



## Agreed terms of sale

### Definitions

1. The Seller owns and has a right to sell the goods to be sold (the Goods). The Goods are described in the Schedule to this agreement which is entered into between the Seller and the Purchaser (the Agreement).
2. All taxes will be applied to the final price, to be paid upon receipt of invoice.
3. The Purchaser is the person who is paying the agreed price for the Goods. The Price is set out in the Schedule to this Agreement.
4. The terms of this Agreement, including the Schedule, apply to all Goods which are sold by the Seller to the Purchaser.
5. The terms of this Agreement, including the Schedule, apply to the exclusion of any other terms which the Purchaser tries to impose or incorporate, or which are otherwise implied by law.

### The Basis of the Sale of the Goods

5. The Goods which are to be sold are set out in the Schedule.
6. Any description of the Goods as set out in the Seller's information or other form of advertisement is for guidance and illustrative purposes only. Although the Seller has made every effort to have the Goods conform to the descriptions, they may vary slightly.
7. It is the Purchaser's sole responsibility to examine and select the Goods which they require and to determine whether they are suitable for their use and their purpose.
8. In the case of Goods sourced, made or adapted to the Purchaser's special instructions, it is the Purchaser's responsibility to ensure that any information provided is accurate and sufficient. Once the Goods have been selected or adapted, the Purchaser must make the payment.

### The Price

10. The Price is the amount agreed to be paid for the Goods between the Seller and the Purchaser and is set out in the Schedule. The Purchaser must pay the Price, in full, on or before the date requested by the Seller. The Seller may require payment in advance of delivery or handover of the Goods.
11. The Price does not include costs of delivery.



12. The Seller retains ownership of the Goods until the Price has been paid in full (together with any delivery costs if required).
13. If payment of the Price in full is late, the Seller may delay delivery of the Goods until full payment of the Price is made; or if the Goods have been delivered, the Seller may repossess the Goods.

#### Delivery and Acceptance

15. Timescale for delivery might vary. Whilst the Seller will use reasonable endeavours to meet any delivery dates, all delivery dates are estimates and approximate only. Time shall not be of the essence. Notwithstanding the foregoing, if the Goods are not delivered within 5 business days of the delivery estimate (other than due to an event outside of the Seller's control), then the Purchaser shall have a right to terminate this Agreement on 5 days' written notice and receive a full refund of amounts previously paid.
16. Delivery shall be completed when the Seller delivers the Goods to the address provided by the Purchaser, or, if agreed by the parties, when the Goods are collected.
17. The Goods will become the responsibility of the Purchaser from the time that they are delivered or collected by the Purchaser. The Purchaser must examine the Goods before signing for them or accepting them.
18. Once the Goods have been accepted, the Purchaser cannot reject them or otherwise cancel the purchase and will have no right of refund, unless the Seller agrees.
19. Risk of damage to, or loss of, the Goods shall pass to the Purchaser upon delivery/collection.

#### Liability, Warranty and Guarantee.

20. The Seller includes a 1 year warranty in relation to the Goods (to the fullest extent permitted by law).
21. After 1 year, the Seller provides no additional guarantees beyond the third party manufacturer guarantees which are already supplied with the Goods, if any.
22. The Seller's and Purchaser's respective liability in connection with the Goods, shall be limited as set out in this Sub-Clause.
  - a. The Seller has no liability to the Purchaser for any loss of profit, loss of business, business interruption, or loss of business opportunity.
  - b. The Seller's total liability to the Purchaser shall not exceed the total Price of the Goods purchased.
  - c. Neither party will be liable to the other for any form of indirect, consequential or special loss or pure economic loss in connection with the use or non-use of the Goods;
  - d. Nothing in this Agreement will limit or exclude the liability of a party for



- i. death or personal injury caused by the negligence of that party;
- ii. fraud or fraudulent misrepresentation;
- iii. any losses which are in any way not permitted to be excluded or limited by law.

#### General

23. This Agreement, including the Schedule, contains the whole agreement between the parties relating to its subject matter and supersedes all prior discussions, arrangements or agreements that might have taken place. The parties acknowledge that they have not relied on any oral or written statement, warranty, sales or other representation or explanation before entering into this Agreement.
24. This Agreement is between the Seller and the Purchaser. No other person will have any rights to enforce any of its terms.
25. Each of the paragraphs of this Agreement operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.
26. Any failure by a party to insist the other perform any obligation or failure or delay in enforcing its rights does not mean that it has waived its rights against the other party.
27. This Agreement shall be governed by and interpreted according to the law of England and Wales and all disputes arising under the Agreement (including non-contractual disputes or claims) shall be subject to the exclusive jurisdiction of the English and Welsh courts.

This agreement covers the sale of goods from the seller to the Purchaser, by signing this agreement the Seller and the Purchaser will abide by the terms laid out above.



## OUR CONTRACT AND ORDER DETAILS RELATING TO INSTALLATION

These terms set out all the terms of the Contract between the Seller and the Purchaser in addition to the sales agreement and relate ONLY to the installation of products purchased from the Seller.

## CONTRACT FORMATION

Acceptance of the Seller's Quotation by the Purchaser constitutes a Contract for the Seller to carry out the Works in accordance with these Conditions and all terms and conditions inconsistent with these Conditions are excluded.

## TERMS AND CONDITIONS:

1. The Seller will exercise reasonable skill and care in the performance of the Works.
2. The Seller will not be liable for any loss or consequential liability or damage sustained by the Purchaser because of circumstances beyond the Seller's control.
3. The price we will charge you for the goods and services will normally be as stated on the quotation. In some circumstances where more work is required than anticipated we will need to increase that price. In these circumstances, we will tell you what the cost of the extra work will be and you can then choose to continue with the Contract or cancel it by agreement and settlement of any outstanding amounts.
4. We accept payments by B.A.C.S and debit card, Cash and cheques carry a 3% Handling Fee, credit cards carry a 2% commission. Cash payments must be made in line with money laundering regulations. Payment is due within 7 days upon receipt of invoice.
5. Payment will be made in line with the attached 'Schedule of Payments'.
6. In the event of the Purchaser failing to make any payment due under the terms of this agreement or otherwise defaulting in any of his obligations hereunder then the Seller may at its discretion suspend or terminate this agreement and recover any reasonable losses from the Purchaser.
7. Outstanding payments which are overdue will incur interest at a rate of 8% apr plus the current base rate and will be charged until payment is made in full. Materials supplied by the Seller remain the property of the Seller until the final invoice has been paid and a chargeable rate for their use will be 10% of their value per day. If work is delayed or interrupted due to the fault of the Purchaser then the Seller will be entitled to be paid for any losses or additional costs incurred. This will include non-payment by the Purchaser.
8. The Seller will be responsible for the Health & Safety issues relating to the Works and its employees only. Under no circumstances should persons other than those employed by the Seller be in the work area as there will be no liability accepted for injury.
9. The Seller will not be responsible for animals/pets in the client's property. Please ensure all animals are contained.



10. If the Purchaser wishes to vary any of the Works it will inform the Seller in writing who will, as soon as practicable, notify the Purchaser of confirmation and the estimated cost of the variation and the effect on the Contract period.
11. It is advised, before works commence, that if your system has not been maintained for a number of years that you obtain the services of a central heating engineer to 'flush' the system to reduce the likelihood of issues occurring to the system. We can provide this service for a variable fee. We will not be liable for any faults to the system after installation.
12. Whilst we will take great care to cause minimum disruption to your home, it is inevitable that during installation, especially in the event of damage being caused due to us having to comply with your requests, we cannot be held responsible for this damage so far as it is reasonable. We will advise you of the 'best practise' for installation.
13. You are responsible for obtaining all necessary Building Regulations and planning approval.
14. We will use our best endeavours to install the goods on or as close to the date on this Agreement or otherwise agreed with you, but we cannot be responsible if there is a delay due to matters beyond our reasonable control such as adverse weather.
15. Cancellation must be made in writing to the Seller. If after 14 days, the Seller will provide a refund less reasonable costs incurred.
16. ACCESS: It is your responsibility to let us into your property. If you do not allow us access to your property to perform the services as arranged (and you do not have a good reason for this) we may charge you additional costs incurred by us as a result. If, despite our reasonable efforts, we are unable to contact you or re-arrange access to your property we may end the contract
17. We reserve the right to charge a 'call out charge' of £75+VAT if work cannot be completed due to negligence on behalf of the customer.
18. If in the event of an item being ordered in specifically from the manufacturer or stockist and it is subsequently no longer required by the Purchaser, a 'restocking fee' will be charged. This can vary based on the item being returned.
19. Guarantee of the installed items will be for 1 year. After such time the manufacturer's warranty will supersede and any issues must be relayed to the seller so that an inspection can either be arranged by the manufacturer or the seller. The seller reserves the right to inspect any issues before further action is taken and, if necessary, rectify in accordance with the Consumer Rights Act 2015.
20. If any products are to be excluded of VAT due to disability, the Seller will require the attached 'Eligibility Declaration' form to be completed along with a copy of identification.

All communication should be provided in writing for variations to the works. Please make all correspondence to the following address: *98a Ferry Road, Hullbridge, Essex, SS5 6EX*



If any one or part of these terms and conditions is held to be unenforceable, this will not affect the validity of the remaining terms and conditions

For further information about your Statutory Rights contact your local Trading Standards department or Citizens Advice Bureau.