

# Jack Brunsdon & son

## TERMS & CONDITIONS OF SALE

These are the terms and conditions (**Terms**) on which Jack Brunsdon & Son Limited (**we, us, our**) agrees to sell Products and provide related services to customers (**you, your**).

Please read these Terms carefully from start to finish before placing an order, and pay particular attention to Paragraphs 8, 9 and 10 (regarding your cancellation and warranty rights) and Paragraph 14 (which sets out our potential liability under the Contract).

### 1. ABOUT US

- 1.1. We supply and install bespoke windows and doors (Products) and provide related services (such as design and manufacturing).
- 1.2. The Products will be built to your Property's particular specifications, and you can further customise them by selecting from a wide range of styles, options, materials, features, colours and finishes, all of which will result in a truly unique Product.
- 1.3. You can contact us by telephoning 01993 885080, writing to us at Jack Brunsdon & Son, The Old Mill Blenheim Sawmills, Combe, Witney, Oxfordshire, OX29 8ET or emailing [enquiries@jackbrunsdon.co.uk](mailto:enquiries@jackbrunsdon.co.uk). You can find out more about us and our products by visiting our website: <http://www.jackbrunsdon.co.uk>.
- 1.4. Jack Brunsdon & Son Limited is a company registered in England with company number 00818979. Our registered office is located at The Old Mill Blenheim Sawmills, Combe, Witney, Oxfordshire, OX29 8ET.

### 2. HOW TO ORDER

- 2.1. If you wish to order Products please contact us by phone, email or in writing (using the details in Paragraph 1.3) or visit one of our showrooms. We will provide you with a **Specification** (i.e. a written estimate setting out the total price for supplying and installing the Products).
- 2.2. If you are happy with the Specification and wish to purchase the Products you will need to pay a deposit equal to 50% of the purchase price (the **Deposit**), in accordance with Paragraph 8, and confirm which Product (including your chosen material, finish and options) you wish to purchase. By doing so you will be entering into a **Contract** (i.e. an agreement between you and us on these Terms).
- 2.3. Once the Deposit has been paid, we will arrange for one of our assessors to visit the Property. Our assessor will inspect the proposed installation area and take any measurements necessary and confirm the specification in order for us to produce a final sign-off document. During this appointment it is essential that you as the contract holder are present as you will be required to sign the sign-off document (Sign – Off). In the event the contract holder is not present they may appoint a designated person to Sign-Off. The Sign-Off documents supersede any previous documents produced in relation to your order. We will begin manufacturing the Products after Sign-Off. Once manufacturing is complete we will deliver the Products to the Property and install them.
- 2.4. Please note that, until the property where Products will be installed (the **Property**) has been visited by our assessor and the Sign-Off document has been signed, the purchase price is an estimate only (as it may change following our assessment of the Property).

### 3. OUR PRODUCTS AND SERVICES

- 3.1. The Products will be manufactured to your particular requirements and your Property's specifications however not all comply with PAS 24 certification, please ask for more information on this before placing your order should this be required. Our showrooms and brochures feature a wide range of products with different materials, styles and finishes; however, these are just some of the options open to you and the Products will be completely bespoke.
- 3.2. An order for Products also includes related services (which are already built into the price of the Products). These include advice on the Product's design, aesthetics and functionality, together with manufacturing services and on-site services like assessment and installation.
- 3.3. Images of Products and product ranges on our website and in brochures are only illustrative and do not necessarily reflect current designs and specifications and we strongly advise you to inspect physical samples at our showroom prior to placing an order for the Products. We have made every effort to display colours accurately, but cannot guarantee that the pictures accurately reflect the colour of those Products in real life.
- 3.4. We reserve the right to withdraw or change the specification of the Products at any time and without prior notice.
- 3.5. Where you select a Product (or a feature thereof) based on a sample or one of our in-store displays, we will do our best to ensure that the Product you receive conforms to that sample or display. However, as each Product is unique, you accept that there may be minor variations (for example, in colour or finish) between displays or samples and your finished Product.
- 3.6. There are three types of cylinder locks available for each Product; whichever type of cylinder lock is selected will be supplied with three sets of keys only. If additional keys are required these may be purchased by you at an additional cost. In the event any cylinder lock of any type is changed by us either during installation or as part of work carried out pursuant to a claim made under the Warranty, such replacement cylinder lock will be supplied with three sets of keys only.
- 3.7. Ownership of the Products will pass to you upon completion of installation and our receiving final payment.

### 4. PROPERTY AND ACCESS

- 4.1. **Your responsibilities:** In order for us to supply and install the Products, you will need to do all of the following:
  - 4.1.1. allow us access to the Property (at reasonable times during normal working hours) to take measurements and to carry out the installation;
  - 4.1.2. remove and/or cover any curtains, ornaments, paintings, furniture and other interior or exterior fittings (including window shutters, blinds, curtains, light fixtures etc.) from the installation area (please note that we will not be liable for any damage to items which could have been prevented by their removal or protection);
  - 4.1.3. inform us of any issues (including health and safety issues) relating to the Property which could affect the Products or the installation process (such as restrictions on access which could interfere with delivery or installation of the Products);
  - 4.1.4. before we commence installation of the Products, complete the removal or re-siting of any gas, electrical, plumbing, television, doorbells, alarm or security systems, telephone, or internet cabling (or other broadband or telecommunications installations) and connections in the installation area;
  - 4.1.5. ensure any required building works or erection of scaffolding for installation of the Products is carried out and completed prior to installation.
  - 4.1.6. ensure that any prepared openings or new apertures created at the Property to take the new Product are to an agreed size Signed Off by you as the customer prior to any order proceeding to manufacture of the Products. We will not be responsible for any additional costs incurred by you for any changes to the sizes of any prepared openings or new apertures after Sign-Off.
  - 4.1.7. obtain (at your own cost) any planning permission or other consents in relation to the installation of the Products. This may include the consent of neighbours if use of their land is needed for reasons such as access or scaffolding.
  - 4.1.8. treat our employees or contractors with courtesy and respect at all times and use our complaints procedure to resolve any issues or concerns which may arise in relation to this Contract.

- 4.2. **Our responsibilities:** As part of our agreement to supply and install the Products, we shall do the following:
- 4.2.1. visit the property to take measurements and to install the Products;
  - 4.2.2. remove old doors, windows, frames and other waste materials from the Property (which, unless you tell us otherwise in writing before the day of installation, will be immediately disposed of).
- 4.3. Existing fittings: The Products are designed to fit the structure of the Property, but this does not mean existing fittings (such as curtains, blinds, shutters etc.) will necessarily fit the Products once they are installed and we do not warrant or guarantee that the Products will work with your existing fittings.

## 5. MAKING GOOD

- 5.1. For the purposes of this condition the term "Making Good" refers to us leaving the internal and external finish of any walls of the Property surrounding the aperture to a standard which requires decoration but which may require some light sanding prior to redecoration taking place.
- 5.2. The installation process can cause damage to surrounding areas such as surfaces (including tiles and ceramics), brickwork, floors, walls (including plaster, wallpaper or paintwork), ceilings and roofs.
- 5.3. We shall use reasonable endeavours to 'make good' any damage caused to the Property during the installation process. What this means is that our installers will reinstate plaster, rendering and brickwork immediately surrounding any windows or doors which is damaged during the installation process. However, our obligation to make good is subject to the following conditions:
- 5.3.1. the work will be carried out by our installers who are not professional decorators, plasterers or builders;
  - 5.3.2. we shall not be required to make good any damage to ceilings or roofs;
  - 5.3.3. we shall not repair or reinstate any decoration or finishes (such as paintwork, wallpaper, tiles or other surfaces).
- 5.4. Any redecoration works carried out to the Products may result in a slight difference of finish from the factory standard. Any redecoration/decorating required to the Products can only be carried out in the correct conditions which may lead to extended lead time for carrying out any installation or warranty work.

## 6. INSTALLATION

- 6.1. Our installation service is covered by the Contract for the purchase of the Products and it is our responsibility to ensure the Products are installed correctly using reasonable skill and care. Please note that our installers will only carry out installation services in relation to the Products and will not provide building, construction or roofing services.
- 6.2. Once the Contract is formed we will provide you with an approximate date for delivery and installation of the Products. If installation is delayed due to an event outside our control, we will inform you of the delay and what steps are being taken to minimise it.
- 6.3. Because of the risk that installation could be delayed, you should not schedule or commit to any third party products or services (such as hiring other tradespersons) until after the Products have been installed and any follow-up work (such as making good damaged plaster) has been completed. We will not be responsible for any third party costs (including cancellation or call-out fees) which result from any delay or failure to install the Products on time.
- 6.4. We do not, under any circumstances, agree to fit your own furniture or glass to our Products.
- 6.5. You should be aware that glass spacer bars used in the Products may have printed information in them which is industry standard and not a fault and will not require a replacement Product being provided by us.
- 6.6. If an installation date provided by us cannot be met by you within 6 (six) months of being advised that the Products are ready to be installed/delivered, an additional storage charge will be applied to the balance of the contract price and the final 10% payment of the contract price will be payable immediately.

## 7. SUPPLY ONLY

- 7.1. We will accept an order to supply only but such an order must have a delivery note signed by you as the customer or the person you have authorised to carry out the installation of the Products. Once installation has commenced we will not be responsible for any damage or take no responsibility of any fault or damage reported. We will charge you for repairing any faults due to error in the installation.
- 7.2. In the case of supply only orders the price will be paid in two instalments:
- 7.2.1. 50% Deposit at time of placing order;
  - 7.2.2. 50% payable prior to delivery date.
- 7.3. A supply only warranty is only valid for a 1 year commencing on the delivery date.

## 8. PRICES AND PAYMENT

- 8.1. We will provide you with an estimate of the total contract price in our Specification. It is not always possible to provide an exact total contract price until our assessor has visited the property to assess the full cost of removing and replacing existing windows and doors. If the total contract price significantly exceeds the price in the Specification we shall notify you of this and you will then have up to two weeks in which to cancel (in which case, provided you have not already signed the Sign-Off document, the Deposit will be refunded).
- 8.2. **Payment:** Unless otherwise agreed, the total contract price will be payable in three instalments:
- 8.2.1. **Deposit Payment:** 50% of the total contract price. This is due at the signing of the Go Ahead Document.
  - 8.2.2. **Stage Payment:** 40% of the total contract price. This payment is due prior to installation. We will notify you two weeks before installation on which date this payment will be due.
  - 8.2.3. **Final Payment:** 10% of the total contract price. This payment is due once the work detailed in the Sign-Off document has been completed.
- 8.3. In the event the remaining 10% of the price due in accordance with paragraph 8.2.3 is not paid by you as required by us as a result of any failure by us to deliver and install the Products in accordance with the Contract, we reserve the right to either offer a small discount or a gesture of goodwill to you where you agree to make the final payment of the price.
- 8.4. In the event that you do not accept to make the final payment of the price pursuant to paragraph 8.3 and do not accept either a small discount or gesture of goodwill then the provisions of paragraph 10 being the Jack Brunson & Son Warranty shall no longer apply to the Products.
- 8.5. A 10% Deposit may be taken where the installation is subject to planning permission, Building Regulations or the Property is in a conservation areas. In these circumstances this will be a non-refundable Deposit and if the order does not progress for any reason to the survey stage within 3 months of this Deposit being taken the contract price will be re-costed and may result in an increased contract price. Orders which do not proceed within this 3 month timescale will result in the Deposit being retained by us.
- 8.6. The Deposit will be fully insured, meaning you are protected in the unlikely event of us being subject to an insolvency event.
- 8.7. Ownership: Ownership of the Products will pass to you upon our receiving cleared payment of the final instalment.

## 9. YOUR CANCELLATION RIGHTS

- 9.1. After paying the Deposit there will be a cooling-off period during which you can cancel and have the Deposit refunded. This cooling off period will last 14 days or (if earlier) will end when you book a visit from our assessor (which is when we begin to provide services). If you cancel after the 14 day period has expired or (if earlier) after you have booked an assessment, you will no longer be able to reclaim the Deposit.
- 9.2. The Products themselves are manufactured bespoke to your particular requirements. As a result, once you have signed the Sign Off document you will not be able to cancel the Contract (and will have no right to do so under the Consumer Contracts (Information, Cancellation and Additional Charges Regulations 2013 or otherwise) and will be committed to paying the full cost of the Contract.
- 9.3. If you wish to cancel the Contract during the cooling-off period please write to or email us (using the details in Paragraph 1.1) and provide your name, address, order details, phone no. and email. Alternatively you can use the form at the end of these Terms.

## 10. THE JACK BRUNSDON & SON WARRANTY

- 10.1. In addition to your usual legal rights (including those set out in Paragraph 11 of these Terms), we provide the following warranty in relation to the Products (Warranty):
- 10.1.1. the Products will be fit for their usual and intended purpose for a period of 10 years from installation;
  - 10.1.2. that any finished timber Products will be free from rot or fungal infection for a period 30 years from installation;
  - 10.1.3. that a non-paint decorative finish on timber Products will be in good condition for a period 5 years from installation; and
  - 10.1.4. that a painted finish on timber Products will be in good condition for a period 8 years from installation, and, in the event of a breach of the Warranty above, we will repair or replace the faulty Products free of charge.
- 10.2. The Warranty in Paragraph 10.1 only applies to Products that are subject to normal domestic use in the UK and which have been subjected to usual weather conditions. The Warranty does not cover any of the following:
- 10.2.1. Products which, in our reasonable opinion, have not been properly maintained and/or have not been kept in good repair;
  - 10.2.2. Products which are not set out in the Sign-Off document;
  - 10.2.3. corrosion of any iron fittings (iron in any form is susceptible to rusting and we recommend that all iron fittings are periodically wiped over with a lightly oiled cloth to keep the rusting process at bay);
  - 10.2.4. discolouration of brass (this is a natural process and not a manufacturing fault);
  - 10.2.5. natural movement of timber over time;
  - 10.2.6. condensation;
  - 10.2.7. minor variation or discolouration in wood stain or paint finishes caused by age or weathering;
  - 10.2.8. minor imperfections in glass (so long as any hermetically sealed double glazing complies with the Glass and Glazing Federation (GGF) visual quality standards, details of which are available on the GGF website);
  - 10.2.9. damage to Products or coatings caused by an outside force (this does not constitute a fault in materials or workmanship but can cause premature breakdown of the Products and finishes). If outside damage occurs then you will need to repair the Products or finish using correct methods and materials (please contact us for further information on what this involves). Failure to make necessary repairs will invalidate the Warranty; and
  - 10.2.10. damage or faults caused by accident, misuse or neglect, or structural weakness, subsidence, heave or other defect relating to the Property.
- 10.3. Important! In order to make a claim under the Warranty, you must:
- 10.3.1. notify us in writing of the alleged defect within 7 days of becoming aware of it (or of it becoming reasonably obvious); and
  - 10.3.2. have paid for the affected Products in full.
- 10.4. We reserve the right to attempt to repair the Products before ordering a replacement Product or any replacement parts.
- 10.5. Any Warranty claims made which can be proven to be as result of lack of care or maintenance by you not in accordance with our recommendations as set out in the 'Homeowners Aftercare Guide may result in a charge being made to you for any work carried out by us under the Warranty.
- 10.6. Any fault to the glass in our Products reported to us will be fully inspected using the GGF visual standard guidelines. Where the reported fault is deemed acceptable by us according to the GGF visual standard guidelines, we will not replace the glass in our Products.
- 10.7. If replacement parts or Product are required they may differ from the original parts/Product supplied.
- 10.8. Replacement Products will only be warranted until the expiration of the original Products' Warranty period. Please note when replacing products under the Warranty (or under Paragraph 10.2.2) it may not always be possible to source an exact replacement (for example, if a component has been discontinued or one of our suppliers has ceased trading), in which case we will try to provide you with an equivalent product of a similar specification and value.
- 10.9. The Warranty is personal to you and may not be transferred to another person (including any future owners of the Property) without our written consent. The new Warranty holder must provide to us proof of the purchase of the Property and the sum of £150.00 administration fee which will be payable by the current Warranty owner.
- 10.10. Third Party Products: The Warranty will not cover third party products (such as cat flaps, blinds, mechanical and electrical ventilators etc.). These will be the subject of a separate contract (with its own warranty rights and remedies) between you and the third party supplier.

## 11. YOUR RIGHT TO REJECT AND OTHER REMEDIES

- 11.1. We have a legal obligation to supply Products which conform with the Contract. This means that the Products will:
- 11.1.1. be of satisfactory quality;
  - 11.1.2. conform to any description, sample we provide, or any model we show you; and
  - 11.1.3. be fit for the purpose for which they are usually supplied.
- 11.2. In the event that we breach Paragraph 11.1 then, depending on the situation, you will have a right to either reject the Products, have them repaired or replaced, or have the price reduced. More details on these rights can be found below:
- 11.2.1. **The right to reject:** you have a legal right to reject the Products and obtain a refund if we breach our obligations under Paragraph 11.1, provided you notify us of that breach within 30 days of installation. However, please note that:
    - (a) it will be your responsibility to prove there has been a breach of Paragraph 11.1; and
    - (b) prior to installation, our installers will inspect the Products to ensure they are of satisfactory quality, fit for purpose and match the samples and descriptions etc. that we provided to you.Accordingly, if you wish to reject the Products please notify us prior to installation.
  - 11.2.2. **The right to repair or replacement:** even if you do not have a right to reject under Paragraph 11.2.1 (for example, because there have been more than 30 days since installation), you may require us to either repair or replace Products which do not conform to Paragraph 11.1. We will decide whether repair or replacement is most appropriate, taking into account the costs involved.
  - 11.2.3. **Right to a price reduction or final rejection:** If we are unable to repair or replace the Products then you will be entitled to a price reduction or to reject the Products and receive a refund. Please note that, if more than six months have expired since installation, it will be your responsibility to prove there has been a breach of Paragraph 11.1 and we may make a deduction from any final refund to reflect your use and enjoyment of the Products up to that point.
- 11.3. We also have a duty to install the Products correctly (see Paragraph 6.1). If we breach this, you have the right to a repair or replacement (see Paragraph 11.2.2) or a price reduction (see Paragraph 11.2.3), but you will not have a right to reject under Paragraph 11.2.1.
- 11.4. Where the Products consist of multiple units or instalments, only some of which do not conform to the Contract under Paragraph 11.1, then you may choose to only reject the non-conforming parts.
- 11.5. Products you reject under this Paragraph may be removed and kept by us. Please note that, any old doors, windows and other fittings that were removed as part of the installation (under Paragraph 4.2.2) may have already been disposed of and it may not be possible to return or reinstall them.

## 12. TERM AND TERMINATION

- 12.1. The Contract will end once we have finished installing the Products (and completed any follow-up work), except that either you or we may terminate the Contract where permitted under these Terms, or in the event of a material breach by the other party which (if it can be remedied) is not remedied within 14 days of that party being notified of the breach having occurred.
- 12.2. We may terminate the Contract if:
- 12.2.1. You do not make any payment when due and do not make payment within 7 days of us reminding you payment is due;

- 12.2.2. You do not, within a reasonable time of being asked, provide us with information required for us to provide the Products;
  - 12.2.3. You do not, within a reasonable time, allow us to deliver the Products to you or collect them from us;
  - 12.2.4. You become insolvent or bankrupt, unable to pay debts when due, enter into administration or liquidation; or
  - 12.2.5. We reasonably believe you cannot, or will not, pay for the Products in full.
- 12.3. If you breach the Contract, or are subject to a circumstance described in Paragraph 12.2, we may (without affecting any of our other rights or remedies) suspend performance of our obligations (including the delivery of Products) until we are reasonably satisfied the circumstances giving rise to that suspension have been remedied.
- 12.4. Termination or expiry of the Contract will not alter any rights and remedies which already existed at the time of termination or expiry or which are expressly or implicitly designed to remain in operation (including our obligations under the Warranty).

**13. INTELLECTUAL PROPERTY**

- 13.1. Unless we expressly agree otherwise in writing, all intellectual property rights in the Products shall belong to us (or our licensors) and nothing in these Terms shall confer any licence or grant you any rights in relation to the Products.
- 13.2. Once installed, we will only photograph the Products with your permission. Where we do so, all intellectual property rights in the photographs will belong to us and we may use such photographs in marketing and promotional materials such as brochures and websites.

**14. LIABILITY**

- 14.1. Nothing in this Paragraph 14, or elsewhere in the Contract, excludes or limits liability that cannot be lawfully excluded, including liability for personal injury or death resulting from negligence, fraud or fraudulent misrepresentation or warranties as to title.
- 14.2. We do not accept any liability for loss or damage which is attributable to or arises as a result of:
  - 14.2.1. any modification of Products, or of the Products being used in a manner which is inconsistent with our instructions or any health or safety warnings attached to the Products;
  - 14.2.2. any structural weakness, subsidence, heave or other defect relating to the Property;
  - 14.2.3. any depreciation, or loss of actual or expected gain or appreciation, in the value of the Property; or
  - 14.2.4. you failing to keep the Products clean and properly maintained.
- 14.3. As set out in Paragraph 6.3 and Paragraph 10.10, we do not accept liability for any third party costs or third party products.
- 14.4. We will not be in breach of the Contract or liable for not performing our obligations due to an event outside our reasonable control (even one that was foreseeable). This includes raw materials being unavailable, fire, flood, mechanical failure, non-performance by subcontractors or suppliers, or strikes and industrial action. If the delay or non-performance continues for more than 90 days, you may terminate the Contract on 14 days' written notice to us.
- 14.5. If we breach these Terms, we are responsible for loss or damage you suffer that is a direct and foreseeable result (i.e. an obvious consequence or one which was contemplated by you and us at the time of entering into the Contract) of our breach or negligence. We are not responsible for any loss or damage not directly caused by our breach and which is not foreseeable.
- 14.6. Except for those liabilities described in Paragraph 14.1, the amount of our total overall liability to you (in connection with this Contract, in negligence or otherwise) will not exceed 200% of the price already paid by you to us under the Contract.

**15. PERSONAL INFORMATION**

- 15.1. We take care to ensure the privacy and security of your personal information is respected. We will collect personal information when you contact us or place an order. This may include your name, addresses, email, telephone etc. which we require in order to supply the Products and services. We will also process financial information relating to payments.
- 15.2. Full details of how and why we use your personal information, what we do to keep it safe, and an explanation of your legal rights can be found in the privacy policy on our website.

**16. GENERAL TERMS**

- 16.1. These Terms govern sales to consumers (i.e. persons acting wholly or mainly outside a trade, business, craft or profession).
- 16.2. No variation of these Terms shall be effective unless it is in writing and signed by one of our company's directors.
- 16.3. If a party delays or fails to exercise any right, or only exercises a right or remedy in part, that shall not constitute a waiver of that right and that right or remedy may still be exercised at a later date.
- 16.4. The Contract is between you and us and no one else has any rights under it. The Contracts (Rights of Third Parties) Act 1998 shall not apply to this Contract.
- 16.5. You may only transfer your rights or your obligations under the Contract with our prior written agreement. We may transfer our rights and obligations under these terms to another person if we choose to do so.
- 16.6. Each of the paragraphs in these Terms operates separately. If any court or authority decides any of them are unlawful, the remaining paragraphs will remain in full force and effect.
- 16.7. The Contract is governed by English law, and any legal proceedings relating to it must be brought in the English courts.
- 16.8. Any words following the terms "including", "include", "in particular", "for example" or any similar expression are illustrative and do not limit the words, description, phrase or term preceding them.
- 16.9. All other terms and conditions (whether express or implied) are excluded from the Contract and will not apply. Where there is any inconsistency between the Terms and the Specification, these Terms will prevail.

## CANCELLATION FORM

To: Jack Brunson & Son Limited, Customer Services, Jack Brunson & Son, The Old Mill Blenheim Sawmills, Combe, Witney, Oxfordshire, OX29 8ET.

I hereby give notice that I cancel my contract of sale of the following goods:

..... Address: .....

Ordered on: (under order number) ..... and/or received on .....

(Signed): ..... Telephone: .....

Name (Printed): ..... Email: .....