

## Everbright Windows & Doors Terms & Conditions

1. In these conditions of sale The Company means Everbright Windows & Doors whose office is at 134 Canterbury Road, Kennington, Kent, TN24 9QE. The Customer means the person, firm or company from whom an order is accepted by the Company. "Goods" means goods or services which are subject of such an order be it placed verbally or in writing.
2. The Customer agrees to purchase and have installed the Goods specified in the form of an order.
3. Orders are individually manufactured and any Goods not used in their intended location in the Customer's premises cannot be credited against the contract price.
4. The total outstanding balance is payable immediately after the Goods have been properly installed or delivered in accordance with the terms of the contract. Payment is to be made to the installer in cash or BACS made payable to the Company. Any outstanding balances not paid in full by the Customer on the date of the installation will be compounded at a monthly interest rate of 8%
5. This order is accepted by the Company subject to a final technical survey..
6. The Company reserves the right to cancel this order in the event that the surveyor is not entirely happy that the Company can fulfil its obligations to the Customer within the contract price. In this event, any deposit or monies in respect of the contract will be refunded in full by the Company.
7. The Customer hereby acknowledges that the items and diagrams in this contract have been checked and are correct.
8. Risk shall pass to the Customer when Goods leave the Company's premises where the Customer collects. Risk shall pass to the Customer when Goods have been installed by the company.
9. Notwithstanding that the risk in the Goods has passed to the Customer, the ownership of the Goods shall remain with the Company which reserves the right to possession and to dispose of the goods until such time that payment has been received in full by the Company and cleared through the Company's bank account.
10. The Customer agrees to permit access to the Company, its workmen to the installation address at all reasonable times in order that the Company may carry out the works scheduled. If, within 28 days of being advised that the Company is ready to install, the Customer has not agreed to an installation date, the balance of the bespoke product\* supply cost becomes payable. A bespoke product is one that has been designed and manufactured to the Customer's specification and/or made to measure. For example, including, but not solely; glass, frame colour or hardware specification.
11. The Customer will provide the free use of a reasonable amount of water and electricity.
12. The Company will take all reasonable care of the Customer's property when carrying out the work but cannot accept liability for re-decoration.
13. The contract price does not include for the repair or replacement of any rotten timber, defective lintels, hidden services or hazardous materials such as asbestos found during the course of carrying out the works of for the repair otherwise of any other structural defects unless such work is specified in the schedule of work. Any such work found to be necessary will be brought to the attention of the Customer and will be the subject of a separate quotation.
14. The Company does not undertake to move services, fixtures or fittings which are ancillary to the basic structure of the property, e.g. radiators, pipes, electricity, telephone or television cables and the Customer shall remove all household fixtures, including curtains, nets and blinds, before the installation is due to commence. The Company does not take any responsibility for damage caused to any of the above, if not removed by the Customer whilst work is executed. The Company reserves the right to charge for wasted time if it is unable to carry out work due to site specific restrictions/conditions.
15. No undertaking can be given that the Customer's existing doors, windows and/or frames can be removed so as to be fit for re-use or any other purpose and they will be removed from the site and disposed of unless the Customer instructs the installer to leave them. Every effort will be made to protect and clean working areas as best as practicable, but the Company cannot be held responsible for small fragments /splinters/ particles, which may still be present.
16. The Company reserves the right to make minor variations in the specification of any of its products at its discretion and without prior notice to the Customer, in keeping with the Company's policy of continuous development and improvement. Any specification changes will be of an equal or improved product standard.
17. Any product guarantee will come into effect immediately upon completion of the works provided that the full price has been received (less any appropriate amount in the event of defects) by the Company on the due date.
18. It should be clearly understood that no alteration or cancellation of the order, if signed by the Customer.
19. The delivery or installation period quoted is that anticipated at the time of the order and will be improved on if possible. In the event that this contract is not completed within the specified delivery period, the Customer may serve notice on the company in writing, requiring that the work be carried out and completed within six weeks. If the work is not completed within such extended period, the Customer may cancel the uncompleted work covered by the contract without penalty on either side and without loss of any deposit paid by serving written notice by recorded delivery post to the Company. Notwithstanding the foregoing, the Company shall not be liable for any delay in the completion of work which arises from causes beyond the reasonable control of the Company; In the event that time has been made the essence of the contract, time shall not run during such delay or when a delay due to the customer.
20. The Company's liability to the Customer in respect of the direct or indirect consequences of any breach or non-performance howsoever caused or of the strikes or of lock-outs or of any other circumstance beyond the Company's control or of non-supply by a third party or arising out of negligence or of any misrepresentation or of force majeure or of any other tort or breach of statute by the Company, its employees or its agents shall be limited to the price of the goods which are subject matter of the particular order. The Company reserves the right to treat the contract as at an end with no compensation payable to the Customer.
21. The Company does not claim or guarantee that its products eliminate or even reduce the incidence of condensation.
22. The Company will, at its sole discretion, repair or replace all goods that are or become defective by reason of faulty materials or workmanship in line with our written guarantee.
23. Nothing in these terms and conditions shall be interpreted as excluding or restricting the statutory rights of the Customer.
24. The formation, construction and performance of this agreement or shall be governed in all by English Law.

### Notification of the customer's right to cancel

You, as the customer, have the right to cancel the contract within 14 days without giving any reason.

The cancellation period will expire after 14 days from the day on which you agreed to the contract.

Your right to cancel excludes goods, which are of a bespoke nature the value of which is stated in the contract details.

To exercise the right to cancel, you must inform Everbright Windows & Doors of the decision to cancel the contract in writing by letter or e-mail.

If you cancel the contract, Everbright Windows & Doors will reimburse to you all payments received from you, excluding the cost of bespoke products named in the contract, but including the costs of delivery (except for the supplementary costs arising if you chose a type of delivery other than the least expensive type of standard delivery offered by Everbright Windows & Doors.

Everbright Windows & Doors may make a deduction from the reimbursement for the loss in value of any goods supplied, if the loss is the result of any Everbright will make the reimbursement without undue delay and not later than-

- (a) 14 days after the day on which the goods are received back from you, or
- (b) (if earlier) 14 days after the day you provide evidence that you have returned the goods, or
- (c) if there were no goods supplied, 14 days after the day on which Everbright was informed about your decision to cancel this contract.

Everbright Windows & Doors will make the reimbursement using the same means of payment which you used for the initial transaction, unless you have expressly agreed otherwise; in any event, you will not incur any fees as a result of the reimbursement.

Where you have already received the goods, Everbright Windows & Doors shall collect the goods from you at Everbright Windows & Door's own expense. If you have requested to begin the performance of any services contracted for within the contract, during the cancellation period, you shall pay Everbright Windows & Doors an amount which is in proportion to what has been performed until you have communicated the decision to cancel this contract, in comparison with the full coverage of the contract.