



**JJ Harrison
PVC Products Ltd**

JJ HARRISON PVC PRODUCTS LTD

STANDARD TERMS AND CONDITIONS OF SERVICE (APRIL 2025)

DEFINITIONS

- 1) The "Company" shall mean JJ Harrison PVC Products Ltd
- 2) The "Buyer" or "Customer" shall mean the person or organisation that buys or agrees to buy the Goods and/or Services from the Company and the person or Company who requests the Company to contract to perform works
- 3) The "Goods and/or Services" shall mean the articles and/or Services described in the "Contract"
- 4) The "Contract" shall mean the Contract for the sale of the Goods and/or the provision of Services, which includes these Conditions of sale and installation, unless expressly excluded in writing
- 5) The "Company's Premises" shall mean 1 Derby Street, Leigh, Lancashire, WN7 4PF
- 6) The "Company's Materials" shall mean all drawings, plans, sketches, specifications, other documents and materials relating to the Goods produced by or for the Company

1) GENERAL

- a) Any agreement made between the Company and the Buyer is made subject to these conditions, and any instruction by the Buyer to the Company to perform works shall be deemed to bind the Buyer to these conditions. No works shall be performed by the Company, their servants or agents except in accordance herewith. Except as otherwise expressly agreed in writing and signed by a Senior Manager of the Company, no Conditions which are at variance with or in addition to these Conditions shall be construed as having any effect on any agreement to which these Conditions apply, and these Conditions shall exclude the Customer's Conditions whether or not such Conditions are contained in or referred to in any offer, acceptance or counter-offer made by the Customer. In addition, these Conditions shall govern all future agreements made between the Customer and the Company whether expressly referred to or not
- b) No Guarantee, Warranty, Condition or representation on the part of the Company is given or implied, nor is taken to have been given or

implied from anything said or written in any negotiations between the parties or their representatives prior to any final written agreement. Any Guarantees, Warranties, Conditions and descriptions (including any relating to the state, quality, fitness or suitability of any works for any particular purpose or use) under any specific Conditions whether expressly included (notwithstanding that such purpose or Conditions may be known or made known to the Company)

- c) The Company shall not be liable for any failure to perform its obligations under any agreement which may be due to any circumstances whatsoever beyond its control or that of its servants or agents (including, without prejudice to the generality of the foregoing) strikes, lockouts or any other industrial action or a reasonable apprehension thereof, civil disturbances, war, acts of God, fire, explosion, storm, flood, tempest, seizure, arrest or requisition of goods and inability to obtain licenses or consents of any governmental or other authority
- d) Quotations constitute an estimate by the Company and a binding Contract shall be created on receipt of a written order from the Buyer or upon the Customer's acceptance of the quotation. The price set out in the quotation shall then become the "Contract Price" and the works described in the quotation shall be the "Works". Quotations are open for acceptance within 30 days of the date of the quotation, and any quotation is subject to the Company having sufficient labour and materials available, and receiving reasonable notice to commence work within six months after receipt of the Customer's acceptance
- e) The Company will exercise all reasonable care and diligence to ensure the Works are adequately constructed for the purpose as detailed within the quotation, and that when handed over for the Customer's use, the Works will be compliant with all current Statutory Regulations applicable. The Company undertakes to remedy, at their own expense, any defects drawn to their attention in writing which have arisen from faulty execution of the Works by the Company, or use of defective equipment by the Company. Any other defects drawn to the attention of the Company in writing shall be remedied by the Company at the Customer's expense
- f) Any additions, alterations, adaptations or variations required to the Works will be carried out by the Company on receipt of a written instruction from the Customer and at the Customer's expense. Separate quotations will be submitted for all such works and such quotations will be deemed to be accepted by the Customer unless queried in writing within 28 days from the date of the quotation. The Customer undertakes not to carry out or cause or permit to be carried out any alteration, adaptation, variation or addition to the Works or interfere with it in any way except as may be provided for within the quotation

- g) Unless otherwise provided for within this quotation, the Company will indemnify the Customer against all sums for which the Customer shall become liable as and for compensation for bodily injury or death of any person or damage to any property caused by the negligence of the Company in the execution of the Works, or by the use of defective equipment by the Company. Provided that the Company shall conduct in the name of the Customer and control all claims or proceedings relating to such injury, death or damage and the Customer shall notify the Company in writing within seven days of the same happening. The Company has effected and undertaken to keep in force at all material times policies of insurance in respect of their liabilities under this Clause
- h) The Company will not be liable to the Customer for damage to roofs, brickwork or external cladding caused by or arising out of their work and the Customer shall indemnify the Company against all claims, proceedings, costs and expenses in connection therewith in respect of such damage, unless such damage is proven to be due to the negligence of the Company, their servants, subcontractors, employees or agents
- i) Unless stated to the contrary this quotation allows for the work to be executed during the normal working hours of the Company and is based upon current rates of wages and other emoluments and expenses payable by the Company to or in respect of work people engaged upon or in connection with the work, together with the current price of materials and transport charges ruling at the date of the quotation. Increases or decreases in these rates, prices or charges for executing the work which are consequent upon any changes in rates, process or charges or upon any change in or imposition of any new Government taxes, levies or contributions in connection with the work shall be an addition to or deduction from the price quoted
- j) The Customer shall be responsible for obtaining and thereafter during the currency of the work maintaining all consents, licenses or permits required in connection with the works under any Statute, Byelaw or Regulation from time to time in force affecting the execution of the Works, or from any third party, and shall produce to the Company particulars of all such licenses, consents or permits which involve additional expense to the Company
- k) The Customer will provide, without charge to the Company, all facilities required for their own work and the Company's employees under the Construction (Health, Safety and Welfare) Regulations 1996 as amended or any statutory modifications or replacement thereof for the time being in force
- l) Payment of the Contract Price, or a deposit, instalment of the Contract Price or balance of the Contract Price, as appropriate, shall be paid by the Customer to the Company in accordance with subsection 3 ("Terms of Payment"). If payment is not received by the final date for payment, the Company reserves the right to charge interest at full invoice value. Such interest shall be at an annual rate equivalent to 8% over the base rate of the Bank of England and calculated on the number of days any payment remains outstanding
- m) Unless and until full payment with cleared funds of all monies due from the Customer shall have been paid to the Company, property in and title to any goods supplied shall remain with the Company
- n) Any claims by the Customer in respect of any defect in the Works must be submitted to and received by the Company at its registered office in writing within 14 days of the discovery of any such defect. In the event that no such claim has been received by the Company within the 14 day period, the Company does not accept any responsibility whatsoever for the alleged defect and no claim outside the 14 day period will be considered
- o) The obligations of the Company are limited in such that the Company will only be obliged (and shall have no further liability in Contract, negligence or otherwise) at its option to either i) repair, ii) replace or iii) rectify any faulty or defective works which the Company is reasonably satisfied are caused by a breach of the Company's obligations to the Customer or iv) credit the part of the Contract Price attributable to the works giving rise to such defects
- p) The Company's liability to the Customer in respect of the Works shall be limited to the lower of the amount, if any, recoverable from its insurers in respect of any claim made and the Contract Price. The Company's liability in respect of any consequential loss is excluded
- q) The Company's liability in respect of the Works provided pursuant to these conditions shall expire upon completion of the Works
- r) The Customer shall keep the Company fully indemnified against all costs, claims, demands, expenses and liabilities of whatsoever nature made by third parties caused in whole or in part or arising out of any act or omission of the Customer in connection with the Works
- s) The Customer may not assign the benefit of any part of any Contract made with the Company
- t) The Company may, for whatever reason necessary and at its absolute discretion, without prejudice to any of its other rights and remedies, forthwith terminate the Contract by formal notice by registered 1st class post. Upon termination of the Contract, the Customer or Buyer shall not be entitled to compensation therefore, and notwithstanding any other provisions of this Contract, the Customer or Buyer shall not be entitled to any compensation payments
- u) In the event that any part of these Conditions shall be determined to be invalid, unlawful or unenforceable to any extent such clause or

provision shall be severed from the remaining clauses which shall continue to be valid and enforceable to the fullest extent permissible by law

- v) Any notice which shall be given under these Conditions shall be in writing and sent by special or recorded delivery to the registered Company address of the recipient
- w) These Conditions and all agreements to which they apply shall in all respects be subject to and construed in accordance with English Law and shall be subject to the jurisdiction of the English Courts
- x) These Conditions apply to all Contracts for the sale of Goods and the provision of Services to the exclusion of all other Terms and Conditions which the Buyer may purport to apply unless agreed in writing by the Company
- y) Without prejudice to the provisions of the Contract and the generality of the Clause, the Buyer is deemed to have notice of the provisions of the Contract applicable to the Housing Grants Constriction and Regeneration Act 1996 (hereinafter referred to as the "Act")
- z) In particular, the Buyer is deemed to have notice of stage and periodic payments as required under Sections 109 and 110 and adjudication in the settlement of disputes as required under Section 108 of the Act
- aa) Where the Contract is for the sale of Goods only, then for the purposes of Sections 104 and 105 of the Act the Contract is deemed not to be a relevant 'Construction Contract'

2) ESTIMATE / QUOTATION

- a) The priced quotation is subject to the Terms and Conditions as set out in this document and no alternatives, exclusions, additions or qualifications to this document will be binding unless agreed in writing by the Company
- b) These Conditions are incorporated into the Contract and contain the entire obligations between the Company and the Customer. In the case of any inconsistency between any letter, quotation or Contract incorporating or referring to these Conditions and any Contract sent by the Company to the Customer, whatever may be their respective dates, the provisions of these Conditions shall prevail
- c) Notwithstanding that the Company may have given a detailed quotation, no order shall be binding on the Company, unless and until, the Company has accepted it in writing
- d) The prices payable for the Goods and Services shall be the price stated in the Contract exclusive of VAT which shall be paid by the Buyer at the rate prevailing on the date of the Company's invoice
- e) The Buyer agrees to pay for any loss or extra cost incurred by the Company through the Buyer's instructions, or indeed lack of instructions, through failure to or delay in taking delivery of the goods, through failure to allow the installation of the

Goods at the site or property in a cost effective manner, or through any act of default on the part of the Buyer, its servants or agents

- f) The description of the Goods and/or Services shall be set out in the Company's quotation
- g) The estimate can be withdrawn at any time prior to written acknowledgement of the order by the Company
- h) If required, an Estimator from the Company will attend the site or property at a mutually convenient time in order to provide an estimate of the timescale, cost and necessary procedures based on the Customer's requirements
- i) To the extent that the Estimator is able to determine such information, the quantity, quality and description of, and/or any specification for the Goods shall be those set out in the Contract
- j) The measurements taken by the Estimator may not be completely accurate in which case the Contract may not reflect the specification for the Goods that are ultimately required. All measurements taken by the Estimator are subject to the Surveyor's final measurements. If, after the survey, the measurements change, the Company reserves the right to vary the Contract Price as necessary without the Customer's consent
- k) Acceptance of instruction or order from the Company may be subject to credit checks, references, receipt of payment deposits or Guarantees
- l) The quotation excludes for the provision of Performance Bonds
- m) The Company will require a sufficient lead in notification period to ensure that adequate resources are available to carry out the works
- n) Please also be advised that the Company will require a minimum of 2 weeks' notice to commence on site thus enabling us to resource labour accordingly in order to meet with the Customer's programme requirements
- o) Our quotation is nett and is already inclusive of a discount to the Customer
- p) Our quotation is subject to VAT at the prevailing rate
- q) We have been unable to carry out a site visit prior to submitting our quotation, however, we will be pleased to visit the site or property if our quotation is of interest to the Buyer
- r) If you wish to alter any of the details on the Contract, you must give us written notice no later than five working days after receipt of the Contract

3) TERMS OF PAYMENT

- a) All balances are due within 24 hours of completion of the Works and payment can be made either through bank transfer, card payments or cash
- b) For Domestic Contracts, the Company require a deposit payment of 40% of the agreed Contract price for any PVC windows and doors

- c) For Domestic Contracts, the Company require a deposit payment of 50% of the agreed Contract price for any aluminium Goods
- d) For Domestic Contracts, the Company require a full deposit payment of 100% of the agreed Contract price for any glass (including blinds in the glass)
- e) Unless the above deposit payments are received by the Company, the Company shall not be obliged to deliver or install any of the Goods and / or Services
- f) Late payment will incur interest charges at 8% over base lending rate of the Bank of England, accruing daily, until the final payment / balance is received in full
- g) No payments shall be deemed to have been received until the Company has received cleared funds. All payments payable to the Company under the Contract shall become due immediately on termination of this Contract despite any other provision
- h) Unless specifically agreed, the Company's invoices are not subject to discount of any kind
- i) The quoted price is a lump sum price subject to variations for instructed additional works
- j) Title in respect of the materials and/or products provided by the Company does not pass to the Customer until payment is received in full
- k) Issue of any formal O & M manuals / documents will be subject to the receipt of payment in full beforehand
- l) No deductions can be made to the invoiced sum unless advised in writing, prior to the final payment date
- m) The Company does not accept the deduction of any retention monies from any of invoices or payments

4) PROGRAMME & DELIVERY

- a) The estimate is based upon working 9 hours per day, 8am – 5pm, Monday to Friday only. No weekend, Bank holiday working or out of normal working hours has been allowed for. In the event that restrictions are imposed, then this will result in an increase to both our programme time and cost
- b) Any programme period is based upon the Contract works being carried out in an uninterrupted, unobstructed, continuous and logical sequence. Any delay to the programme, caused by any factor beyond the control of the Company will be subject to these Terms and Conditions set out herewith
- c) The period of delivery shall be the period stated in the Contract which shall be calculated from the time of receipt by the Company of the Buyer's signed order acceptance and all necessary information including sizes where applicable and specification details to manufacture or procure manufacture of the goods and the Buyer shall take delivery of the goods within that period
- d) All times or dates for delivery of the Goods are given in good faith but without responsibility or legal obligation on behalf of the Company. Time of delivery shall not be of the essence of the Contract

nor shall the Company be under any liability for delay whether or not beyond the Company's reasonable control unless otherwise expressly agreed by the Company in writing

- e) The Company shall not be liable for non-delivery, loss or damage to the Goods occurring prior to delivery, or for any claim that the Goods are not manufactured in accordance with the Contract unless claims to that effect are notified to the Company in writing within 7 days of delivery, or 10 days of the date of invoice for non-delivery. In the event of such a valid claim, the Company is entitled at its own discretion to either repair or replace the Goods at its own expense and shall not be under any further or other liability to the Customer
- f) If the Buyer shall fail to give notice in accordance with these Conditions then the Goods shall be deemed to accord with the Contract and the Buyer shall be bound to accept and pay for the same
- g) The Goods shall be at the Buyer's risk from the time of delivery
- h) Despite delivery, property in the Goods shall not pass from the Company until the Buyer shall have paid the price specified in the Contract together with VAT in full. Until such time, the Buyer shall hold the Goods on a fiduciary basis as bailee for the Company and shall keep the goods separate and identifiable from all other Goods in its possession
- i) Until such time as property in the Goods passes from the Company, the Buyer shall upon request, deliver up such of the Goods as have not ceased to be in existence or re-sold to the Company and if the Buyer fails to do so the Company may enter upon any premises owned, occupied or controlled by the Buyer where the Goods are situated and re-possess the Goods
- j) Pending payment of the full purchase price of the Goods, the Buyer shall at all times keep the Goods comprehensively insured against loss or damage by accident, fire, theft and other risks usually covered by insurance in the type of business for which the Goods are for the time being used in an amount at least equal to the balance of the price for the same from time to time remaining outstanding. The policy shall bear an endorsement recording the Company's interest
- k) The Company shall be granted to an Extension of Time and issued with a variation should the works be delayed by any factor outside the control of the Company, including but not limited to, the breakdown of any plant, deferment of possession of the site or property, poor ground conditions and adverse weather conditions
- l) Cancellation or deferment of the Contract will incur costs and consequential losses

5) ATTENDANCES AND INSTALLATION

- a) This Condition shall apply if the Contract includes the installation of the Goods (the Services)

- b) The Buyer shall provide and maintain free of charge, and in a manner that does not disrupt or impede the regular progress of the works, the following:
- Satisfactory clear access to and around the site or property stated in the Contract (the site) at all times, including overtime and holidays, if required
 - All mains and other necessary services and welfare services at the site or property
 - Scaffolding and storage
- c) If, as a result of the Buyer's instructions or indeed lack of instructions, the services are interrupted or delayed or if the services are interrupted or delayed for any reason for which the Company is not responsible then the Buyer will bear all additional costs so arising and the Company reserves the right upon seven days written notice to the Buyer to withdraw its employees or agents from the site or property when it will be entitled to charge for all costs up to and including the date of expiration of such notice. If the services are suspended or delayed for a period exceeding one month then any part of the Contract Price relating to the Services which have already been completed and which are stated as becoming due for payment on completion of the Services as a whole will notwithstanding such provision become due and payable at the end of the one month period
- d) Whilst the Company will endeavour to complete the Services by the estimated date given in the Contract, time for completion of the Services will not be the essence of the Contract
- e) The Buyer will indemnify the Company against any damage or injury to any person or property of the Company, its employees, subcontractors, servants or agents caused by the acts or omissions of the Buyer, its servants or other agents employed by the Buyer on the site or at the property
- f) All welfare facilities, adequate lighting (including any task and safety lighting), power, water, site security and road cleaning facilities are to be provided free of charge by the Customer

6) TENDER INCLUSIONS AND QUALIFICATIONS

- a) Please ensure that there is at least 1m clear around the inside of the working area and that any personal items, ornaments, blinds, nets / curtains have been removed beforehand
- b) The Company's installers will require a clear, accessible, safe path through to the working areas of the Customer's property. The outside of the working area needs to be accessible. Any vehicles, plant pots, storage boxes and garden furniture will need to be moved so that our installers have full, safe access to the working areas
- c) Any scaffolding or props should not be positioned to prevent safe access or the installation or operation of windows and doors
- d) All internal areas must be cleared away by the Customer before installation including, but not

limited to, fixtures, fittings, curtains, blinds and alarms. Please be advised that the Company are unable to re-install these items for the Customer following installation of the Goods and/or Services

- e) Any building materials should be adequately moved away. High value unfitted items, such as kitchens, appliances and bathrooms should be adequately pre-protected by the Customer if they are exposed to the working areas
- f) The Company do not cut, move, remove or work around utilities such as mains gas, mains electric, telephone, internet, cable, sky or alarm systems unless by prior arrangement and in writing. The Company will not be held responsible for any damage to the aforementioned items
- g) The Company requests that the Customer advises the installers on arrival if any children or pets are present in the property
- h) Where the Goods which are the subject of the Contract are not manufactured by the Company and are delivered direct to the Company or collected by or on behalf of the Customer from the manufacturer or another third party, the Company shall not be liable for any loss or damage to such Goods whatsoever or whensoever occurring
- i) We have assumed that parking for our installers will be made available free of charge on site or at the property and in designated areas stipulated by the Buyer
- j) Our quotation is strictly based on one complete delivery sent to the property or construction site following written agreement
- k) If there are any restrictions on site or at the property meaning that the delivery address does not permit entrance/access of, or use of a standard delivery vehicle, the Company must be informed no later than 10 working days before the scheduled delivery date
- l) Please be advised that our quotation is based on 'one' single visit to the site / property only with the work being undertaken in one continuous visit. If subsequent visits are required due to no fault of the Company, then these will be subject to additional charge
- m) All other items carried out that are not listed within the quotation will be rated and charged for accordingly. Items not described or priced are not included within the Company's offer
- n) We are unable to provide any form of Parent Company and/or a Performance Bond

7) SERVICES

- a) The Customer shall be fully responsible for locating and removing services from the site and indemnify the Company (and any agents thereof) in respect of any loss or damage to, or diversion or interruption of services, of any kind
- b) Where services cannot be removed, the Customer shall inform the Company (and any agents thereof) of the exact location and nature of any remaining

services and the Customer shall be responsible for taking all necessary steps to adequately protect the services and indemnify the Customer from any loss or damage to, diversion or interruption of services, of any kind arising out of the normal works

8) VARIATIONS

- a) Any change to the scope of the works, as defined within the quotation and Contract, will be not be acted upon unless an official written Instruction of Variation is issued by the Customer
- b) Variations will be valued in accordance with the rates/prices set out in the Quotation and Contract or fair and reasonable rates submitted by the Company
- c) Where the Customer requires Goods and/or Services to be provided in addition to those set out in the Contract but as part of the Contract, the Company shall place an order in writing therefore and upon acceptance in writing by the Customer of such order the provisions of these Conditions shall apply to those additional Goods and/or Services

9) INSURANCES

- a) Details of insurances held by the Company will be forwarded to the Customer prior to commencement of the works – Insurances will be maintained at all times provided that such insurance remains available to the Company at commercially reasonable rates and terms
- b) We will only be prepared to enter into a Contract provided that a satisfactory credit reference can be obtained which is acceptable to our insurers

10) CONDITIONS AND WARRANTIES

- a) Every description or specification of the Goods is given in good faith based on average results of standard tests but any Conditions or Warranties express or implied that the Goods shall correspond with such description or specification are hereby expressly excluded and the use of any such description or specification shall not constitute a sale by description
- b) Any Conditions or Warranties whether expressed or implied by statute, common law, or arise from conduct, or a previous course of dealing, or trade custom, or usage as to quality or fitness of the Goods for any particular purpose even if that purpose is made known expressly or by implication to the Company are hereby expressly excluded
- c) Notwithstanding that a sample of the Goods may have been exhibited to and inspected by the Buyer or information as to tests furnished to the Buyer if its agreed that such were provided solely to enable the Buyer to see for itself the quality of the Goods and not so as to constitute a sale by sample and the Buyer shall take the Goods at its own risk as to their

corresponding with the sample or as to their quality condition or sufficiency for any purpose

- d) All sealed units are manufactured to British Standards BS 5713 and guaranteed for a period of ten years
- e) In the event of any breach or negligence by the Company, the Company shall be liable to the Customer for the reasonable actual cost of repair, renewal or reinstatement of the works only
- f) Liability for defects will not be accepted unless notified immediately upon discovery with adequate opportunity to inspect any purported defects

11) FORCE MAJEURE

- a) The Company shall be entitled to delay, to cancel delivery, or to reduce the amount delivered if it is prevented from, or hindered in, or delayed in manufacturing, obtaining or delivering the Goods by normal routes or means of delivery through any circumstances beyond its control including but not limited to strikes, lockouts, accidents, war, fire, reduction or unavailability of power at manufacturing plants, breakdown of plant or machinery, or the shortage or unavailability of raw materials from the normal source of supply

12) HEALTH AND SAFETY AT WORK (ETC) ACT 1974

- a) The attention of the Customer is drawn to the provisions of section 6 of the Health & Safety At Work (Etc) Act 1974. The Company will make available upon request information on the construction and installation of its products to ensure that, as far as is reasonably practicable, they are safe and without risk to health. It is the responsibility of the Customer to take such steps as are necessary to ensure that such information relevant to the Goods and/or Services which is appropriate is made available to its servants, agents or any other person to whom the Customer reasonably considers any such information should be given

13) THE BUYER'S DRAWINGS

- a) The Company shall not be liable for imperfect work caused by any inaccuracies in any drawing or specification supplied by the Buyer or Customer

14) CONSEQUENTIAL LOSS

- a) The Company shall not be liable for any costs, claims, damages or expenses arising out of any tortious act or omission or any breach of Contract or statutory duty calculated by reference to profits, income, production or accruals or loss of such profits, income, production or accruals or by reference to accrual or such costs, claim or expenses on a time basis

caused shall be limited to, and in no circumstances, shall not exceed the price of the Goods

15) APPROVALS

- a) The Customer is responsible for obtaining all necessary Local Authority, NHBC, Statutory or other approvals and is liable for any associated fees.
- b) The Customer warrants that all requisite permissions and consents in respect of the both the site / property and potentially affected surrounding areas have been obtained

16) DETERMINATION AND SUSPENSION OF WORKING

- a) If the Buyer or Customer shall:
 - Fail to accept the Goods or any instalment thereof or fail to provide access required for the Services;
 - Fail to allow access onto the site or property on the agreed commencement date;
 - Commits a breach of any of the Terms of the Contract and (if such breach is remediable) fails to remedy that breach within 30 days of being notified in writing of the breach;
 - Fail to pay any sum due to the Company or commit any breach of any other obligation;
 - Suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits liability to pay its debts;
 - Interferes with the carrying out of the works;
 - Have distress or execution levied on its property or assets;
 - Make or offer to make any arrangement or composition with its creditors to commit any act of bankruptcy;
 - Have a bankruptcy petition presented against it;
 - Pass a resolution or have a petition presented to wind it up or have a Receiver appointed; Then the Company may, in its absolute discretion, and without prejudice to any other rights by notice in writing, and with immediate effect, determine wholly or in part any and every Contract between the Company and the Buyer and may without prejudice to any other rights by notice in writing suspend further deliveries of the Goods until such faults and breaches have been sufficiently remedied
- b) Without prejudice to the generality of the foregoing, if the Buyer shall fail to pay any sum due to the Company, the Company may instruct a suspension of the works pursuant to the Housing Act

17) LIMITATION OF LIABILITY

- a) The Liability of the Company to the Buyer for any loss or damage whatsoever nature and howsoever

18) REPRESENTATION

- a) No statement, description, information, warranty, condition, or recommendation contained in any catalogue, price list, advertisement, or communication, or made verbally by any of the agents, servants or employees of the Company, shall be construed to enlarge, vary or override in any way any of these Conditions

19) NOTICES

- a) Any notice given under this Contract shall be delivered by hand or by registered post

20) THIRD PARTIES

- a) Nothing in the Contract confers or purports to confer on any third party any benefit or right to enforce any term of the Contract

21) IMAGE RIGHTS

- a) The Customer permits us, free of any charge or fee, the right to produce and use images of the installation and grant us a licence to use and reproduce the images (including on our website, brochures, social media platforms and other online pages and sites that mention or promote the Company) in perpetuity

22) DISPUTE

- a) If any dispute or difference arises under this Contract, either party may refer such dispute or difference to Adjudication in accordance with the latest adjudication rules under part II of the Housing Grants and Regeneration Act 1996. The adjudication shall be conducted in accordance with the rules set out under the Scheme for Construction Contracts (England and Wales) Regulations 1998

23) LAW

- a) The law of this Contract shall be English Law and the English Courts shall have jurisdiction with regard to all matters arising here from