

The Window Outlet Limited
Consumer Terms and Conditions of Sale

Agreed Terms

1. Definitions

- 1.1 When the following words with capital letters are used in these Terms, this is what they will mean:

Event Outside Our Control: is defined in clause 12.2;

Goods: the goods that We are selling to you as set out in the Order;

Order: your order for the Goods and/or Services;

Services: the services that We are providing to you as set out in the Order;

Terms: the terms and conditions set out in this document; and

We/Our/Us: The Window Outlet Limited, Company Number: 09120582 whose registered office is situate at 169 Fortfield Road, Bristol BS14 9NP.

- 1.2 When We use the words "writing" or "written" in these Terms, this will include e-mail unless We say otherwise.

2. Our contract with you

- 2.1 These are the terms and conditions on which We supply Goods, or Services, or both Goods and Services, to you.
- 2.2 Please ensure that you read these Terms carefully, and check that the details on the Order and these Terms are complete and accurate, before you sign and submit the Order. If you think that there is a mistake or require any changes, please contact Us to discuss. We will confirm any changes in writing to avoid any confusion between you and Us.
- 2.3 When you sign and submit the Order to Us, this does not mean We have accepted your order for Goods and/or Services. Our acceptance of the Order will take place as described in clause 2.4. If We are unable to supply you with the Goods and/or Services, We will inform you of this in writing and We will not process the Order.
- 2.4 These Terms will become binding on you and Us when We contact you to tell you that We are able to provide you with the Services or the Goods, at which point a contract will come into existence between you and Us.

- 2.5 We shall assign an order number to the Order and inform you of it when We confirm the Order. Please quote the order number in all subsequent correspondence with Us relating to the Order.
- 2.6 Our website, catalogue and brochure are solely for the promotion of Our Goods in the UK. Unfortunately, We do not accept orders from or deliver to addresses outside the UK.
- 2.7 The images of the Goods on Our website and in Our catalogue or brochure are for illustrative purposes only. Although We have made every effort to display the colours accurately, We cannot guarantee that the printed pictures accurately reflect the colour of the Goods. Your Goods may vary slightly from those images.

3. Changes to order or terms

- 3.1 We may revise these Terms from time to time. If We have to revise these Terms under clause 3.1, We will give you written notice of any changes to these Terms before they take effect. You can choose to cancel the contract in accordance with clause 13.4.3.
- 3.2 If you wish to cancel an Order before it has been fulfilled, please see your right to do so in clause 13. In the case of made-to-measure Goods, unfortunately, because We make these Goods to your specific requirements, you will not be able to cancel an Order once it is made.

4. Made-to-measure goods

- 4.1 We make the Goods according to the measurements you provide Us. You can find information and tips on how to measure in Our brochure or on Our website, or by contacting Us.
- 4.2 Please make sure your measurements are correct and accurate. Unfortunately, We cannot accept the return of made-to-measure Goods if the reason for the return is because you provided Us with incorrect measurements. However, this will not affect your legal rights as a consumer in relation to made-to-measure Goods that are faulty or not as described. Advice about your legal rights is available at your local Citizen's Advice Bureau or Trading Standards office.

5. Delivery of goods

- 5.1 Please note that timescales for delivery and delivery charges will vary depending on the availability of the Goods and your address.
- 5.2 Please note that timescales for delivery and delivery charges will vary depending on the availability of the Goods and your address. Time shall not be of the essence in respect of any delivery and/or installation date(s). Any dates given by Us are estimates only and cannot be guaranteed. The fulfilment of delivery is also subject to you having paid all monies owed to Us (including all deposits and part-payments as appropriate) in accordance with these Terms. You shall have no right to damages or compensation or to cancel your Order if We fail to

meet any estimated delivery or installation dates (for any reason, including Events Outside Our Control, as defined in clause 12). Please note that any requests by you to alter your Order are likely to result in delays.

- 5.3 If We are not able to deliver the whole of the Order at one time due to operational reasons or shortage of stock, We will deliver the Order in instalments. We will not charge you extra delivery costs for this.
- 5.4 Delivery of an Order shall be completed when We deliver the Goods to the address you gave Us or you collect them from Us. Where we are delivering the Goods to you and not dealing with installation, our driver shall not be required to leave the rear of his vehicle during unloading. Accordingly, you shall provide sufficient equipment, eg. forklift, and personnel (two able-bodied men) to assist with off-loading. Our driver shall wait for the maximum 15 minutes for assistance to be provided and if no such assistance is provided, delivery shall be aborted and redelivery will be at your cost (including payment of an aborted delivery charge).
- 5.5 You own the Goods once We have received payment in full.

6. If the goods are faulty

As a consumer, you have legal rights in relation to Goods that are faulty or not as described. Advice about your legal rights is available from your local Citizens' Advice Bureau or Trading Standards office. Nothing in these Terms will affect these legal rights.

7. Third-party manufacturer's guarantee of goods

- 7.1 The Goods come with a manufacturer's guarantee. For details, please refer to the manufacturer's guarantee provided with the Goods.
- 7.2 This guarantee is in addition to, and does not affect, your legal rights in relation to the Goods that are faulty or not as described. Advice about your legal rights is available from your local Citizens' Advice Bureau or Trading Standards office.
- 7.3 Provided that all monies owed to Us have been fully paid, We guarantee that on delivery and for a period of 10 years (profile products), 5 years (glass units) or 1 year (all other products) from delivery, the Good shall be free from material defects in materials or workmanship. However, this guarantee does not apply in the circumstances described in clause 7.4.
- 7.4 This guarantee does not apply to any defect in the Goods arising from:
 - 7.4.1 fair wear and tear;
 - 7.4.2 wilful damage, abnormal storage or working conditions, accident, negligence by your or by any third party;

- 7.4.3 if you fail to operate or use the Goods in accordance with the user instructions;
 - 7.4.4 any alteration or repair by you or by a third party who is not one of Our authorised repairers; and
 - 7.4.5 any specification provided by you.
- 7.5 Where you notify Us of a defect but the Goods have not been installed by Us, We will provide a service engineer to attend your property subject to you paying Our standard or anticipated service charge in advance. This charge will be refunded in the event that the fault or defect is found to be covered by Our manufacturer's guarantee.
- 7.6 Where you notify Us of a defect where We have organised installation of the Goods, We will provide a service engineer to attend your property free of charge during the first 12 months from completion of installation. Thereafter you agree to pay Our standard or anticipated service charge in advance, but this charge will be refunded in the event that the fault or defect is found to be covered by Our manufacturer's guarantee.

8. Providing services

- 8.1 We will supply the Services to you from the date agreed between Us in writing; time shall not be of the essence.
- 8.2 We will make every effort to complete the Services on time. However, there may be delays due to an Event Outside Our Control. See clause 12 for Our responsibilities when an Event Outside Our Control happens.
- 8.3 We will need certain information from you that is necessary for Us to provide the Services. We will contact you about this. If you do not, after being asked by Us, provide Us with this information, or you provide Us with incomplete or incorrect information, We may make an additional charge of a reasonable sum to cover any extra work that is required, or We may suspend the Services by giving you written notice]. We will not be liable for any delay or non-performance where you have not provided this information to Us after We have asked. If We suspend the Services under this clause 8.3, you do not have to pay for the Services while they are suspended, but this does not affect your obligation to pay any invoices We have already sent you.
- 8.4 We may have to suspend the Services if We have to deal with technical problems, or to make improvements agreed between you and Us in writing to the Services. We will contact you to let you know in advance where this occurs, unless the problem is urgent or an emergency. You do not have to pay for the Services while they are suspended under this clause 8.4 but this does not affect your obligation to pay for any invoices We have already sent you.
- 8.5 If you do not pay Us for the Services when you are supposed to, We may suspend the Services with immediate effect until you have paid Us

the outstanding amounts. We will contact you to tell you this. This does not affect Our right to charge you interest under clause 10.6.

9. If there is a problem with the services

9.1 In the unlikely event that there is any defect with the Services:

9.1.1 please contact Us and tell Us as soon as reasonably possible;

9.1.2 please give Us a reasonable opportunity to repair or fix any defect; and

9.1.3 We will use every effort to repair or fix the defect as soon as reasonably possible.

You will not have to pay for Us to repair or fix a defect with the Services under this clause 9.1.

9.2 As a consumer, you have legal rights in relation to Services not carried out with reasonable skill and care, or if the materials We use are faulty or not as described. Advice about your legal rights is available from your local Citizens' Advice Bureau or Trading Standards office. Nothing in these Terms will affect these legal rights.

10. Price and payment

10.1 The price of the Goods and/or the Services will be set out in Our price list in force at the time you place your Order and confirmed to you in writing. Our prices may change at any time, but price changes will not affect Orders that you have already placed.

10.2 These prices include VAT. However, if the rate of VAT changes between the date of the Order and the date of delivery or performance, We will adjust the rate of VAT that you pay, unless you have already paid for the Goods and/or Services in full before the change in the rate of VAT takes effect.

10.3 The prices for the Goods exclude delivery costs, which will be added to the total amount due.

10.4 It is always possible that, despite Our best efforts, some of the Goods We sell may be incorrectly priced. We will normally check prices as part of Our despatch procedures so that, where the Goods' correct price is less than Our stated price, We will charge the lower amount when dispatching the Goods to you. If the Goods' correct price is higher than the price stated on Our site, We will contact you to tell you and for your instructions. If the pricing error is obvious and unmistakable and could have reasonably been recognised by you as a mispricing, We do not have to provide the Goods to you at the incorrect (lower) price.

- 10.5 Where We are providing Goods to you, you must make payment for Goods in advance by cash, credit or debit card in accordance with our standard payment terms, or other terms agreed in writing with you. Our standard payment terms are 10% to be paid in advance as a deposit and the balance payable on or before completion of the installation.
- 10.6 If you do not make any payment due to Us by the due date for payment, We may charge interest to you on the overdue amount at the rate of 3% a year above the base lending rate of Lloyds Bank plc from time to time. This interest shall accrue on a daily basis from the due date until the date of actual payment of the overdue amount, whether before or after judgment. You must pay Us interest together with any overdue amount.
- 10.7 However, if you dispute an invoice in good faith and contact Us to let Us know promptly after you have received an invoice that you dispute it, clause 10.6 will not apply for the period of the dispute.

11. Our liability to you

- 11.1 If We fail to comply with these Terms, We are responsible for loss or damage you suffer that is a foreseeable result of Our breach of the Terms or Our negligence, but We are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if it is an obvious consequence of Our breach or if it was contemplated by you and Us at the time we entered into this contract.
- 11.2 If We are installing the Goods and/or providing Services in your property, We will make good any damage to your property caused by Us in the course of installation or performance. However, We are not responsible for the cost of repairing any pre-existing faults or damage to your property that We discover in the course of installation and/or performance by Us.
- 11.3 We only supply the Goods and/or Services for domestic and private use. You agree not to use the Goods and/or Services for any commercial, business or re-sale purpose, and We have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.
- 11.4 We do not exclude or limit in any way Our liability for:
- 11.4.1 death or personal injury caused by Our negligence or the negligence of Our employees, agents or subcontractors;
 - 11.4.2 fraud or fraudulent misrepresentation;
 - 11.4.3 breach of the terms implied by section 12 of the Sale of Goods Act 1979 and by section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession);
 - 11.4.4 breach of the terms implied by sections 13, 14 and 15 of the Sale of Goods Act 1979 and sections 3, 4 and 5 of the

Supply of Goods and Services Act 1982 (description, satisfactory quality, fitness for purpose and samples); and

11.4.5 defective products under the Consumer Protection Act 1987.

12. Events Outside Our Control

12.1 We will not be liable or responsible for any failure to perform, or delay in performance of, any of Our obligations under these Terms that is caused by an Event Outside Our Control.

12.2 An Event Outside Our Control means any act or event beyond Our reasonable control, including without limitation strikes, lock-outs or other industrial action by third parties, civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not) or threat or preparation for war, fire, explosion, storm, flood, earthquake, subsidence, epidemic or other natural disaster, or failure of public or private telecommunications networks.

12.3 If an Event Outside Our Control takes place that affects the performance of Our obligations under these Terms:

12.3.1 We will contact you as soon as reasonably possible to notify you; and

12.3.2 Our obligations under these Terms will be suspended and the time for performance of Our obligations will be extended for the duration of the Event Outside Our Control. Where the Event Outside Our Control affects Our delivery of Goods to you, We will arrange a new delivery date with you after the Event Outside Our Control is over. Where the Event Outside Our Control affects Our performance of Services to you, We will restart the Services as soon as reasonably possible after the Event Outside Our Control is over.

12.4 You may cancel the contract if an Event Outside Our Control takes place and continues for longer than 26 weeks and you no longer wish Us to provide the Goods and/or Services.

13. Your rights to cancel and applicable refund

13.1 Before We begin to provide the Services or the Goods are delivered, you have the following rights to cancel an Order for Goods (other than made-to-measure Goods) and/or Services, including where you choose to cancel because We are affected by an Event Outside Our Control or We change these Terms under clause 3.1 to your material disadvantage:

13.1.1 you may cancel any Order for Goods and/or Services at any time before We despatch the Goods or the start date for the Services by contacting Us. We will confirm your cancellation in writing to you;

- 13.1.2 if you cancel an Order under clause 13.1.1 and you have made any payment in advance for Services that have not been provided to you, or Goods that have not been delivered to you, We will refund these amounts and any delivery charges to you;
- 13.1.3 however, if you cancel an Order for Services under clause 13.1.1 and We have already started work on your Order by that time, you will pay Us any costs We reasonably incurred in starting to fulfil the Order, and this charge will be deducted from any refund that is due to you or, if no refund is due to you, invoiced to you. We will tell you what these costs are when you contact Us. However, where you have cancelled an Order because of Our failure to comply with these Terms (except where We have been affected by an Event Outside Our Control), you do not have to make any payment to Us;
- 13.1.4 unfortunately, if you cancel an Order for Goods under clause 13.1.1 and We have already despatched your Goods to you, We will not be able to cancel your Order until it is delivered or collected. In this case, if you return the Goods to Us, We will have to charge you the cost of collection or you will have to pay the cost of returning the Goods back to Us. This will not affect your refund for the Goods themselves, but we will not refund any charges for delivery and any charge for collection will be deducted from the refund that is due to you.
- 13.2 Unfortunately, as the made-to-measure Goods are made to your requirements, you will not be able to cancel your Order once made (but this will not affect your legal rights as a consumer in relation to made-to-measure Goods that are faulty or not as described).
- 13.3 Once We have begun to provide the Services to you, you may cancel the contract for the Services at any time by providing Us with at least 30 calendar days' notice in writing. Any advance payment you have made for Services that have not been provided will be refunded to you.
- 13.4 Once We have begun to provide the Services to you, you may cancel the contract for Services with immediate effect by giving Us written notice if:
 - 13.4.1 We break this contract in any material way and We do not correct or fix the situation within 45 days of you asking Us to in writing;
 - 13.4.2 We go into liquidation or a receiver or an administrator is appointed over Our assets;
 - 13.4.3 We change these Terms under clause 3.1 to your material disadvantage;
 - 13.4.4 We are affected by an Event Outside Our Control.

14. Our rights to cancel and applicable refund

- 14.1 We may have to cancel an Order before the start date for the Services or before the Goods are delivered, due to an Event Outside Our Control or the unavailability of stock or (in the case of Services) key personnel or key materials without which We cannot provide the Services. If this happens:
 - 14.1.1 We will promptly contact you to let you know;
 - 14.1.2 if you have made any payment in advance for Services that have not been provided to you, or Goods that have not been delivered to you, We will refund these amounts to you;
 - 14.1.3 where We have already started work on your Order for Services or made-to-measure Goods, We will not charge you anything and you will not have to make any payment to Us.
- 14.2 Once We have begun to provide the Services to you, We may cancel the contract for the Services at any time by providing you with at least 30 calendar days' notice in writing. If you have made any payment in advance for Services that have not been provided to you, We will refund these amounts to you.
- 14.3 We may cancel the contract for Services at any time with immediate effect by giving you written notice if:
 - 14.3.1 you do not pay Us when you are supposed to. This does not affect Our right to charge you interest under clause 10.6; or
 - 14.3.2 you break the contract in any other material way and you do not correct or fix the situation within 7 days of Us asking you to in writing.

15. Your additional rights to cancel if you are a consumer making a purchase online or by telephone or email or in your home

- 15.1 If you are a Consumer and you contract with us online or otherwise at a distance (eg. my email or telephone), you have a legal right to cancel your contract with us under the Consumer Protection (Distance Selling) Regulations 2000) during the period set out below. This means that during the relevant period if you change your mind or for any other reason you decide you do not want to keep the Goods, you can notify us of your decision to cancel your contract with us and receive a refund. Advice about your legal right to cancel under these regulations is available from your local Citizens' Advice Bureau or Trading Standards Office.
- 15.2 The above cancellation right does not apply in the case of any made-to-measure or custom-made Goods.
- 15.3 If the cancellation right in clause 15.1 applies, you have a period of 7 working days in which you may cancel, starting from the day after the day you receive the Goods, and if you wish to cancel your Order you

must notify Us in writing by sending a letter to Us at The Window Outlet Limited, 169 Fortfield Road, Bristol BS14 9NP. You will receive a full refund of the price you paid for the Goods and any applicable delivery charges you paid for. We will process the refund due to you as soon as possible. Unless the Goods are faulty or not as described, you will be responsible for the cost of returning the Goods to Us or, where relevant, the cost of Us collecting the Goods from you.

- 15.4 If you are a Consumer and your contract with Us is formed in your home or place of work, the Cancellation of Contracts made in a Consumer's Home or Place of Work etc. Regulations 2008 otherwise apply, nothing in these Terms shall affect your legal rights under these Regulations.
- 15.5 You have a legal obligation to keep the Good in your possession and to take reasonable care of the Goods while they are in your possession.
- 15.6 As a Consumer, you will always have legal rights in relation to goods that are faulty or not as described. Advice about your legal rights is available from your local Citizens' Advice Bureau or Trading Standards Office.

16. Information about us and how to contact us

- 16.1 We are a company registered in England and Wales. Our company registration number is 09120582 and Our registered office is at 169 Fortfield Road, Bristol BS14 9NP.
- 16.2 If you have any questions or if you have any complaints, please contact Us. You can contact Us by telephoning Our customer service team at 01174 058488 or by e-mailing Us at info@thewindowoutlet.info.
- 16.3 If you wish to contact Us in writing, or if any clause in these Terms requires you to give Us notice in writing (for example, to cancel the contract for services which We have started to provide), you can send this to Us by e-mail, by hand, or by pre-paid post to The Window Outlet Limited at Unit 11, Liberty Industrial Estate, South Liberty Lane, Bristol BS3 2SU. We will confirm receipt of this by contacting you in writing. If We have to contact you or give you notice in writing, We will do so by e-mail, by hand, or by pre-paid post to the address you provide to Us in the Order.

17. How we may use your personal information

- 17.1 We will use the personal information you provide to Us to:
 - 17.1.1 provide the Goods and/or Services;
 - 17.1.2 process your payment for such Goods and/or Services; and
 - 17.1.3 inform you about similar products or services that We provide, but you may stop receiving these at any time by contacting Us.

- 17.2 You agree that We may pass your personal information to credit reference agencies and that they may keep a record of any search that they do.
- 17.3 We will not give your personal data to any other third party.

18. Other important terms

- 18.1 We may transfer Our rights and obligations under these Terms to another organisation, and We will always notify you in writing if this happens, but this will not affect your rights or Our obligations under these Terms.
- 18.2 This contract is between you and Us. No other person shall have any rights to enforce any of its terms. However, the purchaser of your property will have the benefit of the guarantee at clause 7.1 if you transfer it to them, but We and you will not need their consent to cancel or make any changes to these Terms.
- 18.3 Each of the paragraphs of these Terms 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.
- 18.4 If We fail to insist that you perform any of your obligations under these Terms, or if We do not enforce Our rights against you, or if We delay in doing so, that will not mean that We have waived Our rights against you and will not mean that you do not have to comply with those obligations. If We do waive a default by you, We will only do so in writing, and that will not mean that We will automatically waive any later default by you.
- 18.5 These Terms are governed by English law. You and We both agree to submit to the non-exclusive jurisdiction of the English courts. However, if you are a resident of Northern Ireland you may also bring proceedings in Northern Ireland, and if you are a resident of Scotland, you may also bring proceedings in Scotland.