
  - c. The defect arises because you did not follow our oral or written instructions about the storage, commissioning, installation, use and maintenance of the Goods; and/or
  - d. The defect arises from normal wear and tear of the Goods; and/or
  - e. The defect arises from misuse or alteration of the Goods, negligence, willful damage or any other act by you, your employees or agents or any third parties.
57. You bear the risk and cost of returning the Goods.
58. Acceptance of the Goods will be deemed to be upon inspection of them by you and in any event within 5 days after delivery.

### **Risk and Title**

59. The risk in the Goods will pass to you on completion of delivery.
60. Title to the Goods will not pass to you until we have received payment in full (in cash or cleared funds) for: (a) the Goods and/or (b) any other goods or services that we have supplied to you in respect of which payment has become due.
61. Until title to the Goods has passed to you, you must (a) hold the Goods on a fiduciary basis as our bailee; and/or (b) store the goods separately and not remove, deface or obscure any identifying mark or packaging on or relating to the Goods; and/or (c) keep the Goods in satisfactory condition and keep them insured against all risks for their full price from the date of delivery.
62. As long as the Goods have not been resold, or irreversibly incorporated into another product, and without limiting any other right or remedy we may have, we can at any time ask you to deliver up the Goods and, if you fail to do so promptly, enter any of your premises or of any third party where the Goods are stored in order to recover them.

### **Withdrawal and cancellation**

63. You can withdraw the Order by telling us before the Contract is made, if you simply wish to change your mind and without giving us a reason, and without incurring any liability.
64. You can cancel the Contract except for any Goods which are made to your special requirements by telling us no later than 7 calendar days from the day the Contract was entered into. If you simply wish to change your mind and without giving us a reason, and without liability, except in that case, you must

return to any of our business premises the Goods in undamaged condition at your own expense. Then we must without delay refund to you the price for those Goods and Services which have been paid for in advance, but we can retain any separate delivery charge. This does not affect your rights when the reason for the cancellation is any defective Goods or Services.

## **Conformity and Guarantee**

65. We have a legal duty to supply the Goods in conformity with the Contract and will not have conformed if it does not meet the following obligation.
66. Upon delivery, the Goods will:
  - a. be of satisfactory quality;
  - b. be reasonably fit for any particular purpose for which you buy the Goods which, before the Contract is made, you made known to us (unless you do not actually rely, or it is unreasonable for you to rely, on our skill and judgment) and be fit for any purpose held out by us or set out in the Contract; and
  - c. conform to their description.
67. It is not a failure to conform if the failure has its origin in your materials.
68. We will supply the Services with reasonable skill and care.
69. We will immediately, or within a reasonable time, give you the benefit of the free guarantee given by the manufacturer of the Goods. Details of the guarantee, including the name and address of the manufacturer, the duration and territorial scope of the guarantee, are set out in the manufacturer's guarantee provided with the Goods. This guarantee will take effect at the time the Goods are delivered and will not reduce your legal rights.
70. In relation to the Services, anything we say or write to you, or anything someone else says or writes to you on our behalf, about us or about the Services, is a term of the Contract (which we must comply with) if you take it into account when deciding to enter this Contract, or when making any decision about the Services after entering into this Contract. Anything you take into account is subject to anything that qualified it and was said or written to you by us or on behalf of us on the same occasion, and any change to it that has been expressly agreed between us (before entering this Contract or later).

## **Warranty**

71. General
  - a. Warranty period is calculated from the moment the Customer receives the purchased goods. Rights resulting from the Warranty Card are effective the moment all accounts with the Bespoke Windows London LTD are settled.
  - b. Goods unpaid for are not included in the Warranty.
  - c. Warranty card is referred to as the certificate received by customer after all the works are complete and payed for.
  - d. Warranty is issued once the details of the invoice are submitted to Bespoke Windows London within 14 days of the date a flaw was detected. All claims must be submitted in writing.
  - e. Bespoke Windows London LTD is obliged to answer to the claim within 28 working days.
  - f. Bespoke Windows London LTD reserves the right to evaluate and qualify the damage.
  - g. Purchasing the product means accepting the warranty conditions.

- h. The Customers' rights expire when window and door repairs/alterations were performed in the warranty period by an unauthorized person.
- i. In case of unjustified notifications, all service costs will be covered by the Ordering Party.
- j. Warranty is effective in all states within the European Union.
- k. In cases not covered by the foregoing warranty, regulation of Act dated 27 July 2012 regarding particular terms and conditions of consumer sale are effective (Journal of Acts No 141 item 1176).
- l. Nothing in these conditions will reduce your statutory rights relating to faulty or miss-described goods and services. For further information about your statutory rights contact your Local Authority Trading Standards Department or Citizens Advise Bureau.

72. Timber windows & doors

- a. 10 years for Pine and Maranti windows and doors.
- b. 25 years for Oak windows and doors.
- c. 5 years for the tightness of glazed glass.
- d. 5 years for ironmongery.
- e. 5 years for the coating.
- f. 5 years for locks and mechanisms

73. Aluminium windows & doors

- a. 10 years for Aluminium windows and doors.
- b. 5 years for the tightness of glazed glass.
- c. 5 years for ironmongery.
- d. 5 years for locks and mechanisms.

74. PVC windows & doors

- a. 10 years for PVC windows and doors.
- b. 5 years for the tightness of glazed glass.
- c. 5 years for ironmongery.
- d. 5 years for locks and mechanisms.

75. Warranty does not cover:

- a. Goods with flaws or defects due to which the price of such goods was lowered.

- b. Goods with flaws, which are invisible after assembly and have no influence on the use value.
- c. Goods with flaws resulting from improper storage, assembly or use.
- d. Accidents beyond the Manufacturer's control and operation conditions (e.g. fire, flood, etc.).
- e. Goods affected by mechanical damages: paint coat, elements of fitting, wooden, aluminium and UPVC constructions, panes – cracks and scratches of glazing suites.
- f. Goods with the effects of usage of the chemicals and tapes of any kind.
- g. The damages caused due to any random events.
- h. The variations in shades of coat paints caused by the natural drawing of grain and the wood coloration, e. the visible structure of wood caused by the natural drawing of grain.
- i. The natural changes of the colour of wood under the stain coat caused by the actions of sunlight.
- j. The natural wear and tear and minor defects which do not affect anyhow the usage of the product.
- k. The defects caused due to improper use of the products including the use under inappropriate conditions inside the rooms – relative humidity under 40% or over 70%.
- l. The defects caused by inappropriate protection of the product during the construction works (the soils of plaster, scratches, spills etc.).
- m. Traits which are the result of using softwood e.g. a leakage of the resin k. the soils of surface caused by the natural usage.

76. Warranty is void when there is occurrence of:

- a. Individual alteration.
- b. Wrong assembly not according to the instruction.
- c. Improper use.

77. Warranty claim visual inspection terms

- a. Aluminium powder coated surfaces
  - i. The powder- painted layer cannot have on its surface any scratches ranging up to the base of metal.
  - ii. The layer must have an even colour and shine with a well cladding without an excessive roughness, furthermore any damp patches, blisters, inserts, craters, matt stains, pores, hollows, scratches cannot be visible. Such criteria must be meet in the following conditions of assessment:
    - 1. the surface observed at the angle of 60 degrees (the angle of incidence) from the outer surface

2. the observation from the distance of 5m for the external components
  3. the observation from the distance of 3m for the internal components If given defects are visible from the abovementioned distances, they should be fixed
- b. Painted wooden surfaces
- i. The layer painted on its surface can vary in shades, which is the result of a natural attributes of wood. It is also the result of an ability to stain of the same kind of wood, which can be considered as an advantage underlining its naturalness.
  - ii. The layer painted on its surface cannot have any scratches ranging up to the base of wood.
  - iii. The layer must characterize with well cover without an excessive roughness, furthermore any damp patches, blisters, inserts, craters, matt stains, pores, hollows, scratches cannot be visible. Such criteria must be meet in the following conditions of assessment:
    1. the surface observed at the angle of 60 degrees (the angle of incidence) from the outer surface
    2. the observation from the distance of 5m for the external components
    3. the observation from the distance of 3m for the internal components If given defects are visible from the above-mentioned distance, they should be fixed

#### 78. Extended warranty inspection

- a. Warranty can be extended after an inspection by Bespoke Windows London LTD.
- b. Warranty can be renewed to 10 years after inspection takes place.
- c. Inspection must take place within two years of fitting of windows but not earlier than 18 months after fitting.
- d. If inspection doesn't take place within the stated period in clause 78.c. warranty cannot be extended.
- e. Any adjustments required to the windows and doors during inspection will be done free of charge, unless they are required due to improper use.
- f. Any repairs required to pass the inspection will be done at an extra cost, unless they are needed because of improper use/accidental damage etc., but the customer will decide if they want to proceed with such repairs. If inspection fails and no repairs commence the warranty will not be renewed.

### **Duration, termination and suspension**

79. The Contract continues as long as it takes us to perform the Services.
80. We can terminate the sale of Goods under the Contract where:

- a. You commit a material breach of your obligations under these Terms and Conditions;
- b. You are or become or, in our reasonable opinion, are about to become the subject of a bankruptcy order or take advantage of any other statutory provision for the relief of insolvent debtors;
- c. You enter into a voluntary arrangement under Part 1 of the Insolvency Act 1986, or any other scheme or arrangement is made with your creditors; or
- d. You convene any meeting of your creditors, enter into voluntary or compulsory liquidation, have a receiver, manager, administrator or administrative receiver appointed in respect of your assets or undertakings or any part thereof, any documents are filed with the court for the appointment of an administrator, notice of intention to appoint an administrator is given by you or any of your directors or by a qualifying floating charge holder (as defined in para. 14 of Schedule B1 of the Insolvency Act 1986), a resolution is passed or petition presented to any court for the winding up of your affairs or for the granting of an administration order, or any proceedings are commenced relating to your insolvency or possible insolvency

### **Limitation of Liability**

81. Our liability under the Contract, and in breach of statutory duty, and in tort, misrepresentation or otherwise will be limited to this section.
82. Subject to the clauses above on **Inspection and Acceptance** and **Risk and Title**, all warranties, conditions or other terms implied by statute or common law (save for those implied by Section 12 of the Sale of Goods Act 1979) are excluded to the fullest extent permitted by law.
83. If we do not deliver the Goods, our liability is limited, subject to the clause below, to the costs and expenses incurred by you in obtaining replacement goods of similar description and quality in the cheapest market available, less the price of the Goods.
84. Our total liability will not, in any circumstances, exceed the total amount of the Price payable by you.
85. We will not be liable (whether caused by our employees, agents or otherwise) in connection with the Goods, for:
  - a. Any indirect, special or consequential loss, damage, costs, or expenses; and/or
  - b. Any loss of profits; loss of anticipated profits; loss of business; loss of data; loss of reputation or goodwill; business interruption; or, other third party claims; and/or
  - c. Any failure to perform any of our obligations if such delay or failure is due to any cause beyond our reasonable control; and/or
  - d. Any losses caused directly or indirectly by any failure or breach by you in relation to your obligations; and/or
  - e. Any loss relating to the choice of the Goods and how they will meet your purpose or the use by you of the Goods supplied.
86. The exclusions of liability contained within this clause will not exclude or limit our liability for death or personal injury caused by our negligence; or for any matter for which it would be illegal for us to exclude or limit our liability; and for fraud or fraudulent misrepresentation.

## **Communications**

87. All notices under these Terms and Conditions must be in writing and signed by, or on behalf of, the party giving notice (or a duly authorised officer of that party).
88. Notices will be deemed to have been duly given:
- a. When delivered, if delivered by courier or other messenger (including registered mail) during the normal business hours of the recipient;
  - b. When sent, if transmitted by fax or email and a successful transmission report or return receipt is generated;
  - c. On the fifth business day following mailing, if mailed by national ordinary mail; or
  - d. On the tenth business day following mailing, if mailed by airmail.
89. All notices under these Terms and Conditions must be addressed to the most recent address, email address or fax number notified to the other party.

## **Privacy**

90. Your privacy is critical to us. We respect your privacy and comply with the General Data Protection Regulation with regard to your personal information.
91. These Terms and Conditions should be read alongside, and are in addition to our policies, including our privacy policy and cookies policy which can be found on our website.
92. For the purposes of these Terms and Conditions:
- a. 'Data Protection Laws' means any applicable law relating to the processing of Personal Data, including, but not limited to the Directive 95/46/EC (Data Protection Directive) or the GDPR.
  - b. 'GDPR' means the General Data Protection Regulation (EU) 2016/679.
  - c. 'Data Controller', 'Personal Data' and 'Processing' shall have the same meaning as in the GDPR.
93. We are a Data Controller of the Personal Data we Process in providing the Goods and Services to you.
94. Where you supply Personal Data to us so we can provide Services and Goods to you, and we Process that Personal Data in the course of providing the Services and Goods to you, we will comply with our obligations imposed by the Data Protection Laws:
- a. before or at the time of collecting Personal Data, we will identify the purposes for which information is being collected;
  - b. we will only Process Personal Data for the purposes identified;
  - c. we will respect your rights in relation to your Personal Data; and
  - d. we will implement technical and organisational measures to ensure your Personal Data is secure.
95. For any enquiries or complaints regarding data privacy, you can e-mail: [office@bwltd.co.uk](mailto:office@bwltd.co.uk).

## **Successors and our sub-contractors**

96. Either party can transfer the benefit of this Contract to someone else and will remain liable to the other for its obligations under the Contract. The Supplier will be liable for the acts of any sub-contractors who it chooses to help perform its duties.

### **Circumstances beyond the control of either party**

97. Neither party shall be liable for any failure or delay in performing their obligations where such failure or delay results from any cause that is beyond the reasonable control of that party. Such causes include, but are not limited to: industrial action, civil unrest, fire, flood, storms, earthquakes, acts of terrorism, acts of war, governmental action or any other event that is beyond the control of the party in question.

### **No Waiver**

98. No waiver by us of any breach of these Terms and Conditions by you shall be considered as a waiver of any subsequent breach of the same or any other provision.

### **Severance**

99. If one or more of these Terms and Conditions is found to be unlawful, invalid or otherwise unenforceable, that / those provisions shall be deemed severed from the remainder of these Terms and Conditions (which will remain valid and enforceable).

### **Excluding liability**

100. We do not exclude liability for: (i) any fraudulent act or omission; or (ii) death or personal injury caused by negligence or breach of the Supplier's other legal obligations. Subject to this, we are not liable for (i) loss which was not reasonably foreseeable to both parties at the time when the Contract was made, or (ii) loss (eg loss of profit) to your business, trade, craft or profession which would not be suffered by a Consumer - because we believe you are not buying the Services and Goods wholly or mainly for your business, trade, craft or profession.

### **Governing law, jurisdiction and complaints**

101. The Contract (including any non-contractual matters) is governed by the law of England and Wales.
102. Disputes can be submitted to the jurisdiction of the courts of England and Wales or, where the Customer lives in Scotland or Northern Ireland, in the courts of Scotland or Northern Ireland respectively.
103. We try to avoid any dispute, so we deal with complaints as follows: If a dispute occurs customers should contact us to find a solution. We will aim to respond with an appropriate solution within 7 days.