

# ARCHITECTURAL BRONZE LIMITED

## TERMS AND CONDITIONS FOR THE SUPPLY OF GOODS AND SERVICES FOR

### 1. DEFINITIONS

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

**Base Rate:** the official dealing rate of the Bank of England current at the date that a payment is due under the Contract;

**Business Day:** a day other than Saturdays Sundays or Public Holidays;

**Contract:** the Contract between Us and You for the supply of Goods and/or Services in accordance with these Terms;

**Event Outside Our Control:** is defined in clause 17;

**Fee:** the price for the Goods and/or Services calculated and payable pursuant to clause 12;

**Final Offer:** Your order for the Goods and/or Services as set out overleaf;

**Goods:** the goods that We are selling to You as set out in the Final Offer;

**Goods Specification:** any specification for the Goods, including any relevant plans or drawings, that are agreed in writing by You and Us;

**Intellectual Property Rights:** all patents, rights to inventions, utility models, copyright and related rights, trade marks service marks, trade, business and domain names, rights in trade dress or get-up, rights in goodwill or to sue for passing off, unfair competition rights, rights in designs, rights in computer software, database right, topography rights, moral rights, rights in confidential information (including know-how and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered and including all applications for and renewals or extensions of such rights, and all similar or equivalent rights or forms of protection in any part of the world;

**Services:** the services that We are providing to You as set out in the Final Offer;

**Supplier Materials:** means all materials, equipment, documents and other property belonging to Us.

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

**We/Our/Us:** Architectural Bronze Limited registered number 9288067. Registered office Belton Park, Londonthorpe Road Grantham, Lincolnshire NG31 9SJ; and

**You/Your:** the person or firm who purchases the Goods and/or Services from Us;

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

### 2. OUR CONTRACT WITH YOU

- 2.1 This Final Offer is valid for a period of 30 days or such longer periods as may be agreed in writing.
- 2.2 Time is not the essence of the Contract. Project timelines issued at point of Final Offer are provisional only.
- 2.3 These are the terms and conditions on which We supply Goods, or Services, or both Goods and Services, to You.
- 2.4 Please ensure that the details on this Final Offer and in these Terms are complete and accurate, before You sign and submit the Final Offer to Us. 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.
- 2.5 When You sign and submit the Final Offer to Us, this does not mean We have accepted Your order for Goods and/or Services. Our acceptance of the Final Offer will take place as described in clause 2.6 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 Final Offer.

- 2.6 These Terms will become binding on You and Us when We issue You with a signed acceptance of the Final Offer and You have paid Us the deposit for the Goods and/or Services or We contact You that We are able to provide You with the Services or the Goods at which point the Contract will come into existence. If any of these Terms conflict with any term of the Final Offer signed as accepted by Us, the Final Offer signed by Us will take priority.
- 2.7 We shall assign an order number to the Final Offer and inform You of it when We confirm the Final Offer. Please quote the order number in all subsequent correspondence with Us relating to the Final Offer.
- 2.8 The images of the Goods on Our website or in Our catalogue or brochure are for illustrative purposes only. Although We have made every effort to display the colours accurately, We cannot guarantee they accurately reflect the colour of the Goods. Your Goods may vary slightly from those images
- 2.9 It is Your responsibility to ensure that all relevant listing, planning, building, local regulations and environmental consents are obtained and complied with and You should obtain all necessary permissions, consents and approvals prior to placing the Final Offer.
- 2.10 You must provide Us with all permissions, consents and approvals pursuant to clause 2.9. We will provide You with calculations for standard window and door sizes to assist You with Your discussions with Your Local Authority.
- 2.11 We will provide You with performance information, based on standard product sizes. We do not accept any liability for any compliance with Building Control requirements for Goods ordered and manufactured outside sizes tested and calculated by Us.
- 2.12 We will use reasonable endeavours to ensure that working plans, diagrams or drawings provided to You are adequate to facilitate the fitting of Goods in accordance with generally accepted construction industry practice.
- 2.13 You are responsible for ensuring the correct dimensions and design details of the Goods Specification and any additional drawings that may be required from Us in connection with the construction and installation of the Goods. Our Goods Specification and drawings are to be accepted by You or Your agent signing them to confirm acceptance. You must inform Us within 5 Business Days if the dimensions or details are not acceptable to You. Failure to notify Us within this timescale may cause unnecessary delays to project timelines and delivery schedules given to You by Us.

### **3. CHANGES TO ORDER OR TERMS**

- 3.1 We may revise these Terms from time to time in the following circumstances:
  - 3.1.1 changes in how We accept payment from You;
  - 3.1.2 changes in relevant laws and regulatory requirements.
- 3.2 If We have to revise these Terms under clause 3.1, We will give You at least one month's written notice of any changes to these Terms before they take effect. You can choose to cancel the Contract in accordance with clause 18.8.
- 3.3 You may make a change to the Final Offer for Goods and/or Services if We have not begun manufacture of the Goods and/or in Our view it does not have a detrimental effect on Our manufacturing schedule. Where this means a change in the total price of the Goods and/or Services, We will notify You of the amended price in writing and supply You with an amended Final Offer. You can choose to cancel a Final Offer in accordance with clause 18.8 in these circumstances.

### **4. MADE-TO-MEASURE GOODS**

- 4.1 We make the Goods according to the measurements and templates You provide Us. You can find information or advice on how to measure and template in Our brochure or on Our website, or by contacting Us.
- 4.2 Please make sure all measurements You supply to Us are correct and accurate and that templates are correct and marked up as specified by Us. 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.
- 4.3 Where We measure the Goods, We accept responsibility for the correct sizes of Our Goods, except where You have deviated from the preparation of openings to take Our Goods after We have measured for the Goods.

**5. BESPOKE WORK**

- 5.1 If You have asked Us to make any Goods which We agree to make but against Our recommendations and outside Our normal manufacturing parameters, the guarantees in clause 9 do not apply and We only guarantee that on delivery the Goods will be of satisfactory quality.
- 5.2 All calculations and test results given by Us relate to standard test sizes of Goods. Performance data and submissions for Building Control on any bespoke goods that are manufactured outside these standard test sizes do not apply and We will have no liability in relation to such performance data and submissions.

**6. DELIVERY OF GOODS**

- 6.1 Please note that timescales for delivery and delivery charges will vary depending on the availability of the Goods and Your delivery address.
- 6.2 We will contact You with an estimated delivery date. Occasionally Our delivery to You may be affected by an Event Outside Our Control. See clause 17 for Our responsibilities when this happens.
- 6.3 If You have asked to collect the Goods from Our premises, You can collect the Goods from Us at any time during Our working hours of 8am – 5pm Monday to Thursday and 8am – 2pm on Fridays.
- 6.4 We will ensure that each delivery of the Goods is accompanied by a delivery note which shows the date of the Final Offer, all relevant reference numbers, the type and quantity of the Goods (including the code number of the Goods, where applicable), special storage instructions (if any) and, if the Final Offer is being delivered by instalments, the outstanding balance of Goods remaining to be delivered.
- 6.5 Delivery of a Final Offer shall be completed when We deliver the Goods to the address You gave Us or You collect them from Us.
- 6.6 If no one is available at Your address to take delivery or You fail to provide Us with adequate delivery instructions, or any other instructions that are relevant to the supply of the Goods or the delivery, We will leave You a note that the Goods have been returned to Our premises, in which case, please contact Us to rearrange delivery. We reserve the right to charge You for frustrated attempts of delivery, to cover Our vehicle and labour costs.
- 6.7 If You fail to take delivery of the Goods and We have to store the Goods on Your behalf, We may, at Our discretion, charge You for all related storage costs and expenses, including insurance.
- 6.8 If We are not able to deliver the whole of the Final Offer at one time due to operational reasons or shortage of stock, We will deliver the Final Offer in instalments. We will not charge You extra delivery costs for this. However, if You ask Us to deliver the Final Offer in instalments, We may charge You extra delivery costs. Each instalment shall constitute a separate Contract governed by these Terms. If We are late delivering an instalment or one instalment is faulty, that will not entitle You to cancel any other instalment.
- 6.9 The Goods will be Your responsibility from the completion of delivery or from when You collect the Goods from Us. You need to arrange for insurance for the Goods from this point.
- 6.10 Where You are acting as a consumer You own the Goods once We have received payment in full.
- 6.11 Where You are acting as a business until title to the Goods has passed to You, You shall:
- 6.11.1 hold the Goods on a fiduciary basis as Our bailee;
  - 6.11.2 store the Goods separately from all other goods held by You so that they remain readily identifiable as Our property;
  - 6.11.3 not remove, deface or obscure any identifying mark or packaging on or relating to the Goods;
  - 6.11.4 maintain the Goods in satisfactory condition and keep them insured against all risks for their full price on Our behalf from the date of delivery;
  - 6.11.5 give Us such information relating to the Goods as We may require from time to time,
  - 6.11.6 but You may use the Goods in the ordinary course of Your business.
- 6.12 If before title to the Goods passes to You, You go into liquidation or a receiver or an administrator is appointed over Your assets or if You are a partnership You are dissolved, or We reasonably believe that any such event is about to happen and notify You accordingly, then, provided the Goods have not been resold, or irrevocably incorporated into another product, and without limiting any other right or remedy We may have, We may at any time require You to deliver up the Goods and, if You fail to do so promptly, enter any of Your premises or of any third party where the Goods are stored in order to recover them.
- 6.13 Clauses 6.11 and 6.12 will survive termination of the Contract.

**7. IF THE GOODS ARE FAULTY**

- 7.1 If You are acting as a consumer when purchasing the Goods and/or Services, 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.

**8. THIRD-PARTY MANUFACTURER'S GUARANTEE OF GOODS**

- 8.1 The parts of the Goods not manufactured by Us come with a manufacturer's guarantee. For details, please refer to the manufacturer's guarantee which is available on request.
- 8.2 If You are acting as a consumer when purchasing the Goods this guarantee is in addition to 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.

**9. SELLER'S GUARANTEE OF GOODS**

- 9.1 Subject to the conditions set out below, Our Bronze Casements and doors are guaranteed against major structural defects for a period of 6 years from delivery.
- 9.2 Subject to the conditions set out below double glazed units are guaranteed against major structural defects for a period of 5 years (excluding encapsulated glass) from delivery.
- 9.3 Subject to the conditions set out below timber frames are guaranteed for a period of 5 years from delivery against major structural defects, excluding anticipated movement and variations as described in Our timber information sheet BR-IS42.
- 9.4 No guarantees whatsoever as to the fitness for purpose are given or implied by Us in relation to seals, hardware and fixings used in the construction and installation of Our windows and doors included within the Goods and not manufactured by Us (3<sup>rd</sup> party product), We will on request assign to You such rights as We may have against such third party manufacturers.
- 9.5 In the event of major structural defect in its materials, workmanship or design of the Product being found in the first 1 year from delivery, We shall carry out the necessary remedial work at Our expense including labour and materials.
- 9.6 Unless otherwise decided by Us, You will be responsible for minor repairs to the Goods for example replacement gaskets, or weather seals if damaged during general use.
- 9.7 In respect of major structural defects between 1 and 6 years, We will be responsible for all materials, but We reserve the right to charge You reasonable costs for travelling, labour and accommodation and any other costs associated with remedial work.
- 9.8 You must notify Us in writing within 14 days of the alleged defect becoming known to You (and in any event within the warranty periods set out in clauses 9.1, 9.2 and 9.3 and give Us a reasonable opportunity to examine the alleged defect.
- 9.9 We reserve the right to make a charge if, following investigation or a site visit concerning 'Warranty work', it is found that the reported issue is not covered by Our warranty.
- 9.10 The guarantee only applies if We have received from the You full payment of the agreed price for the Goods.
- 9.11 We will not be liable for any defects in the Goods arising from poor storage prior to installation, including lack of protection from construction or other corrosive materials, or atmospheric conditions, failure to maintain the Goods and/or to follow Our written or oral recommendations, fair wear and tear, Your or a third party's wilful damage, negligence or misuse.
- 9.12 You must fully check the Goods for compliance with the Goods Specification prior to installation. We will not be liable for any costs arising from removal and refitting of any replacement Goods due to incorrect Goods Specification supplied by You.
- 9.13 We will not be liable if, after delivery, any alteration or repair is carried out to the Goods without Our prior written approval.
- 9.14 We reserve the right to replace any defective Goods with a suitable alternative if required under the terms of Our warranty.
- 9.15 We will decide whether to repair the Goods in situ, or to make a replacement delivery of Goods.
- 9.16 This guarantee applies throughout the UK and for the avoidance of doubt the name and address of the guarantor is Architectural Bronze Limited, Londonthorpe Road, Grantham, Lincolnshire NG31 9SJ.

## **10. PROVIDING SERVICES**

- 10.1 We will supply the Services to You from the date estimated at the time of Final Offer or the date agreed between You and Us in writing, until the completion of the Final Offer.
- 10.2 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 17 for Our responsibilities when an Event Outside Our Control happens.
- 10.3 We will need certain information from You that is necessary for Us to provide the Services, for example, access, facilities, equipment available to perform 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. 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 10.3, You may be required to pay for the Services while they are suspended, and this does not affect Your obligation to pay for any invoices We have already sent You.
- 10.4 We may require safe and secure storage facilities for the Goods prior to installation.
- 10.5 We will not commence Services if the site is not prepared to the standard required in order to receive Our Goods, pre agreed scaffold is not in situ, the site is not Health & Safety compliant, or there are obstructions that prohibit Our work on site. You may be required to pay for the Goods whilst We store them on Your behalf.
- 10.6 We may have to suspend the Services if We have to deal with technical problems, or to make alterations agreed between You and Us. We will contact You to let You know in advance where this occurs, unless the problem is urgent or an emergency. You may have to pay for the Services while they are suspended under this clause 10.6 and this does not affect Your obligation to pay for any invoices We have already sent You.
- 10.7 If You do not pay Us for the Services when You are supposed to as set out in clause 12.5, We may suspend the Services with immediate effect until You have paid Us the outstanding amounts (except where You dispute an invoice under clause 12.8). We will contact You to tell You this. This does not affect Our right to charge You interest under clause 12.7.

## **11. IF THERE IS A PROBLEM WITH THE GOODS AND/OR SERVICES**

- 11.1 In the unlikely event that there is any defect with the Services or Goods:
  - 11.1.1 please contact Us and tell Us as soon as reasonably possible, confirmed in writing;
  - 11.1.2 please give Us a reasonable opportunity to repair or fix any defect; and
  - 11.1.3 We will use every effort to repair or fix the defect as soon as reasonably practicable.
- 11.2 You will not have to pay for Us to repair or fix a defect with the Services or Goods if the problem arises within the timescales as laid out within Our terms of Our warranty – in clause 9.5.
- 11.3 If You are acting 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.

## **12. PRICE AND PAYMENT**

- 12.1 The price of the Goods and/or the Services are stated in Sterling will be set out in Our guide price list in force at the time We confirm Your Final Offer. Our prices may change at any time, but price changes will not affect Final Offers that We have confirmed with You provided that We may change the price for Goods that are scheduled for delivery more than 6 months after the date of Your Final Offer to reflect increases in materials, wages and overheads. We will agree any such price changes with You first.
- 12.2 These prices exclude VAT. Where Goods and/or Services are to be delivered outside the UK the price also excludes all import duties, taxes and other professional fees. All such duties and taxes are payable by You in accordance with UK tax legislation in force at the tax point date.
- 12.3 The prices for the Goods exclude delivery costs, which will be added as a separate item, unless to be included as part of an installation.
- 12.4 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 internal 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 in Our quote, 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.

12.5 Where We are providing Goods to You, You must make payment for Goods in advance by cheque, debit card, or bank transfer. Credit cards will only be accepted on Bronze deposits and only up to the value of £5,000. Credit cards will not be accepted on subsequent stage payments.

12.6 Where We are providing Services to You, We will ask You to make an advance payment of 50% of the price of the Services. Your rights to a refund on cancellation are set out in clause 18. We will invoice You for the balance of the Services on or any time after We have performed the Services. Each invoice will quote the Final Offer number. You must pay each invoice in cleared monies within 7 calendar days at the date of invoice.

Payments can be made by:

BACS transfer - by due date

DEBIT CARD - by due date

CREDIT CARD – for deposits only, up to the value of £5,000. Please note that credit cards will not be accepted for subsequent stage payments.

CHEQUE – to reach our office one week prior to due date

Should you wish to pay by BACS our bank details are as follows:

Account Name: Architectural Bronze Ltd

Lloyds Bank

Account No: 17295760

Sort Code: 30-93-58

12.7 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 8% 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. We reserve the right to also apply an administration charge at the rate dictated by government guidelines, relevant to the amount outstanding.

12.8 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 12.7 will not apply for the period of the dispute.

### **13. OUR LIABILITY TO YOU WHERE YOU ARE A CONSUMER**

13.1 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 these terms or Our negligence. Loss or damage is foreseeable if they were an obvious consequence of Our breach, or if they were contemplated by You and Us at the time We entered into the Contract. We are not responsible for any loss or damage that is not foreseeable.

13.2 If We are installing the Goods and/or providing the Services at 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.

13.3 We only supply the Goods and/or Services for domestic and private use except as expressly agreed in writing by Us. Except as agreed by Us in writing, 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. Separate exclusions and limitations of liability set out in clause 14 apply where We supply Goods or Services for commercial, business or resale purposes.

13.4 We do not exclude or limit in any way Our liability for:

13.4.1 death or personal injury caused by Our negligence or the negligence of Our employees, agents or subcontractors;

13.4.2 fraud or fraudulent misrepresentation;

13.4.3 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);

- 13.4.4 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
- 13.4.5 defective products under the Consumer Protection Act 1987.

**14. LIMITATION OF LIABILITY: THE CUSTOMER'S ATTENTION IS PARTICULARLY DRAWN TO THIS CLAUSE WHERE YOU ARE A BUSINESS**

- 14.1 We do not exclude or limit in any way Our liability for:
  - 14.1.1 death or personal injury caused by Our negligence or the negligence of Our employees, agents or subcontractors;
  - 14.1.2 fraud or fraudulent misrepresentation;
  - 14.1.3 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);
  - 14.1.4 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
  - 14.1.5 defective products under the Consumer Protection Act 1987.
- 14.2 Subject to clause 14.1:
  - 14.2.1 We shall under no circumstances whatever be liable to You whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of profit, or any indirect or consequential loss arising under or in connection with the Contract; and
  - 14.2.2 Our total liability to You in respect of all other losses arising under or in connection with the Contract, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall in no circumstances exceed the value of the Contract.
- 14.3 The terms implied by sections 13 to 15 of the Sale of Goods Act 1979 and the terms implied by sections 3 to 5 of the Supply of Goods and Services Act 1982 are, to the fullest extent permitted by law, excluded from the Contract.
- 14.4 This clause 14 shall survive termination of the Contract.

**15. INTELLECTUAL PROPERTY RIGHTS**

- 15.1 All Intellectual Property Rights in or arising out of or in connection with the Services shall be owned by Us.
- 15.2 You acknowledge that, in respect of any third party Intellectual Property Rights in the Services, Your use of any such Intellectual Property Rights is conditional on Us obtaining a written licence from the relevant licensor on such terms as will entitle Us to license such rights to You.
- 15.3 All Supplier Materials are Our exclusive property.
- 15.4 If We design the Goods for You, We will own the Intellectual Property Rights in the Goods and any drafts, drawings or illustrations We make in connection with the Goods for You.

**16. CONFIDENTIALITY**

A party (**Receiving Party**) shall keep in strict confidence all technical or commercial know-how, specifications, inventions, processes or initiatives which are of a confidential nature and have been disclosed to the Receiving Party by the other party (**Disclosing Party**), its employees, agents or subcontractors, and any other confidential information concerning the Disclosing Party's business or its products or its services which the Receiving Party may obtain. The Receiving Party shall restrict disclosure of such confidential information to such of its employees, agents or subcontractors as need to know it for the purpose of discharging the Receiving Party's obligations under the Contract, and shall ensure that such employees, agents or subcontractors are subject to obligations of confidentiality corresponding to those which bind the Receiving Party. This clause 16 shall survive termination of the Contract.

**17. EVENTS OUTSIDE OUR CONTROL**

- 17.1 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.
- 17.2 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 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, breakdown of plant or machinery, failure of utility service or transport network or default of supplier or subcontractor.

- 17.3 If an Event Outside Our Control takes place that affects the performance of Our obligations under these Terms:
- 17.3.1 We will contact You as soon as reasonably possible to notify You; and
  - 17.3.2 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.
- 17.4 You may cancel the Contract if an Event Outside Our Control takes place and You no longer wish Us to provide the Goods and/or Services. Please see Your cancellation rights under clause 18 We will only cancel the Contract if the Event Outside Our Control continues for longer than 8 weeks in accordance with Our cancellation rights in clause 18.

**18. YOUR RIGHTS TO CANCEL AND APPLICABLE REFUND**

- 18.1 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 3.3 to Your material disadvantage:
- 18.2 You may cancel any Order for Goods and/or Services within 3 calendar days of placing a Final Offer by contacting Us. We will confirm Your cancellation in writing to You.
- 18.3 If You cancel an Order under clause 18.2 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 to You.
- 18.4 However, if You cancel an Order for Services under clause 18.2 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.
- 18.5 Unfortunately, as the made-to-measure Goods are made to Your requirements, You will not be able to cancel Your Final Offer 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).
- 18.6 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, less any reasonable costs incurred by Us in preparation for the Services at point of cancellation.
- 18.7 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:
- 18.7.1 We break this Contract in any material way and We do not respond to or attempt rectify a reported problem within 28 days of You asking Us to in writing;
  - 18.7.2 We go into liquidation or a receiver or an administrator is appointed over Our assets;
  - 18.7.3 We change these Terms under clause 3.3 to Your material disadvantage;
  - 18.7.4 We are affected by an Event Outside Our Control.

**19. OUR RIGHTS TO CANCEL AND APPLICABLE REFUND**

- 19.1 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. We will promptly contact You if this happens.
- 19.2 If We have to cancel an Order under clause 19.1 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 to You.



- 19.3 Where We have already started work on Your Order for made-to-measure Goods or Services by the time We have to cancel under clause 19.1, We will not charge You anything and You will not have to make any payment to Us.
- 19.4 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.
- 19.5 We may cancel the Contract for Goods and/or Services at any time with immediate effect and recover all sums due from You to Us by giving You written notice if:
- 19.5.1 You do not pay Us when You are supposed to as set out in clause 12.6. This does not affect Our right to charge You interest under clause 12.7; or
  - 19.5.2 You break the Contract in any other material way and You do not correct or fix the situation within 30 days (unless otherwise agreed) of Us asking You to in writing; or
  - 19.5.3 You go into liquidation or a receiver or an administrator is appointed over Your assets or if You are a partnership You are dissolved or You are declared bankrupt; or
  - 19.5.4 You fail to disclose prior to placing Your Final Offer, anything that will cause variation or affect suitability to Our quotation for Goods or Services, such as site conditions, drawings or measurements supplied.

## **20. INFORMATION ABOUT US AND HOW TO CONTACT US**

- 20.1 We are a company registered in England and Wales. Our company registration number is 9288067 and Our registered office is at Belton Park, Londonthorpe Road, Grantham, Lincolnshire NG31 9SJ. Our registered VAT number is GB 203 1809 50.
- 20.2 If You have any questions or if You have any complaints, please contact Us. You can contact Us by telephoning customer services on 0845 6000 660 or e-mailing Us at [s.butcher@bronzecasements.com](mailto:s.butcher@bronzecasements.com).
- 20.3 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), You can send this to Us by e-mail, by hand, or by pre-paid post to Architectural Bronze Limited at Belton Park, Londonthorpe Road, Grantham, Lincolnshire NG31 9SJ. 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.

## **21. HOW WE MAY USE YOUR PERSONAL INFORMATION**

- 21.1 We will use the personal information You provide to Us to:
- 21.1.1 provide the Goods and/or Services;
  - 21.1.2 process Your payment for such Goods and/or Services; and
  - 21.1.3 inform You about similar products or services that We provide, but You may stop receiving these at any time by contacting Us.
- 21.2 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.
- 21.3 We will not give Your personal data to any other third party.

## **22. OTHER IMPORTANT TERMS**

- 22.1 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.
- 22.2 You may transfer the benefit of the guarantee in clause 9 to any purchaser of Your property. You may only transfer Your other rights or Your obligations under these Terms to another person if We agree in writing.
- 22.3 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 9 if You transfer it to them, but We and You will not need their consent to cancel or make any changes to these Terms.
- 22.4 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.

- 22.5 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.
- 22.6 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.

### **23. CONSTRUCTION OPERATIONS**

Where the Housing Grants Construction and Regeneration Act 1996 as amended by the Local Democracy, Economic Development and Construction Act 2009 applies to the Services then the following clauses 23-26 shall apply to the Contract.

### **24. PAYMENT**

- 24.1 The Fee shall be calculated and paid in instalments in accordance with Clause 12. If not set out in Clause 12, the Fee shall be paid at intervals of not less than one month, beginning one month after We begin performing the Services.
- 24.2 We shall submit to You an invoice for each instalment of the Fee, together with any supporting documents (if any) that are reasonably necessary to check the invoice. The invoice and supporting documents (if any) shall specify the sum that We consider will become due on the payment due date in respect of the instalment of the Fee, and the basis on which that sum is calculated.
- 24.3 Payment shall be due on the date You receive each invoice.
- 24.4 No later than five days after payment becomes due, You shall notify Us of the sum that You consider to have been due at the payment due date in respect of the payment and the basis on which that sum is calculated.
- 24.5 The final date for payment shall be 14 days after the date on which payment becomes due.
- 24.6 Unless You have served a notice under clause 24.7, You shall pay Us the sum referred to in the notice under clause 24.4 (or, if You have not served notice under clause 24.4, the sum referred to in the invoice referred to in clause 24.2) (in this clause 24, "the notified sum") on or before the final date for payment of each invoice.
- 24.7 Not less than 7 days before the final date for payment (in this clause 24, the prescribed period), You may give Us notice that You intend to pay less than the notified sum (in this clause 24, "a pay less notice"). Any pay less notice shall specify:
- (a) the sum that the payer considers to be due on the date the notice is served; and
  - (b) the basis on which that sum is calculated.
- 24.8 If You fail to pay an amount due to Us by the final date for payment and fail to give a pay less notice under clause 24.7, simple interest shall be added to the unpaid amount from the final date for payment until the actual date of payment. This shall be calculated on a daily basis at the annual rate of 8% above the Base Rate. The parties acknowledge that Your liability under this clause 24.8 is a substantial remedy for the purposes of section 9(1) of the Late Payment of Commercial Debts (Interest) Act 1998. We reserve the right to also apply an administration charge at the rate dictated by government guidelines, relevant to the amount outstanding.

**25. SUSPENSION**

25.1 If:

- (a) You fail to pay in full the notified sum to Us under the Contract by the final date for payment under clause 24; and
- (b) You have not given a pay less notice complying with clause 24.7,

We may suspend the performance of any or all of the Services and other obligations under the Contract by giving not less than 7 days' notice to You of Our intention to do so and stating the ground or grounds on which We intend to suspend performance.

25.2 In the event of a suspension in accordance with the Contract, You shall pay to Us:

- (a) a reasonable amount in respect of costs and expenses reasonably incurred by Us as a result of any exercise of Our right referred to in clause 25.1; and
- (b) and such payment shall be Our sole compensation for suspension of Our Services and obligations under the Contract.

**26. DISPUTES**

26.1 Subject to either party's right to adjudicate at any time, the parties shall use their reasonable endeavours to resolve any dispute or difference between them through negotiation or mediation.

26.2 Notwithstanding any other provision of the Contract either party may refer a dispute arising under the Contract to adjudication at any time under Part I of the Scheme for Construction Contracts (England and Wales) Regulations, which Part shall take effect as if it was incorporated into this clause.

26.3 The adjudicator shall be appointed upon the request of either party by the President or Vice President of the Royal Institution of Chartered Surveyors.