

Ayrtton Bespoke Limited Conditions of Sale and Product

This Agreement is entered into between the following:

i. Ayrtton Bespoke Limited (company number 02235366) of The Showroom, 406-408 Merton Road, London, SW18 5AD, referred to in this Agreement as "The Company", "we", "us" and "our"; and

ii. the person or firm who pays a deposit to the Company in respect of the Product/Goods detailed in the Quotation referred to in this Agreement as "The Customer", "you", and "your". In the event that the Customer is not an individual the person signing the order, or making payment of a deposit, or requesting goods or services from the Company in writing shall be deemed to have the requisite authority to bind the Customer to the agreement and alter or cancel orders on behalf of the Customer.

each a "party" and together the "parties".

1 Definitions and Interpretation

1.1 In this Agreement, the following words and expressions have the following meanings:

"The Agreement" shall consist of the schedule of goods and services detailed in the Quotation, together with these Conditions of Sale and the written payment schedule as amended from time to time in accordance with Clause 13.3.

"The Quotation" shall be the final version of the written document containing a description of the Product/Goods provided to the Customer by the Company and details the particulars of this Agreement.

"The Price" shall be the total sum shown in the Quotation.

"The Product/Goods" shall be the goods and services (or any part of them) detailed in the Quotation.

"The Warranty" shall be the Company's product warranty as detailed in Clause 9 of these Conditions of Sale.

"The Delivery Location" shall be the location set out in the Quotation.

"The Order" shall be the Customer's order for the Product/Goods, as set out in the Quotation.

"Force Majeure Event" shall be any event, circumstance or cause outside our reasonable control and affecting our ability to perform any of our obligations under this Agreement including acts of God, pandemics, epidemics, fire, flood, dangerous driving conditions and/or road closures caused by snow and/or ice, lightning, freezing temperatures, natural disaster, war, revolution, act of terrorism, imposition of sanctions, traffic incidents, riot or civil commotion, strikes, lock-outs or other industrial action, seizures under legal or regulatory process, collapse of buildings, explosions, or any failure or downtime in respect of any telephony or mobile communications and/or other utility service.

"Specification" shall be any specification for the Product/Goods, including any related plans and drawings, that is agreed in writing by the Customer and the Company.

2 Basis of Agreement

2.1 These Conditions of Sale apply to the Agreement to the exclusion of any other terms that the Customer seeks to impose or incorporate, or which are implied by law, trade custom, practice or course of dealing.

2.2 The Order constitutes an offer by the Customer to purchase the Product/Goods in accordance with these Conditions. The Customer is responsible for ensuring that the terms of the Order and any applicable Specification are complete and accurate.

2.3 The Order shall only be deemed to be accepted when the Company issues the Quotation, at which point, and on which date the Agreement shall come into existence.

2.4 The Customer waives any right it might otherwise have to rely on any term endorsed upon, delivered with or contained in any documents of the Customer that is inconsistent with these Conditions.

2.5 Any samples, drawings, descriptive matter or advertising produced by the Company and any descriptions or illustrations contained in the Company's catalogues or brochures are produced for the sole purpose of giving an approximate idea of the Product/Goods referred to in them. They shall not form part of the Agreement nor have any contractual force.

2.6 A quotation for the Product/Goods given by the Company shall not constitute an offer. A quotation shall only be valid for a period of 30 days from its date of issue.

3 Order of Product/Goods

3.1 By paying a deposit (totaling 65% of the Price) the Customer confirms that it agrees to:

(a) pay the remaining balance of the Price for the Product/Goods; and

(b) the Company's Conditions of Sale as detailed herein.

4 Cancellation or Variation of Orders

4.1 Any order can be cancelled during a 7-day cooling off period, commencing from the date on which the deposit is received by the Company (day 1) up until the end of day 7. No order which has been accepted by the Company may be cancelled or varied by the Customer unless the Company receives written confirmation within 7 days from the deposit being received, or with the agreement in writing of the Company and, at the Company's absolute discretion, on the condition that the Customer shall indemnify the Company in full against any losses, costs, damages, charges and expenses incurred by the Company as a result of the cancellation or variation including loss of profit, labour and materials. Nothing in this clause shall restrict your rights under the Consumer Rights Act 2015.

4.2 All orders are provisionally accepted by the Company

subject to confirmation by survey. The deposit paid for any order rejected by the Company will be repaid in full (less any costs incurred by the Company including but not limited to survey and drawing costs) and the Company will have no further obligation or liability to the Customer.

4.3 Any typographical, clerical or other error or omission in any sales literature, quotations, price lists, acceptance of offer, credit note, invoice or other information issued by the Company to the Customer may be revoked and revised at the Company's discretion without any liability on the part of the Company.

4.4 If you request more than three design revisions and elect to not proceed with the Order or cancel the Order in accordance with Clause 4.1, we will retain 10% of your deposit to reflect the additional time and resources incurred to deliver the further designs.

5 Price and Payment

5.1 The price of the Product/Goods shall be the price set out in the Order, written payment schedule, or, if no price is quoted, the price will be determined at the Company's sole discretion as at the date of delivery.

5.2 The Company may invoice the Customer for the Product/Goods at any time prior to the installation and/or delivery of the Product/Goods.

5.3 The total sum, as specified in the Quotation, must be paid in full by the Customer to us at least 10 days prior to the installation and/or delivery of the Product/Goods.

5.4 The Customer shall pay each invoice submitted by the Company:

- (a) within 14 days of the date of the invoice; and
- (b) in full and in cleared funds to a bank account nominated in writing by the Company, and
- (c) time for payment shall be of the essence of the Agreement.

5.5 The Price stated on the Quotation may be increased due to any additional cost to the Company resulting from any factors beyond the control of the Company, including but not limited to increases in labour costs, materials, transportation and currency fluctuations. The Company will inform the Customer of any such increase as soon as is reasonably practicable.

5.6 Parking is excluded from the Price. During installation the Company expect you to provide parking space or permits for street parking for our vans, if required. The Company have a standard £50 plus VAT per day charge, payable by you, in the case that permits have not been supplied, which is estimated as an average across London's boroughs.

5.7 If the Customer fails to make any payment in accordance with the Agreement, then without prejudice to any other right or remedy available to the Company, the Company may:

- (a) rescind the Agreement or suspend any further deliveries;
- (b) refuse to issue a FENSA certificate. Pursuant to FENSA requirements, a FENSA certificate can only be issued once the project is complete. Completion takes place when our installation team signs off on the works and payment of the Price is made in full;
- (c) charge the Customer interest (both before and after any judgement) on all amounts outstanding at the rate of 4% per annum above the base lending rate for the time being enforced by the Bank of England or any other Bank of the Company's choice, which will accrue each day, and at 4% per annum for any period when that base rate is below 0%;

- (d) appropriate and allocate any payment made by the Customer to such Product/Goods as the Company may, in its absolute discretion, think fit. Including payments towards the costs associated with the manufacture and installation of the Product/Goods.

5.8 The Company reserves the right to refuse to execute any order if the Customer's credit standing is not satisfactory to the Company.

5.9 Any Warranty pursuant to Clause 9 of these Conditions of Sale shall not apply where payment of the Product/Goods has not been made in full.

5.10 All amounts due under the Agreement shall be paid in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).

5.11 If the Agreement states that delivery is to be by instalments, each such instalment shall be deemed to be a separate agreement, and the terms herein shall apply to each such agreement accordingly.

5.12 The Company does not offer retentions in respect of the Product/Goods, as once the Product/Goods are installed, by law ownership of the Product/Goods passes to the Customer.

6 Delivery and Acceptance

6.1 Delivery is completed on the completion of unloading of the Product/Goods at the Delivery Location.

6.2 Any dates quoted for delivery and/or installation are

approximate only, and the time of delivery and/or installation is not of the essence. The Company shall not be liable for any delay in delivery and/or installation of the Product/Goods that is caused by a Force Majeure Event or the Customer's failure to provide the Company with adequate delivery instructions or any other instructions that are relevant to the supply of the Product/Goods.

6.3 If the Company fails to deliver and/or install the Product/Goods, its liability shall be limited to the costs and expenses incurred by the Customer in obtaining replacement goods of similar description and quality in the cheapest market available, less the price of the Product/Goods. The Company shall have no liability for any failure to deliver and/or install the Product/Goods to the extent that such failure is caused by a Force Majeure Event or the Customer's failure to provide the Company with adequate delivery instructions or any other instructions that are relevant to the supply of the Product/Goods.

Where the Customer has placed an order on a "Supply Only" basis the Customer is responsible for providing the necessary labour to unload and stack the Product/Goods from the transportation used for delivery.

Where the Customer has placed an order on a "Supply Only" basis and the Company is to deliver the Product/Goods to the Delivery Location the Company's obligation is limited to delivering the Product/Goods to a site safe for unloading as near to the Delivery Location as is reasonably practicable.

If the Customer fails to take delivery of the Product/Goods or fails to give the Company adequate delivery instructions in accordance with the terms herein (otherwise and by reason of the Company's fault) then without prejudice to any other right or remedy available to the Company, the Company may:

- (a) store the Product/Goods until actual delivery is rearranged and charge the Customer for the reasonable cost (including insurance and transport) of storage; and/or
- (b) sell the Product/Goods at the best price readily obtainable and after deduction of all expenses and costs account to the Customer for any excess over the price or charge the Customer for any shortfall below the price such sums being due in accordance with the terms hereof.

Where the Customer has placed an order on a "supply only" basis, the Customer shall be deemed to have accepted the Product/Goods if the Product/Goods are installed or modified in any way whatsoever.

Where the Company is contracted to install the Product/Goods in an area where building or associated works are being carried out the Company shall not be held liable for any damage to the Product/Goods, however caused, once it has been installed.

Product Specifications

Unless otherwise confirmed in writing by the Company, all Product/Goods offered for sale by the Company shall be manufactured as detailed in the Specification.

The Company may alter the Specification without notice as follows:

- (a) as a result of improvements to Product/Goods design, performance or construction; and/or
- (b) as required by changes to relevant legislation.

Whilst every effort is made to ensure that the appearance of the Product/Goods meets Customer expectations, the bespoke nature of the Company's Product/Goods means that minor details may vary.

When replacing windows, we replicate the design as closely as possible. However, if you are transitioning from single glazing to double glazing, you should note that some profile adjustments may be necessary to accommodate the new glass type.

Any designs which are bespoke or non-standard and made pursuant to the Order and shown through computer-aided design may experience minor discrepancies between the design presented on screen and the final Product/Goods that are supplied. We will take all reasonable steps to bring such discrepancies to your attention, but we cannot accept any liability for minor discrepancies which do not form part of the Specification.

Our windows and doors are manufactured with built-in tolerances to allow for on-site adjustment and fitting within the structural opening, as well as to accommodate movement typical of period properties. Variations in measurements that fall within these tolerances are acceptable and do not constitute a defect.

Making Good

Making good to aperture reveals is limited to restorative work required as a direct result of the installation process and is limited to the repair of the surfaces immediately surrounding the installation work, as follows:

- (a) internally – to pre-decorative standard; and
- (b) externally – to sand/cement pointing or silicone seal, as appropriate.

For every single window and door the Company installs, the Customer should expect DIY or third party involvement to repaint the area immediately around your new windows and/or doors at your own expense.

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8.3	Upon completion of the installation process a professional clean may be required, for carpets and flooring in particular, which must be at your own expense.	covered under a two (2) year warranty but cosmetic ironmongery finish defects are excluded from the Warranty.	and provide proof of purchase to make a claim under the Warranty, or to effect the transfer of the Warranty to a third party.	
9	Warranty	(c)	Surface Treatment: The Company warrants that standard three coat opaque finished joinery is free from cracking, flaking or blistering (excluding natural resin exudation and movement around knots) for a period of three (3) years. Maintenance inspections and cleaning must be undertaken by the Customer in accordance with the Company's published Guide to Installation and Maintenance.	
9.1	The Company warrants that the Product/Goods will conform with the agreed Specification at the time of delivery, be free from defects in material and workmanship, and be of satisfactory quality (within the meaning of the Consumer Rights Act 2015).	10	Liability	
9.2	The Warranty is applicable from the date Product/Goods for the Customer pays the Price in full and delivery is made to the Delivery Location subject to the Company's Conditions of Sale.	10.1	The limits and exclusions in this clause reflect the insurance cover the Company has been able to arrange, and the Customer is responsible for making its own arrangements for the insurance of any excess liability.	
9.3	The Warranty may be transferred to any third party who assumes ownership of the Product/Goods, on payment to the Company of a transfer fee of £395 + VAT at the prevailing rate.	10.2	References to liability in this Clause 10 include every kind of liability arising under or in connection with the Agreement including liability in contract, tort (including negligence), misrepresentation, restitution or otherwise.	
9.4	A transferred Warranty shall remain valid for the remainder of its original duration as detailed below.	10.3	Nothing in the Agreement limits any liability for:	
9.5	Where installation takes place whilst building works are in progress at the installation address, the Company shall not be liable for any damage to the Product/Goods resulting from detrimental environmental conditions on site, including but not limited to extremes of humidity or temperature, harmful fluids, coatings or other substances, or the activities of other on-site trades.	(a)	death or personal injury caused by negligence;	
9.6	Subject to Clause 9.7, if:	(b)	fraud or fraudulent misrepresentation; and	
	(a) the Customer gives notice in writing to the Company during the Warranty Period within a reasonable time of discovery that some or all of the Product/Goods do not comply with the Warranty set out in Clause 9.1;	(c)	any liability that legally cannot be limited.	
	(b) the Company is given a reasonable opportunity of examining such Product/Goods; and	10.4	Subject to Clause 10.3, the following types of loss are wholly excluded:	
	(c) the Customer (if asked to do so by the Company) returns such Product/Goods to the Company's place of business at the Customer's cost;	(a)	loss of profits;	
	(d) the Company shall, at its option, repair or replace the defective Product/Goods, or refund the price of the defective Product/Goods in full.	(b)	loss of sales or business;	
9.7	The Company shall not be liable for the Product/Goods' failure to comply with the Warranty set out in Clause 9.1 if:	(c)	loss of agreements or contracts;	
	(a) the Customer makes any further use of such Product/Goods after giving notice in accordance with Clause 9.6;	(d)	loss of anticipated savings;	
	(b) the defect arises because the Customer failed to follow the Company's oral or written instructions as to the storage, commissioning, installation, use or maintenance of the Product/Goods or (if there are none) good trade practice regarding the same;	(e)	(e) loss of use or corruption of software, data or information;	
	(c) the defect arises as a result of the Company following any drawing, design or specification supplied by the Customer;	(f)	(f) loss of or damage to goodwill; and	
	(d) the Customer alters or repairs such Product/Goods without the written consent of the Company;	(g)	(g) indirect or consequential loss.	
	(e) the defect arises as a result of fair wear and tear, wilful damage, negligence, or abnormal storage or working conditions; or	10.5	This Clause 10 shall survive termination of the Agreement.	
	(f) the Product/Goods differ from their description or the Specification as a result of changes made to ensure they comply with applicable statutory or regulatory requirements.	10.6	The Company shall not be held liable for any existing structural defect to the Customer's property, or for any damage resulting from an existing structural defect which becomes apparent at the time of installation e.g. blown plaster or loose brickwork.	
9.8	Except as provided in this Clause 9 the Company shall have no liability to the Customer in respect of the Product/Goods' failure to comply with the Warranty set out in Clause 9.1.	10.7	The Company will make every effort to minimise the disruption resulting from the removal of existing windows and doors or the fitting of its Product/Goods, which may include but is not limited to dust, water ingress, stains or other marks to decor. The Company shall have no liability whatsoever in respect of damage to the Customer's property, furnishings or contents resulting directly or indirectly from removal or fitting works. Neither party shall be in breach of the Agreement or otherwise liable for any failure or delay in the performance of its obligations if such delay or failure results from a Force Majeure Event. The time for performance of such obligations shall be extended accordingly. If the period of delay or non-performance continues for 14 days, the party not affected may terminate the Agreement by giving 7 days written notice to the affected party.	
9.9	The terms implied by sections 9 to 11 of the Consumer Rights Act 2015 are, to the fullest extent permitted by law, excluded from the Agreement.	10.8	Where any valid claim in respect of any Product/Goods which is based on any defect in the quality or condition of the Product/Goods or their failure to meet the Specification is notified to the Company in accordance with the terms herein the Company shall be entitled to replace the Product/Goods free of charge or at the Company's absolute discretion refund to the Customer the price (or a proportionate part thereof if applicable) but the Company shall have no further liability to the Customer.	
9.10	These Conditions shall apply to any repaired or replacement Product/Goods supplied by the Company.	10.9	Where the Product is supplied for use within or is to be fitted by the Company within a building under constraint (including but not limited to Listing or Article 4 Conservation Area Directive), it is the Customer's responsibility to secure such permissions as may be required in order for installation to be lawfully carried out. The Company shall have no liability whatsoever for costs incurred directly or indirectly as a result of failure by the Customer to secure appropriate permissions prior to placing an order with the Company.	
9.11	The Warranty covers and excludes the following items:	10.10	The Client is responsible for informing us of any electrical wires or cables within the work area before the project begins. Whilst a visual inspection is conducted during the survey stage to identify visible wires, it is a limited inspection, we are not liable for any damage to undisclosed or hidden wires.	
	(a) Timber Frame & Sash: The Company warrants that all timber components are free from workmanship or material defects that would affect performance for a period of ten (10) years and from rot or fungal decay for sixty (60) years.	10.11	In any event the Company's total liability to the Customer under this Agreement shall not exceed the Price.	
	(b) Ironmongery: The Company warrants that hinge systems and handles are free from functional failure for a period of two (2) years. Banham offers a two (2) year warranty on all products. Surface finishes for all ironmongery are not covered by the Warranty. All ironmongery, including hinges, are	10.12	The Company acknowledges that window dimensions may vary, and it cannot guarantee that existing blinds, curtains, or shutters will fit as they did prior to the installation of new windows.	
	9.12	Claim Procedure, Validation & Warranty Transfer:	10.13	It is your responsibility to contact the local authority to establish if the work to be undertaken requires planning permission or building regulations approval. We will not be liable for any costs, expenses, loss or claims for compensation or any other liability arising directly or indirectly as a result of you not getting planning permission or building regulations approval.
	(a)	(a)	10.14	We are committed to providing a safe and respectful working environment for our employees, including while attending your property. Any aggressive, threatening or discriminatory behaviour—whether verbal, physical, or written—towards our staff will not be tolerated. We reserve the right to suspend works or withdraw from site where such behaviour occurs. We shall not be liable for any delays resulting from such action, and any additional
	(b)	(b)		

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costs incurred as a result may be charged to the customer.	
11 Exclusions	
11.1 The Product/Goods Warranty shall be void where:	
(a)	Damage has occurred as a consequence of any circumstances outside the Company's reasonable control, including but not limited to accident, fire, disaster, burglary, careless handling, abrasion (e.g. window cleaners ladders), pet damage, chemical damage, poor maintenance or poor design of the building.
13.4	remainder of the document. If any provision or part-provision of the Agreement is or becomes invalid, illegal or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of the Agreement. If any provision of the Agreement is deemed deleted under this Clause 13.3 the parties shall negotiate in good faith to agree a replacement provision that, to the greatest extent possible, achieves the intended commercial result of the original provision.
(b)	Non-standard paint finishes were ordered by the Customer.
13.5	The Company's employees or agents are not authorised to make any representations concerning the Product/Goods unless confirmed in writing by the Company. In entering into this Agreement the Customer acknowledges that they do not rely on and waives any claim for breach of any such representations that are not so confirmed.
(c)	Damage has occurred as a result of faulty installation by a third party, repairs, alterations or work processes or pollution from the surrounding area.
13.6	No variation of this Agreement shall be effective unless it is in writing and signed by the parties.
(d)	Damage has occurred as a result of excessive force or cleaning processes, lack of care, or the hosing down of the Product/Goods.
13.7	The Company's employees or agents are not permitted to undertake any tasks outside of the agreed scope of works set out in the schedule of goods and services in the Quotation, unless the Company agrees to vary the scope of the works expressly in writing. The Company reserves its rights to reject any request made by the Customer to vary the scope of the works once the Agreement is entered into.
(e)	The Product/Goods have been stored prior to fitting in inappropriate areas, including but not limited to damp or unventilated areas, or areas which have been unventilated during the construction process.
13.8	This Agreement forms the entire agreement between the parties.
(f)	The Product/Goods have been used in swimming pool enclosures.
13.9	A person who is not a party to the Agreement shall not have any rights under or in connection with it.
(g)	Surface wear has gradually been caused by natural elements.
13.10	The Company will not be bound by the conclusions of any third-party reports or surveys commissioned by the Customer in relation to the Product/Goods.
(h)	The Product/Goods have been exposed to unusual physical conditions.
(i)	Where any sums remain due to the Company.
11.2	PROVIDED ALWAYS all warranties are subject to environmental conditions of the site, location, and adherence to the care and maintenance procedures stated in the Company's Guide to Installation and Maintenance provided to you.
11.3	The Company is entitled to charge a call out fee to the Customer in relation to resolving any issues with Product/Goods, even if such Product/Goods are covered by a warranty. Such call out fees are payable by the Customer upon receipt of an invoice from the Company.
12 Termination	
12.1	Without limiting its other rights or remedies, the Company may terminate this Agreement with immediate effect by giving written notice to the Customer if:
(a)	the Customer commits a material breach of any term of the Agreement and (if such a breach is remediable) fails to remedy that breach within 5 days of that party being notified in writing to do so;
(b)	the Customer's financial position deteriorates so far as to reasonably justify the opinion that its ability to give effect to the terms of the Agreement is in jeopardy.
12.2	Without limiting its other rights or remedies, the Company may terminate the Agreement with immediate effect by giving written notice to the Customer if the Customer fails to pay any amount due under the Agreement on the due date for payment.
12.3	On termination of the Agreement for any reason the Customer shall immediately pay to the Company all of the Company's outstanding unpaid invoices and interest and, in respect of Goods supplied but for which no invoice has been submitted, the Company shall submit an invoice, which shall be payable by the Customer immediately on receipt.
12.4	Termination of the Agreement, however arising, shall not affect any of the Company's rights and remedies that have accrued as at termination, including the right to claim damages in respect of any breach of the Agreement which existed at or before the date of termination.
12.5	Any provision of the Agreement that expressly or by implication is intended to come into or continue in force on or after termination of the Agreement shall remain in full force and effect.
13 Agreements and Declaration	
13.1	This Agreement shall be governed by and construed in all respects in accordance with the Laws of England and each party hereby submits to the exclusive jurisdiction of the English Courts.
13.2	All terms, conditions and warranties (whether implied or made expressly, whether by the Company or its employees or agents or otherwise) relating to the quality and/or fitness for purpose of the Product/Goods or any of the Product/Goods and any services provided (other than those expressed in the terms, conditions and warranties set out in this Agreement) are excluded to the maximum extent permitted by law.
13.3	In the event that one clause or part of a clause is deemed by a Court of competent jurisdiction to be unenforceable or void then that shall not affect the enforceability of the