

These Terms and Conditions are the standard terms which apply to the provision of all Services by Matthew Oliver's Windows and Doors Limited, a company registered in England and Wales under number 08687865, whose registered office address is Unit 6 Red House Lane, Hannington, Northampton, England, NN6 9FP (referred to as "the Company/We/Us/Our").

1. **Definitions and Interpretation:** In these Terms and Conditions, unless the context otherwise requires, the following expressions have the following meanings:
"Client/You/Your" means you, the Consumer or business entering into the Contract with us;
"Consumer" is as defined in the Consumer Rights Act 2015;
"Contract" means the contract formed upon your acceptance of our Proposal, as detailed in clause 2;
"Materials" means the materials required for the provision of the Services which we will supply, where applicable, as specified in the Proposal;
"Property" means the property, as detailed in the Proposal, at which the Services are to take place;
"Proposal" means our written Proposal to provide the Services, which remains open for acceptance for a period of 30 days unless otherwise specified and sets out our entire scope of works; and
"Services" means the services to be provided to you by us, as specified in the Proposal.
Each reference in these Terms and Conditions to:
 - 1.1.1. "we", "us" and "our" means the Company and includes all employees, agents and sub-contractors of ours;
 - 1.1.2. "you" and "your" means the Customer;
 - 1.1.3. "writing" and "written", includes emails and text messages and similar communications;
 - 1.1.4. a statute or provision of a statute is a reference to that statute or provision as amended or re-enacted at the relevant time;
 - 1.1.5. a clause is a reference to a clause in these Terms and Conditions; and
 - 1.1.6. "these Terms and Conditions" is a reference to these Terms and Conditions, as may be amended from time to time.
 - 1.2. The headings used in these Terms and Conditions are for convenience only and do not affect the interpretation of these Terms and Conditions.
 - 1.3. Words signifying the singular number will include the plural and vice versa.
 - 1.4. References to any gender will include the other gender. References to persons, unless the context otherwise requires, include corporations.
2. **The Contract**
 - 2.1. The acceptance of our Proposal, electronically or otherwise, creates a legally binding Contract between you and us, which includes the acceptance of these Terms and Conditions.
 - 2.2. No terms or conditions stipulated or referred to by you in any form whatsoever will in any way vary or add to these Terms and Conditions unless we agree otherwise in writing.
 - 2.3. Before accepting our Proposal, please ensure that you have read these Terms and Conditions carefully. If you are unsure about any part of these Terms and Conditions, please ask us for clarification. No terms or conditions issued or referred to by you in any form will in any way vary or add to these Terms and Conditions unless we agree otherwise in writing.
 3. **Survey:** Where required, we will arrange a site survey. At the time of survey, the Property should be made available and fully accessible and our survey report will be based on any findings at this time. Any dimensions provided by you will be subject to re-measurement.
 4. **The Services**
 - 4.1. We will ensure that our Services are provided with reasonable care and skill and in accordance with best trade practice.
 - 4.2. We may provide you with sketches, impressions, plans or similar documents in advance of the works. Any such material is intended for illustrative purposes only and is not intended to provide an exact specification, nor to guarantee specific results.
 - 4.3. We are not liable to carry out any decorating work, unless otherwise stated in our Proposal, but will ensure that no parts of the Property suffer damage as a result of our provision of the Services. This does not apply to damage caused to any existing decorations which is reasonably commensurate with the carrying out of works in the usual way. We will make good any other damage that occurs at no additional expense to you, as soon as is reasonably possible.
 - 4.4. Unless otherwise agreed in writing, we will not undertake the re-siting of any gas, electrical, wiring or plumbing, alarm systems or telephone installations. Suitable arrangements should be made by you for any such works to be carried out prior to commencement of the Services.

- 4.5. We accept no responsibility for any damage caused upon removal of window frames where existing materials are not soundly 'keyed' or have otherwise not been maintained in a satisfactory condition.
- 4.6. Any dates given by us are estimates only and unless otherwise specifically agreed by us in writing, we shall have no obligation to complete the works by a specified date.

5. Materials

- 5.1. We will use reasonable endeavours to ensure that the Materials we use match those chosen by you. However, we cannot guarantee the quality, tint, colour, pattern or finish of the Materials. We cannot guarantee consistency throughout, due to unavoidable variances that may arise in manufacturing processes.
- 5.2. We reserve the right to make minor, non-aesthetic alterations to the specification of any Materials without consulting you first. In any case, we will always endeavour to contact you as soon as is reasonably possible to inform you of such.
- 5.3. Please additionally be aware that colours and pattern within the Materials can look different once installed. We accept no responsibility in respect of this.
- 5.4. Where any equipment or materials have been supplied by you, we accept no responsibility for them or for any faults in them. If we are delayed in carrying out our Services because of such equipment or materials (if, for example, their delivery is delayed), we reserve the right to charge for any costs incurred by us as a result. Any return visits required due to faults in any such equipment or materials will be chargeable.

6. Risk and Retention of Title

- 6.1. The responsibility (sometimes referred to as the "risk") for the Materials remains with us until they have been delivered to the Property or collected by you, at which point it will pass to you. It shall be your responsibility to ensure that there is adequate storage at the Property and that the Materials are insured.
- 6.2. We reserve the right to charge for storage where the agreed delivery, collection or installation date is delayed and we agree to store any Materials away from the Property.
- 6.3. Until payment has been made in accordance with our Proposal and Clause 8, we shall remain the legal and equitable owner of the Materials.

7. Your Responsibilities

- 7.1. You are responsible for ensuring that:
 - 7.1.1. if any consents, licences or other permissions are needed from any third parties such as landlords, planning authorities, local authorities or similar, these have been obtained before we begin the works;
 - 7.1.2. we can gain access to the Property on the agreed dates and at the agreed times. Our price is based on being able to complete our Services in one continuous visit or where we are carrying out our Services in phases, each phased visit is to be continuous;
 - 7.1.3. you take reasonable steps to protect the Property including, but not limited to, the removal of valuable and/or delicate items from areas where our work is to be carried out. We will not move furniture or other obstacles to gain access to the required parts of the Property if this work is more than minimal (which will be decided at our sole discretion). Where we are unable to perform the Services in accordance with this clause, we reserve the right to treat this as an aborted or wasted visit and will therefore be chargeable; and
 - 7.1.4. we have access to power, water, wi-fi and adequate welfare facilities, to enable us to carry out our Services.
- 7.2. If you fail to comply with any of your responsibilities under this clause 5, then we reserve the right to suspend the Services until such issue is rectified and charge for any costs we may incur, such as for storage of Materials or non-productive visits to the Property, and we will not be held liable for any delays incurred as a result.

8. **Variations:** Any variations to the accepted Proposal or survey report must be in writing and signed by both parties before we will proceed with the works. Any price variation shall become due for payment to us in accordance with the terms for payment as detailed in clause 8. Please be aware that variations to the agreed specification may result in delays to any estimated programme dates we have previously agreed.

9. Risk and Retention of Title

- 9.1. The responsibility (sometimes referred to as the "risk") for the Materials remains with us until they have been delivered to you, at which point it will pass to you.
- 9.2. Until payment has been made in accordance with our Proposal we shall remain the legal and equitable owner of the Goods.

10. Fees and Payment

- 10.1. You agree to make payment in accordance with our Proposal and these terms of payment.
Our standard payment terms are a deposit of 40% as specified in the Proposal to be paid upfront prior to the survey, with the balance due upon completion.
- 10.2. We reserve the right to request 100% of the quoted fee up front at our sole discretion, and will specify this to you where applicable.
- 10.3. All invoices must be paid in full upon receipt of invoice, without set-off, withholding or deduction. We are unable to accept any of our monies being withheld as retentions unless otherwise agreed by us in writing.
- 10.4. Any variation must be agreed in writing before we can proceed with the works. Any price variation will become due for payment in accordance with this clause 8.
- 10.5. The time for payment is of the essence of the Contract. If we do not receive any payment by the due date, then without limiting any other rights or remedies available to us, we will have the right to suspend the Services and charge you interest on the outstanding amount at the rate of 8% per annum above the Bank of England base rate, accruing on a daily basis from the due date until the actual date of payment, whether before or after judgment. We also reserve the right to charge for any costs we may incur in attempting to recover the outstanding debt.

11. Cancellation

- 11.1. Where you are a Consumer, you have a statutory right to a "cooling off" period. This period begins once the Agreement is formed and ends at the end of 14 calendar days after that date.
- 11.2. The cooling off period does not apply to any bespoke goods or materials made to measure ordered by the Customer.
- 11.3. If you wish to cancel the Agreement within the cooling off period, you should inform us immediately by post or email to the contact details provided with our Proposal. You may use our Model Cancellation Form, but you do not have to. You will meet the cancellation deadline as long as you have sent your cancellation notice before the 14 days have expired.
- 11.4. If you cancel within the cooling off period, you will receive a full refund of any amount paid to us under the Agreement. Any refunds will be made within 14 days after the day on which we are informed of the cancellation, using the same method used to make the payment, unless you have expressly agreed otherwise. In any case, you will not incur any fees as a result of the refund.
- 11.5. If the start date for the works falls within the cooling off period, you must make an express request for the Services to begin within the 14 day cooling off period. By making such a request, you acknowledge and agree to the following:
 - 11.5.1. If the Services are completed within the 14 day cooling off period, you will lose the right to cancel once the works are completed;
 - 11.5.2. If you cancel the Agreement after the Services have begun, you will be required to pay for the Services and Materials supplied up until the point at which you inform us of your wish to cancel. The amount due will be calculated and refunded or deducted in proportion to the total Quoted Fee and the actual Services already provided.
- 11.6. Where you are not a Consumer, or should any Consumer Customer cancel the Agreement with us after the expiry of the cooling off period above, you shall remain liable to pay for any such part of the work as has been completed and we reserve the right to levy reasonable cancellation charges, including but not limited to, any administration costs, procurement costs and loss of profit, against the Customer and these shall fall due for payment immediately. Any monies already paid to us shall be non-refundable. Should cancellation take place after the purchasing of any Materials, payment for such Materials and any expenses incurred will be required to be paid to us by the Customer.

12. Guarantee

- 12.1. We guarantee that, with the exception of normal wear and tear, all Materials supplied and installed by us including, but not limited to, windows and door frames installed by us will be free from any defective workmanship for a period of 10 years following completion of the works, excluding:
 - 12.1.1. Door panels covered against warping and twisting;
 - 12.1.2. All building work of any description; and
 - 12.1.3. Locking mechanisms, hinges and all metallic moving parts, which will be subject to regular maintenance by you which will be subject to a 1-year guarantee.
- 12.2. If any defects appear due to no fault of yours during the guarantee period, we will rectify any and all such defects at no cost to you. Any Materials supplied by us shall be subject to the extents and limits of the guarantee provided to us by the manufacturer's guarantee or warranty.
- 12.3. This guarantee is subject to:

- 12.3.1. payment having been received by us in full in accordance with clause 8;
 - 12.3.2. you providing written notice to us within 14 days of you becoming aware of any such defect;
 - 12.3.3. you ensuring that no person modifies, adjusts or interferes with the works without our prior approval. Should this occur, any problems encountered as a result will be chargeable; and
 - 12.3.4. you following all instructions issued by us upon completion of the works, including cleaning instructions.
- 12.4. We accept no liability in respect of the following:
 - 12.4.1. damage due to causes beyond our control including, but not limited to, accident, storm, flood, neglect, misuse, faults or premature deterioration which result from your failure to comply with our maintenance and cleaning instructions;
 - 12.4.2. damage due to misuse or vandalism;
 - 12.4.3. the failure of the installation to reduce or eliminate condensation;
 - 12.4.4. minor imperfections within the glass;
 - 12.4.5. minor defects to plaster work and brick work due to settlement;
 - 12.4.6. penetration of any item or creature, including but not limited to insects and birds;
 - 12.4.7. damage resulting from subsidence or damage to the works attributable to the failure of foundations, the base or structure, or any other works, when these have not been carried out by us;
 - 12.4.8. discolouration or frost damage to brick work; or
 - 12.4.9. cosmetic damage or deterioration arising out of normal wear and tear.
 - 12.5. Any repair work carried out or replacement units supplied within the guarantee period will also be covered by the guarantee, but only for the remainder of the original guarantee period.
 - 12.6. Any guarantee exists in addition to your consumer rights where applicable. Nothing in these Terms and Conditions shall affect your statutory rights as a consumer.
13. **Complaints:** We always welcome feedback from our customers and, while we always use all reasonable endeavours to ensure that your experience as a customer of ours is a positive one, we nevertheless want to hear from you if you have any cause for complaint. Please make any complaint to us in writing. Unless you have reasonable justification in refusing entry, we will require you to grant us all reasonable access and facilities to remedy any complaint for which we may be liable.
14. **Events Outside of Our Control (Force Majeure):** We will not be liable for any failure or delay in performing our obligations under these Terms and Conditions where the failure or delay results from any cause that is beyond our reasonable control. Such causes include, but are not limited to: adverse weather, power failure, internet service provider failure, strikes, lock-outs or other industrial action by third parties, riots, civil unrest, fire, explosion, flood, storms, earthquakes, subsidence, acts of terrorism, acts of war, natural disaster, or any other event that is beyond our reasonable control.
15. **Liability**
 - 15.1. We will be responsible for any foreseeable loss or damage that you may suffer as a result of our breach of these Terms and Conditions or as a result of our negligence. Loss or damage is foreseeable if it is an obvious consequence of the breach or negligence or if it is contemplated by you and us when the Contract is entered into. We will not be responsible for any loss or damage that is not foreseeable.
 - 15.2. We will not be responsible to you for any indirect or consequential losses including, but not limited to, any loss of profit, loss of business, interruption to business or loss of any business opportunity. In the event of a breach by us of our express obligations under these Terms and Conditions, your remedies will be limited to damages, which in any event, will not exceed the fees paid by you for the Materials and Services.
 - 15.3. We are not responsible for any pre-existing faults or damage in or to the Property that we may discover while providing the Services.
 - 15.4. We are not liable for any loss or damage you suffer which results from your failure to follow any reasonable instructions given by us.
 - 15.5. Nothing in these Terms and Conditions is intended to or will limit or exclude our liability for death or personal injury caused by our negligence or for fraud or fraudulent misrepresentation.
 - 15.6. Nothing in these Terms and Conditions is intended to or will limit any of your legal rights as a Consumer, where applicable. For more details of your legal rights, please refer to your local Citizens' Advice Bureau or Trading Standards Office.
16. **License and Copyright**
 - 16.1. Any designs, drawings or other documentation we provide will be in our standard format only. If additional copies or contract specific

requirements are needed, we reserve the right to apply additional charges.

- 16.2. Copyright in all such documents will remain vested in us, but where are permitted to do so, we will grant you a royalty-free non-exclusive licence to use and reproduce said documents for your own use solely in connection with the works. Any licence granted will be automatically revoked if any payment due under the Contract is not received by us in full.
- 16.3. We will have no liability for improper use of the documents other than that for which they have been prepared, or for amendments to the documents once they have been provided to you, and you agree to indemnify us from and against any loss arising from such improper use or amendments.
- 16.4. You warrant that any design, document or instruction furnished or given by you will not cause us to infringe any third party's intellectual property rights in the provision of our Services.
- 16.5. We reserve the right to take photographs of the Services for our own promotional purposes. Please advise us when accepting our Proposal if you do not agree to this.

17. How We Use Your Personal Information: All personal information that we may collect will be collected, used and held in accordance with the provisions of the Data Protection Act 2018, the UK General Data Protection Regulation 2016, and any subsequent amendments to them.

18. Other Important Terms

- 18.1. We may transfer (assign) or sub-contract our obligations and rights under these Terms and Conditions (and under the Contract, as applicable) to a third party (this may happen, for example, if we sell our business). If this occurs you will be informed by us in writing. Your rights under these Terms and Conditions will not be affected and our obligations under these Terms will be transferred to the third party who will remain bound by them.
- 18.2. You may not transfer (assign) or subcontract your obligations and rights under these Terms and Conditions (and under the Contract, as applicable) without our express written permission.
- 18.3. The Contract is between you and us. It is not intended to benefit any other person or third party in any way and no such person or party will be entitled to enforce any provision of these Terms and Conditions.
- 18.4. If any of the provisions of these Terms and Conditions are found to be unlawful, invalid or otherwise unenforceable by any court or other authority, that/those provision(s) will be deemed severed from the remainder of these Terms and Conditions and the remainder will be valid and enforceable.
- 18.5. No failure or delay by us in exercising any of our rights under these Terms and Conditions means that we have waived that right, and no waiver by us of a breach of any provision of these Terms and Conditions means that we will waive any subsequent breach of the same or any other provision.

19. Law and Jurisdiction

- 19.1. These Terms and Conditions and the relationship between you and us (whether contractual or otherwise) will be governed by, and construed in accordance with, the laws of England and Wales.
- 19.2. Any dispute, controversy, proceedings or claim between you and us relating to the Contract or these Terms and Conditions (whether contractual or otherwise) will be subject to the jurisdiction of the courts of England and Wales.