

Terms and Conditions

1. Save where otherwise agreed in writing Andy Whitelaw Joinery ('the Company') shall execute the works on the following terms and conditions, which are incorporated into the contract between the Company and the customer and the acceptance of the Company's quotation will signify acceptance of these terms and conditions.
2. The Company shall comply with and give all notices required by any statute, any statutory instrument, rule or order or any regulation or bye-law applicable to the works and shall pay all fees and charges in respect of the works legally recoverable from it.
3. The Company shall complete the works in accordance with this quotation with due diligence and in a good and workmanlike manner using materials and workmanship of the quality and standards therein specified.
4. The Company shall use its best endeavours to complete the works within any period of time specifically agreed in writing between the Company and the customer, but this will not form the basis of the contract and the Company shall not be liable for any delays caused by reasons beyond its reasonable control, including but without prejudice to the generality of the foregoing, inclement weather and delays in obtaining materials from suppliers.
5. In the event of any variation to the works by the customer, either orally or in writing, this variation will be confirmed by the Company in writing and unless the order is rescinded within seven days shall be treated as confirmed.
6. Wherever possible a quotation will be given for any additional works or variations to the contract, but otherwise will be charged at a fair price based on the variation.
7. The Company will not be liable to the customer for any unforeseen site conditions not apparent at time of survey and without opening up the existing structure or groundworks.
8. If on installation the building is found to have any structural defects, infestation or other serious defect the Company shall inform the customer accordingly and agree to postpone the works until the customer, at the customer's expense, has rectified the problem.
9. In the event of any such postponement the Company shall be entitled to be paid for all materials on site.
10. All materials and equipment on site which form part of the contract works shall remain the property and be in exclusive possession of the Company until such time as the contract sum has been paid in full.
11. Value Added Tax will be charged at the rate prevailing at the time of completion of the works.
12. The Company shall be entitled to payment as follows and as detailed in this quotation:
 - a. Deposit with order
 - b. Stage payments
 - c. Balance in full on completion of work
13. The Company shall be entitled to charge interest on all outstanding monies at the rate of 5% over Bank of England Base rate prevailing at the time the monies are due.
14. In the event of any dispute arising during the course of or subsequent to completion of the contract the customer will not be entitled to withhold payment in excess of an amount representing a reasonable valuation of the work required to rectify or replace any allegedly defective works which are the subject of the dispute.
15. The quotation includes for essential making good after fitting/installation but does not include for redecoration and ancillary works such as refitting curtain rails, alarms, telephone points etc.
16. In addition to its statutory obligations the Company guarantees the works against faulty materials and workmanship after installation as follows:
 - a. Hardwood and PVCu extrusions and vacuum formed panels are guaranteed not to discolour or degenerate structurally for a period of ten years
 - b. Sealed double glazed units are guaranteed not to form condensation within the cavity for a period of five years
 - c. All mechanical parts such as locks, hinges, handles etc that are subject to wear and tear are guaranteed against malfunction under normal use for a period of one year
17. This guarantee is conditional on the works being adequately and properly maintained and does not cover any physical damage caused by misuse, impact, abrasion, or cleaning with a non-proprietary chemical.
18. Notice of any claim under this guarantee must be made in writing to the Company within fourteen days of the alleged defect becoming apparent.

19. This guarantee is not transferable unless requested in writing and agreed to by the Company, and is subject to an administration fee, which will be advised by the Company at the time of the request.

Right to cancel

You have the right to cancel this contract within 14 days without giving any reason.

The cancellation period will expire after 14 days from the day on which you acquire, or a third party other than the carrier and indicated by you acquires, physical possession of the goods.

To exercise the right to cancel, you must inform us* of your decision to cancel this contract by a clear statement (e.g. a letter sent by post or e-mail). You may use the attached cancellation form, but it is not obligatory

To meet the cancellation deadline, it is sufficient for you to send your communication concerning your exercise of the right to cancel before the cancellation period has expired.

*Andy Whitelaw Joinery, 7 Waterhouse Lane, Scarborough, YO11 1DW, 01723 375070

Effects of cancellation

Cancellation of order will be accepted without any charge provided no work has been done nor any special materials ordered which cannot be cancelled. Any work carried out prior to cancellation will be charged on a quantum merit basis save that cancellation will not be accepted in respect of any order the manufacture of which has been substantially completed.

We will make the reimbursement without undue delay, and not later than –

- a) 14 days after the day we receive back from you any goods supplied, or
- b) If there were no goods supplied, 14 days after the date on which we are informed about your decision to cancel this contract.

We will make the reimbursement using the same means of payment as you used for the initial transaction, unless you have expressly agreed otherwise; in any event, you will not incur any fees as a result of the reimbursement.

Cancellation form

To Andy Whitelaw Joinery, 7 Waterhouse Lane, Scarborough, YO11 1DW

I/We [*] hereby give notice that I/We [*] cancel my/our [*] contract of sale of the following goods[*]/for the supply of the following service[*],

Ordered on [*]/received on [*], _____

Name of consumer(s),

Address of consumers(s),

Signature of consumer(s), (only if this form is notified on paper),

Date, _____

[*] Delete as appropriate