

Conditions of Sale and Product Warranty

1. Definitions

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.

The Customer shall be the person who pays a deposit to the Company in respect of the goods and services detailed in the Quotation. 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.

The Company shall be Ayrton Bespoke Limited.

The Quotation shall be the final version of the written description of Products and/or Goods provided to the Customer by the Company.

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

The Product/Goods shall be the goods and services detailed in the Quotation.

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

2. Order of goods

2.1 By paying a deposit the Customer confirms that:

a) They agree to pay the Price shown for the Product.

b) They agree to the Company's Conditions of Sale as detailed herein.

3. Cancellation or variation of orders

3.1 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 to 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.

3.2 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. Price

4.1 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.

4.2 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 £40 plus VAT per day charge in the case that permits have not been supplied, which is estimated as an average across London's boroughs.

5. Payment

5.1 Payment shall be made as agreed in writing between the Company and the Customer. The agreed payment schedule shall automatically form part of this Agreement.

5.2 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 may:

a) Rescind the Agreement or suspend any further deliveries and

b) Charge the Customer interest (both before and after any judgement) on all amounts outstanding at the rate of 3.5% 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 and

c) Appropriate any payment made by the Customer to such goods as the Company may in its absolute discretion think fit

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

5.4 The Customer may not withhold payment of any invoice or any other sum due to the Company by reason of set off or counter claim for any reason whatsoever

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

6. Delivery and acceptance

6.1 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 goods from the transportation used for delivery.

6.2 Where the Customer has placed an order on a "Supply Only" basis and the Company is to deliver the goods to a designated

site or location the Company's obligation is limited to delivering the goods to a site safe for unloading as near to the designated site as is reasonably practicable.

6.3 If the Customer fails to take delivery of the 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 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 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.

6.4 Unless otherwise agreed in writing, the goods shall be paid for in full prior to delivery.

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

6.6 Where the Company is contracted to install the Product in an area where building or associated works are being carried out:

a) The Company shall not be held liable for any damage to the Product, however caused, once it has been installed.

7. Product Specifications

7.1 Unless otherwise confirmed in writing by the Company, all Products offered for sale by the Company shall be manufactured as detailed in the relevant product specification document.

7.2 The Company may alter Product specifications without notice as follows:

a) As a result of improvements to Product design, performance or construction.

b) As required by changes to relevant legislation.

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

8. Making Good

Making good to aperture reveals is limited to restitutive 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.

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 3rd party involvement to repaint the area immediately around your new windows and/or doors at your own expense.

Upon completion of the installation process a professional clean may be required, carpets and flooring in particular, which must be at your own expense.

9. Warranty

The Company warrants that the goods will correspond with the agreed specification at the time of delivery and will be free from defects in material and workmanship as detailed below.

The Warranty is applicable from the date goods are ready for delivery and is subject to the Company's Conditions of Sale.

The Warranty may be transferred to any third party who assumes ownership of the Product, on payment to the Company of a transfer fee of £395 + VAT at the prevailing rate.

A transferred Warranty shall remain valid for the remainder of its original duration as detailed below.

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 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.

The Warranty covers the following items:

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.

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 isn't covered by this warranty.

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 Maintenance.

Sash Window Spring Balances, Weights and Pulleys

The Company warrants that weights and pulleys will be free from functional failure for a period of ten (10) years and spring balance mechanisms for a period of five (5) years. If a failure occurs then the Company's obligations hereunder are limited to supplying the replacement item and do not include the cost of installation.

Double Glazed Unit

The Company warrants that glass will comply with Glass and Glazing Federation visual quality standards. The Company warrants that seals on double glazed units will be free from failure (here "failure" meaning failure of the insulation unit resulting in penetration of moisture into the gas space and appearance of moisture on the glass inside the gas space) for a period of five (5) years. If failure occurs in the first five years the Company will be responsible for the supply and installation of the replacement unit. If the failure occurs in the second five years the Company's obligations hereunder are limited to supplying the replacement unit. The Company reserves the right to supply a replacement whole (glazed) sash as an alternative to a replacement double glazed unit.

Imperfections such as scratches, blemishes or marks not visible from 3 metres distance are not considered defects.

Hand painted glass features have no warranty to be free from imperfections.

Silicone Seals

The company warrants that silicone seals will be free from failure (here "failure" meaning the failure of the silicone seal to prevent the ingress of water) for a period of two (2) years.

Front Entrance Doors

The Company warrants that all Front Doorsets are free from workmanship or material defects that would affect performance for a period of five (5) years. Front door leaves with a height over 2100mm or a width over 950mm are covered for one (1) year.

Stained and Leaded Glass

The Company does not warrant the thermal, weathertight or acoustic performance of authentic stained or leaded glass items.

Stained glass is a handmade product and can have features that appear like cracks, these are casting notches and can also have sporadic bubbles or inconsistency in the leadwork - none of these could be accepted as a flaw and so would not be improved under the warranty.

Claim Procedure, Validation & Warranty Transfer

To make a claim under the Warranty, or to effect the transfer of the Warranty to a third party, the Customer must contact the Company's Registered Office in writing at the following address:

Ayrton Bespoke Ltd
The Showroom
406 Merton Road
London SW18 5AD

If necessary it rests with the Customer to substantiate the date of delivery and provide proof of purchase.

10. Liability

10.1 The Company shall have no liability in respect of any defect in the goods arising from:

a) Any drawing, design or specification supplied by the Customer contrary to the Company's advice.

b) Fair wear and tear, wilful damage, negligence including storage in adverse conditions, abnormal working conditions, misuse or alteration of the goods.

c) Failure to follow the Company's written instructions contained or referred to in any brochure, catalogue or specification issued by the Company in relation to the goods.

10.2 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.

10.3 The Company will make every effort to minimise the disruption resulting from the removal of existing windows and doors or the fitting of its Products, which may include but is not limited to dust, water egress, 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.

10.4 The Company shall have no liability in respect of loss or damage resulting directly or indirectly from the Company's inability to fulfil its obligations under this Agreement, where such inability is caused either directly or indirectly by events outside the Company's control, including but not limited to severe weather or other natural disaster, acts of terrorism, strikes, pandemics, war or the negligence of third parties.

10.5 Any dates and times quoted for delivery of the goods are approximate only and the Company shall not be liable for any delay in delivery however caused. Time for delivery shall not be of the essence unless previously agreed by the Company in writing.

10.6 Where any valid claim in respect of any goods which is based on any defect in the quality or condition of the goods or their failure to meet specification is notified to the Company in accordance with the terms herein the Company shall be entitled to replace the 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

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10.7 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.

10.7 For the avoidance of doubt, the Company shall not be liable for any indirect losses to the Customer howsoever caused.

10.8 In any event the Company's total liability to the Customer under this Agreement shall not exceed the Price.

10.9 The Company acknowledges that window dimensions may vary and it cannot guarantee that existing shutters will fit as they did prior to the installation of new windows.

11. Exclusions

The Product Warranty shall be void where:

11.1 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.

11.2 Where non-standard paint finishes were ordered by the Customer

11.3 Damage has occurred as a result of faulty installation by a third party, repairs, alterations or work processes or pollution from the surrounding area.

11.4 Damage has occurred as a result of excessive cleaning processes or hosing down of product.

11.5 Products 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.

11.6 Products have been used in swimming pool enclosures.

11.7 Where surface wear has gradually been caused by natural elements.

11.8 Where products have been exposed to unusual physical conditions.

11.9 Where any sums remain due to the Company.

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.

12. Agreements and Declaration

12.1 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.

12.2 All terms, conditions and warranties (whether implied or made expressly, whether by the Company or its servants or agents or otherwise) relating to the quality and/ or fitness for purpose of the goods or any of the 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.

12.3 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 remainder of the document.

12.4 The Company's employees or agents are not authorised to make any representations concerning the 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.

12.5 This Agreement forms the entire agreement between the parties.