

Terms and Conditions of Sale

1. In these conditions of sale, The Company means as per the details in the header. The "Customer" means the person, firm or company from whom an order is accepted by the Company. "Goods" means goods or services which are subject of such an order be it placed verbally or in writing.
2. The Customer agrees to purchase and have installed the Goods specified in the form of an order and in accordance with the final quotation number detailed in this agreement.
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. 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either orally or in writing, this variation will be confirmed by the Company in writing and unless the order is rescinded within seven days shall be treated as confirmed.
5. 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.
6. 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.
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. The Customer will provide the free use of a reasonable amount of water and electricity.
10. The Company will take all reasonable care of the Customer's property when carrying out the work but cannot accept liability for re-decoration.
11. The contract price does not include for the repair or replacement of any rotten timber, defective lintels, hidden services or hazardous materials such as asbestos found during the course of carrying out the works or for the repair otherwise of any other structural defects unless such work is specified in the schedule of work. Any such work found to be necessary will be brought to the attention of the Customer and will be the subject of a separate quotation.
12. The Company does not undertake to move services, fixtures or fittings which are ancillary to the basic structure of the property, e.g. radiators, pipes, electricity, telephone or television cables and the Customer shall remove all household fixtures, including curtains, nets and blinds, before the installation is due to commence. The Company does not take any responsibility for damage caused to any of the above, if not removed by the Customer whilst work is executed. The Company reserves the right to charge for wasted time if it is unable to carry out work due to site specific restrictions/conditions.
13. No undertaking can be given that the Customer's existing doors, windows and/or frames can be removed so as to be fit for re-use or any other purpose and they will be removed from the site and disposed of unless the Customer instructs the installer to leave them. Every effort will be made to protect and clean working areas as best as practicable, but the Company cannot be held responsible for small fragments /splinters/ particles, which may still be present.
14. The Customer agrees to permit access to the Company, its servants and workmen to the installation address at all reasonable times in order that the Company may carry out the works scheduled. If, within 28 days of being advised that the Company is ready to install, the Customer has not agreed to an installation date, the balance of the **bespoke product*** supply cost becomes payable. A bespoke product is one that has been designed and manufactured to the Customer's specification and/or made to measure. For example, including, but not solely; glass, frame colour or hardware specification.
15. Orders are individually manufactured, and any Goods not used in their intended location in the Customer's premises cannot be credited against the contract price.
16. Value Added Tax will be charged at the rate prevailing at the time of completion of the works.
17. The Company shall be entitled to payment as follows and as detailed in the quotation:
 - i) Deposit with order **(50%)**
 - ii) Stage payment of **(30%)** on delivery of the goods
 - iii) Balance in full on completion of work **(20%)**
18. The total outstanding balance is payable immediately after the Goods have been properly installed or delivered in accordance with the terms of the contract. Payment is to be made to the installer in cash or by cheque made payable to the Company. Any outstanding balances not paid in full by the Customer on the date of the installation will be compounded at a monthly interest rate of 2.5%
19. The Company reserves the right to cancel this order in the event that the surveyor is not entirely happy that the Company can fulfil its obligations to the Customer within the contract price. In this event, any deposit or monies in respect of the contract will be refunded in full by the Company.
20. The Customer hereby acknowledges that the items and diagrams in this contract have been checked and are correct.
21. 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.
22. Risk shall pass to the Customer when Goods leave the Company's premises where the Customer collects. Risk shall pass to the Customer when Goods have been installed by the company.
23. Notwithstanding that the risk in the Goods has passed to the Customer, the ownership of the Goods shall remain with the Company which reserves the right to possession and to dispose of the goods until such time that payment has been received in full by the Company and cleared through the Company's bank account.
24. In addition to its statutory obligations the Company guarantees the works against faulty materials and workmanship after installation as follows:
 - i) Hardwood and PVCu extrusions and vacuum formed panels are guaranteed not to discolour or degenerate structurally for a period of **ten** years
 - ii) Sealed double glazed units are guaranteed not to form condensation within the cavity for a period of **five** years
 - iii) 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

25. 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.
26. Notice of any claim under this guarantee must be made in writing to the Company within fourteen days of the alleged defect becoming apparent.
27. 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.
28. The company does not deem the contract complete for the purposes of ordering a Building Control Certificate until the consumer has paid in full and has signed a customer acceptance of installation sheet confirming the customers satisfaction with the installation and the completion of any snagging issues.
29. The Company reserves the right to make minor variations in the specification of any of its products at its discretion and without prior notice to the Customer, in keeping with the Company's policy of continuous development and improvement. Any specification changes will be of an equal or improved product standard.
30. Any product guarantee will come into effect immediately upon completion of the works provided that the full price has been received (less any appropriate amount in the event of defects) by the Company on the due date.
31. It should be clearly understood that no alteration or cancellation of the order, if signed by the Customer "subject to building society/bank/finance company approval", can be made, unless written confirmation of the refusal of finance received from the building society/bank/finance company concerned is provided to the Company. At that time, this Contract will be deemed to be null and void and any deposit which has been paid will be returned to the Customer.
32. The delivery or installation period quoted is that anticipated at the time of the order and will be improved on if possible. In the event that this contract is not completed within the specified delivery period, the Customer may serve notice on the company in writing, requiring that the work be carried out and completed within six weeks. If the work is not completed within such extended period, the Customer may cancel the uncompleted work covered by the contract without penalty on either side and without loss of any deposit paid by serving written notice by recorded delivery post to the Company. Notwithstanding the foregoing, the Company shall not be liable for any delay in the completion of work which arises from causes beyond the reasonable control of the Company; In the event that time has been made the essence of the contract, time shall not run during such delay or when a delay due to the customer.
33. The Company's liability to the Customer in respect of the direct or indirect consequences of any breach or non-performance howsoever caused or of the strikes or of lock-outs or of any other circumstance beyond the Company's control or of non-supply by a third party or arising out of negligence or of any misrepresentation or of force majeure or of any other tort or breach of statute by the Company, its employees or its agents shall be limited to the price of the goods which are subject matter of the particular order. The Company reserves the right to treat the contract as at an end with no compensation payable to the Customer.
34. The Company does not claim or guarantee that its products eliminate or even reduce the incidence of condensation.
35. The Company will, at its sole discretion, repair or replace all goods that are or become defective by reason of faulty materials or workmanship in line with our written guarantee.
36. In the event of a dispute between the parties the customer shall agree to use, and be bound by the terms of, the dispute resolution services provided by the company's Certification Body or Competent Person Scheme Operator
37. Nothing in these terms and conditions shall be interpreted as excluding or restricting the statutory rights of the Customer.
38. The formation, construction and performance of this agreement shall be governed in all by English Law.

Ebben and Yorke are a Certass registered company.

We are also vetted by Homepro (www.homepro.com) and have been certified as a reputable contractor.

This is based on the following criteria: -

1. Legal and financial checks to investigate the contractor's stability
2. Reference checks from previous customers and scores for quality, timeliness, value for money and courtesy.

We offer through them an insurance backed guarantee (IBG) to protect your financial investment which is above and beyond the guarantee detailed above.

This is an insurance that protects the customer should the contractor cease to trade and is unable to either complete the work or honour the terms of the guarantee given to you on the completed project.

It covers :-

- Workmanship by your contractor for a period of up to 10 years.
- Materials used by your contractor for the period of the manufacturers guarantee to a maximum of 10 years.
- Recovery of Deposit Payments up to 25% of contract value to a maximum of £10000. The cover lasts for 90 days from payment of deposit.

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, fax or e-mail). You may use the attached cancellation form, but it is not obligatory. You can also electronically submit your notice to cancel or any other clear statement on our website via the contact page or email**. If you use this option, we will communicate to you an acknowledgement of receipt of such a cancellation by email without delay.

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.

*Ebben and Yorke Retail Ltd, Showroom manager, No 23 Mitchells Centre, Weeford Road, Sutton Coldfield, Birmingham, West Midlands, B75 6NA.

Effects of cancellation

If you cancel this contract, we will reimburse to you all payment received from you, including the costs of delivery (except for the supplementary costs arising if you chose a type of delivery other than the least expensive type of standard delivery offered by us).

We may make a deduction from the reimbursement for loss in value of any goods supplied, if the loss is the result of unnecessary handling by you.

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

1. a) 14 days after the day we receive back from you any goods supplied, or
2. 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.

We will collect the goods.

If you requested to begin the performance of services during the cancellation period, you shall pay us an amount which is in proportion to what has been performed until you have communicated us your cancellation from this contract, in comparison with the full coverage of the contract.

Cancellation form

To Ebben and Yorke Retail Ltd, Showroom manager, No 23 Mitchells Centre, Weeford Road, Sutton Coldfield, Birmingham, West Midlands, B75 6NA. Tel: 01213080899 Email:office@ebbenadyorke.co.uk

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 [*], _____

Quote No or Invoice No _____

Name of consumer(s), _____

Address of consumers(s), _____

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

_____ Date, _____

[*] Delete as appropriate