



Terms and Conditions of Pane in the Sash Limited

1) These terms

- These terms are in place to protect both the customer and Pane in the Sash Limited.
- These are the terms and conditions on which we supply our goods and services to you.
- Please read these terms carefully, these terms tell you who we are, how we will provide a service to you, what to do if there is a problem and other important information. If you would like to discuss these terms with us, please call us on 01260 224186 or email enquiries@paneinthesash.co.uk

2) Information about us and how to make contact with us

- We are Pane in the Sash Limited a company registered in England and Wales. Our company number is 10761169 and our registered address is Woodpecker Works Unit 7, Church Farm, Marton, Cheshire SK11 9HF. Our VAT number is 408 2541 15.
- You can contact us by telephone on 01260 224186 or by writing to us at enquiries@paneinthesash.co.uk or Pane in the Sash Ltd, Woodpecker Works Unit 7, Church Farm, Marton, Cheshire SK11 9HF.
- If we have to contact you, we will do so by telephone or by writing to you at the email address or postal address you provided to us.
- 'Writing' includes emails. When we use the words 'writing' or 'written' in these terms, this includes emails.

3) Our contract with you

- Our acceptance of your order for our goods and services will take place when you email to accept our estimation and you pay a none refundable deposit of £300 inc VAT at which point a contract will come into existence between you and us.
- In the unlikely event that we are unable to accept your order for our goods and services, we will inform you of this and will refund your deposit. Reasons to not accept your order might be because of unexpected limits in our resources which we could not reasonably plan for, because we have identified an error in the price or description of goods or because we are unable to meet deadlines that you have specified.
- Details, information and prices on our website or estimation documents are intended as a guide only and give a general approximation of the goods and

services only. They should not be relied upon by you unless we confirm to you in writing the final cost.

- Final quotations, once approved supersede any quotations or conversations prior to the final quotation being issued and agreed to.

4) Deposit

- Panels in the Sash require a non-refundable deposit of £300 inc VAT at the point of accepting your order.
- No works on providing any goods or services will take place until a deposit is taken.
- By paying your deposit you agree to the terms in this document.
- The deposit is to secure the booking at our workshop or onsite for the work on your project. We will provide a date for a final survey (if needed) to take place once the deposit is paid.
- A final quotation may be provided after the final survey.
- The deposit is non-refundable once the final survey has been completed.
- The initial deposit is deductible off the final invoice. This does not affect the customer's statutory rights.

5) Payments

- The price of the goods and services (which include VAT) will be the price for the goods and services stated on the final quotation issued to you.
- If the supply of goods and services is interrupted or delayed by you, we will charge you a rate of £400 plus VAT per day, (or pro rata for any less than a day) to reflect the additional time spent in providing goods and services which we were unable to factor into the price at the time of quotation.
- If any structural problems with your property are discovered at the time of installation of goods and services, we may increase the price of goods or services to cover any additional work required as a result. We will notify you of the price increase in writing, the notice will include an explanation of the need for the increase in the price.
- Payment can be made by BACS with no fee, or by credit or debit card which will incur a 5% service charge. We do not accept any other means of payment.
- We can charge interest if you pay late. If you do not make payment to us by the due date, we will charge interest to you on the overdue amount at a rate of 2% a day until the date of the actual payment of the overdue amount. You must pay us interest together with any overdue amount. Any work on your project during this period will be suspended.
- If outstanding invoices are not paid after 14 days, they are sent to our debt collection agency and an administration charge of £50 will be added to your invoice. At this stage any product or service guarantee is revoked.
- If the rate of VAT changes between your order date and the date we supply the goods or services, we will adjust the rate of VAT that you pay.

- We have the option to invoice on a weekly pro rata basis if works are longer than 3 days or decoration cannot be completed instantly due to environmental impacts such as bad weather.
- All invoices raised in accordance with the terms outlined in this document will be afforded no credit and hence due for payment as of the date the invoice is raised.
- Payment for goods and services will be invoiced as follows:

	Initial Payment	Before Delivery	Once Complete
New Box Sash/ Casement Windows and Doors	100%		Any additional costs. Joinery services, lead, waste removal.
Replace existing Sash Lights with New	100%		Any additional costs. Joinery services, lead, waste removal.
Painting/Decoration	50%		50%
All other joinery works/ materials	50%	50%	Any additional costs. Joinery services, lead, waste removal.
Call Out Charge	£75		Any additional costs. Joinery services, lead, waste removal.

6) Rights to make changes

- If you wish to make any changes to your order for goods and services, please contact us. We will let you know if the change is possible. If the change is possible, we will let you know about any changes to the price of the goods and services, the timing of supply or anything else which is necessary as a result of your requested change.

7) Your responsibilities

- The materials used in the goods and services are set out on your final quotation unless otherwise agreed in writing.
- You are responsible for checking all quantities and descriptions of the goods and services set out in the final quotation are accurate and adequate for your purpose.
- You are responsible at your own expense for any removal, alteration or replacement of fixtures and fittings that are required by us in order to install or provide the goods and services. Any assistance given to you by moving objects or items will be on a goodwill basis and is at your own risk. As such we do not accept any liability relating to or arising out of providing assistance.

- Any wires, aerials, cables etc going through joinery are to be removed prior to us starting work. We will not accept any liability for loss or damage caused to such wiring or to items connected to such wiring.
- We do not tolerate any verbal or physical abuse to our staff. If abuse occurs in any way, we will cancel the contract between you and us. In the event that this occurs, you must immediately pay us for all the goods and services we have provided to you, manufactured and or in the process of manufacture and you agree to make such payments.
- At the point of order for goods and services you agree to have any licences or consents in place (listed building consent, health and safety/security licences). You will have to pay the price for the goods and services and/or the cost if they need to be removed by us if any consents or licences are not granted.
- We are not responsible for delays outside of our control. If our supply of goods and services is delayed by any event outside of our control, then we will contact you and let you know asap and communicate updates on timescales, providing we do this we will not be liable for delays caused by the event.
- We will suspend the supply of goods and services if you do not pay when you are supposed to. See clause 5.
- You own a product which is goods once we have received payment in full. All items remain the property of Pane in the Sash Limited until full payment is received.

8) Rights to end the contract (ours and yours)

- Once you have received your final quotation you have the right to end the contract with us surrendering your £300 deposit. (See clause 4). To end the contract, please let us know by emailing us using our contact details above. Please provide your name, address and details of the order.
- We may end the contract if you break it by writing to you if:
 - You do not make payment when it is due for goods and services.
 - You do not agree to put in place the necessary consents or licences.
 - You are abusive to our staff.
- In the event that you end the contract or force us to end the contract for reasons bulleted above, you must immediately pay us for all the goods and services we have provided to you, manufactured and or in the process of manufacture and you agree to make such payments.

9) Refurbishments/Repairs

- When a sliding sash window is refurbished with double glazing, additional counterweight is likely to be required, which is chargeable at a rate of £3 per lb (subject to market cost) in addition to the prices quoted. The cost varies but could be between £80 and £200 per window dependent on the weight required.
- Window furniture, including pulleys, is not included in the prices quoted for refurbished windows.

- Renovated sash windows will still have some natural, archaic imperfections based on the original timber and its age. Your refurbished/renovated window will not look brand new and may mechanically still have slight imperfections.

10) Other important terms

- We will take pictures of the goods and services we have provided for marketing purposes. These pictures may be taken at your premises, being discreet to private information such as your address and house number. Unless you tell us in writing otherwise, you agree by entering into a contract with us that we may contact you for marketing purposes and use the pictures we take for marketing material.
- We offer a 3-year guarantee on the craftsmanship of new/replaced windows and doors. This guarantee is for new/replaced windows and doors supplied by Pane in the Sash only.
- All windows and doors must be fully decorated before installation.
- If new windows are not decorated (by Pane in the Sash or a specialist sash window decorator) the windows cannot be guaranteed, as environmental impacts can have an effect on the window which is out of our control.
- Every three years the windows will need to be re-decorated. We do not guarantee against wood rot.