

- WINDOWS
- DOORS
- CONSERVATORIES
- ORANGERIES
- PORCHES
- ROOF TRIM

SALES
0208 6470600
01932 847977
EPSOM
01372 727007
SERVICE
0208 7736007

CONTRACT

Tosh and Trish
35 Broad Lane
Hamptons
Middx
TW12 3AL
07939024345
toshpuri@yahoo.com

Showcentre
5-7 South Street
Epsom
Surrey
KT18 7PJ
01372 727007

Showcentre
76 Church Street
Weybridge
Surrey
KT13 8DL
01932 847977

Head Office
6 Banstead Road
Carshalton
Surrey
SM5 3NR
0208 647 0600

Checkatrade



PLANTHERM



FENSA



Approved by



SEMI



Dear Tosh and Trish,

Thank you for choosing GHI Windows to undertake your home improvement project. We aim to carry out your installation with the greatest respect to your property and the minimum disturbance to yourself. Before the improvements start we would like to outline a few points to highlight key areas of the works that will be carried out. We have detailed below how we will prepare and finish each type of fitting. We kindly ask that before our in house installation teams arrive, can you ensure that the fitting areas are clear from ornaments, electrical items, soft furnishings along with curtains, blinds, and shutters all being fully removed. We take no responsibility for the cost of removal or re-fitting of such items unless stated otherwise on the additional notes of your contract.

Fig 1 – Standard Fitting – For replacement windows and doors

- Dust sheets will be laid in working areas and walk ways.
- Our installers will carefully remove your existing windows/doors, prepare the openings and supply and fit the replacements.
- We will make good upto 150mm around the newly installed product where damage has occurred during installation. Included would be additional trimming, filler, and external masonry. Definition of “making good” does not include painting, decorating, & wallpaper. It is not always possible to match exactly due to the age of the existing plastering, rendering, pebble dashing and brickwork.
- Internal windowboards can be replaced but must be agreed and detailed on the contract on the individual item at time of sale.
- New products will have protective tape removed and will be cleaned to remove all manufacturing marks after installation, unless agreed that the customer requires us to leave the tape on for the purpose of protection during renovation works. In this instance it will be the responsibility of the customer to clean their products after the necessary renovations have been completed.
- Refuse and old products will be removed from your property/site before our departure, we will recycle wherever possible.
- Final decoration eg. Painting and papering will be the customer’s responsibility.
- If you have existing secondary glazing to be removed by us please be aware there will be a mark left by this secondary and as a company we are not responsible for any of these marks or the making good that might be required i.e plastering.

Fig 2 – New Build Fitting – aperture is already prepared by 3rd party eg. Builder/contractor/homeowner

- Dust sheets will be laid in working areas and walk ways (if necessary)
- New items will be fixed into prepared openings by the builder/contractor/homeowner
- Internal windowboards can be provided but must be agreed and detailed on the contract on the individual item at time of sale.
- If fitting into blockwork our installers will leave all protective films on frames and apply expanding foam to the gap between the wall and frame. We will cut back foam, apply a trim to the head covering the protruding lintel leaving items neat and tidy ready for the render finish. In this instance it will be the responsibility of the customer to clean their products after the necessary renovations/extension works have been completed.

- If windows/doors are to be fixed into face brickwork, the external protective film will be removed and windows/doors will be cleaned and sealed with silicone. We will use architrave edging trims on top of sealant leaving a timeless effect.
- Any internal plaster and external render finishes should be carried out after installation by your 3rd party. If these finishes are carried out previous to your window/door installation it will be the customers responsibility to make good.
- Any internal/external paintwork, or floor finishes must be carried out after the installation by your 3rd party. We will not take any responsibility for damage to internal/external paintwork, or floor finished prior to our installation.

Fig 3 – New Build Fitting – aperture built by us

- Soft furnishings/electrical items should be moved 4 feet away from the working area.
- Depending on size of opening, arrangements will be made for the removal of brickwork/hardcore, a skip maybe required at your address for the time of the installation.
- We endeavour to keep dust to a minimum, but be aware there may still be high levels of dust that are out of our control. Please expect this to re-appear as it settles over the coming days after installation.
- We will carefully form the opening and prepare for the acceptance of doors or windows.
- Refuse will be removed from your property/site before our departure.
- Once products are installed we will finish in weather pointed face brick or render to the house finish externally, whilst internally we will dry line or hardwall formed block/brickwork for our final plaster finish.
- We will infill void left on door openings to screed level, finished floor to be supplied and installed by others unless stated otherwise at time of contract. A threshold board will be installed on door areas to fill the void left from removed brickwork unless stated on individual item notes.
- We will leave all products and working area clean and tidy after installation.
- Final decoration e.g. painting and papering will be the customer's responsibility.

Fig 4 – Sash Box Installation – full replacement windows/doors with traditional finishing's

Congratulations on choosing to incorporate our Ogee trim range, we will endeavour to create a feature which is as close to the original as possible. This trim range is put together using pvc unless stated otherwise and detailed in the notes. All trims will be joined with gap filler to ensure a colour fast and seamless effect.

- Dust sheets will be laid in working areas and walk ways.
- Our installers will carefully remove your existing windows/doors, prepare the openings and supply and fit the replacements.
- New products will be cleaned to remove manufacturing marks after installation.
- New windowboards, reveal liners and ogee architraves in PVCu unless subsequent alternatives are conveyed at point of sale and are stated on the contract.
- Externally, PVCu baton will be use to re-create cement render fillet as standard unless render fillet is specified at point of sale and stated on the contract.
- Refuse will be removed from your property/site before our departure.
- Final decoration e.g. painting, papering/plastering will be the customer's responsibility.
- We endeavour to keep dust to a minimum, but be aware there may still be high levels of dust that are out of our control. Please expect this to re-appear as it settles over the coming days after installation as these boxes are usually between 70 - 110years old.

Once the contract is signed and a deposit is received, your project will be passed onto our administration team who will be your main point of contact for your home improvement moving onto the following steps.

Contract	Timescales - Approximates
Survey Date	1-10 working days from signed contract
Installation Date	
Guarantee	2-4weeks from final payment on completed works
FENSA Certificate	6-12 weeks from final payment on completed works

*Please note that New Build, front doors, porches, conservatories, roof lanterns, flat roof lights & anything less than 50% glass do not require FENSA certificate.

Please be aware that the sizes indicated within graphics are for illustrative purposes only and are subject to final details upon our Technical Survey.

The above is not applicable to properties where building works are currently being undertaken, and sizes are being provided either by our customer or their 3rd party e.g. builder, architect.

Should you wish to contact our installation team please call on **0208 647 0600**.

We are extremely passionate about helping our customers improve and enhance their homes. Our commitment to providing you nothing but the best in products and customer service extends beyond sales, survey and installation process.

We look forward to being part of your home improvement project.

Kind regards,

Phil Ross

Additional Notes and Included Extras

Does the contract have any windows/doors/rooflights that are going into an extension / new build/ amendment of existing opening?

Property Type

Notes: Deposit of £3250 already Paid on World Pay ID no 35313197669

Customer is having no trims as they are having items plastered in

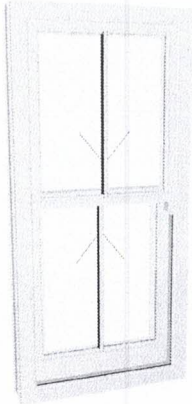
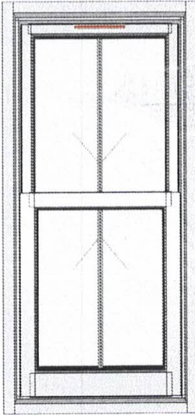
No Astrigal bars to French Doors and Side Panels

Only Astrigal Bars to top Panes on Ultimate Sashes

No Restrictors now needed

No

Detached House

Quote Reference:	2672024		
Item: 1	Ultimate Rose Sliding Sash		
Sash to match R9	Frame Detailed Specification		
	viewed from outside (External) - viewed looking into the property	viewed from inside (Internal) - viewed looking to outside of the property	
			
Width (mm)	750 (750)	Height (mm)	1600 (1600)

Please note, the sizes stated above on this contract are NOT your finalised order size. Finalised order sizes will be confirmed following your survey.

Detailed Frame Materials

Windows and Doors	Fitting: Fig 1
Frame system	Ultimate Rose
Frame Material	PVCu
Frame colour	White Foil
Cill	147mm integrated cill
Bottom Rail	Deep - Mechanical
Sash Horns	Run through
Limit stops	Shark Fins
Furniture finish colour	Chrome
Secured by design	Not required
Fully mechanically jointed	Mechanical
Gasket Colour	White
Midrail	35mm midrail
Trickle Vent	Yes

- Glass feature:** - Sash Window Astragal bars - White
- Glass feature:** - Sash Window Astragal bars - White
- Glass type:** A Rated Unit
- Glass type:** A Rated Toughened Unit

Notes:

Quote Reference:	2672024		
Item: 2	Ultimate Rose Sliding Sash		
Sash to match R9	Frame Detailed Specification		
	<p>viewed from outside (External) - viewed looking into the property</p> 	<p>viewed from inside (Internal) - viewed looking to outside of the property</p> 	
Width (mm)	750 (750)	Height (mm)	1600 (1600)

Please note, the sizes stated above on this contract are NOT your finalised order size. Finalised order sizes will be confirmed following your survey.

Detailed Frame Materials

Windows and Doors	Fitting: Fig 1
Frame system	Ultimate Rose
Frame Material	PVCu
Frame colour	White Foil
Cill	147mm integrated cill
Bottom Rail	Deep - Mechanical
Sash Horns	Run through
Limit stops	Shark Fins
Furniture finish colour	Chrome
Secured by design	Not required
Fully mechanically jointed	Mechanical
Gasket Colour	White
Midrail	35mm midrail
Trickle Vent	Yes

Glass feature:	- Sash Window Astragal bars - White
Glass feature:	- Sash Window Astragal bars - White
Glass type:	A Rated Unit
Glass type:	A Rated Toughened Unit

Notes:

Quote Reference:

2672024

Item: 1

Coupled frame assembly

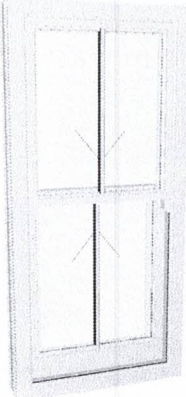
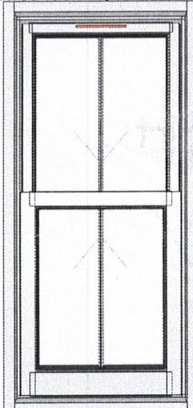
Rear Lounge

Fitting: Fig 1



Viewed from outside

Notes:

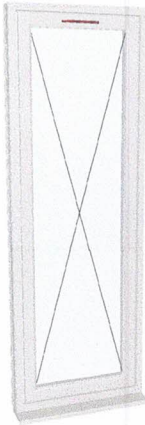
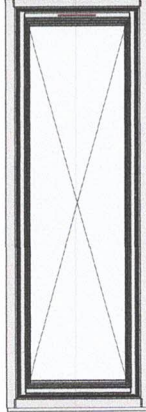
Quote Reference:	2672024		
Frame: 1	Vertical Slider		
Part of assembly	Frame Detailed Specification		
	viewed from outside	viewed from inside (Internal) - viewed looking to outside of the property	
			
Width (mm)	750 (750)	Height (mm)	1600 (1600)

Please note, the sizes stated above on this contract are NOT your finalised order size.

Detailed Frame Materials

Windows and Doors	
Frame system	Ultimate Rose
Frame Material	PVCu
Frame colour	White Foil
Cill	147mm integrated cill
Bottom Rail	Deep - Mechanical
Sash Horns	Run through
Limit stops	Shark Fins
Furniture finish colour	Chrome
Secured by design	Not required
Fully mechanically jointed	Mechanical
Gasket Colour	White
Midrail	35mm midrail
Trickle Vent	Yes

Glass feature:	- Sash Window Astragal bars - White
Glass feature:	- Sash Window Astragal bars - White
Glass type:	A Rated Toughened Unit
Glass type:	A Rated Unit

Quote Reference:	2372024		
Frame: 2	Balanced Casement window R9		
Part of assembly	Frame Detailed Specification		
	viewed from outside		viewed from inside (Internal) - viewed looking to outside of the property
			
Width (mm)	750 (750)	Height (mm)	2200 (2170)

Please note, the sizes stated above on this contract are NOT your finalised order size.

Detailed Frame Materials

Windows and Doors	
External frame finish	Grained White
Internal frame finish	Grained White
External sash finish	Grained White
Internal sash finish	Grained White
Outer frame	65mm O/frame
Cill type	150mm cill
Cill finish	Grained White
Drainage	Concealed drainage
Trickle Vent	Yes
Gasket Colour	White
Handle colour	Not applicable
Internal architrave	None
Hinge Type	Mega Egress hinges
Internal windowboard	

Glass feature: ---

Glass type: A Rated Toughened Unit

Quote Reference:	2372024
Frame: 3	Residence 9 Open Out French Door
Part of assembly	Frame Detailed Specification

viewed from outside		viewed from inside (Internal) - viewed looking to outside of the property	
			
Width (mm)	1500 (1500)	Height (mm)	2200 (2170)

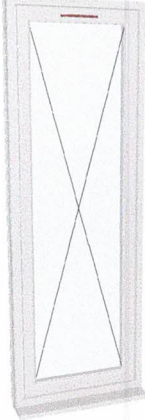
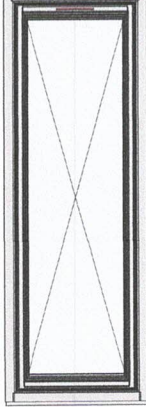
Please note, the sizes stated above on this contract are NOT your finalised order size.

Detailed Frame Materials

Windows and Doors	
External frame finish	Grained White
Internal frame finish	Grained White
External sash finish	Grained White
Internal sash finish	Grained White
Outer frame	65mm O/frame
Cill/vent	150mm cill
Cill finish	Grained White
Drainage	Concealed drainage
Handle Finish	Chrome Lever/lever
Slave Handle	Chrome Lever/lever
Restrictor stay	
Hinge Colour	As handle
Lock Type	High security
Threshold	Low Threshold
Internal threshold board	
Gasket Colour	White
Butt Hinge Colour	White

Glass feature: ---

Glass type: A Rated Toughened Unit

Quote Reference:	2372024		
Frame: 4	Balanced Casement window R9		
Part of assembly	Frame Detailed Specification		
	viewed from outside		viewed from inside (Internal) - viewed looking to outside of the property
			
Width (mm)	750 (750)	Height (mm)	2200 (2170)

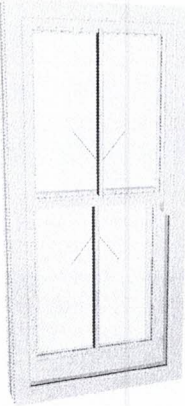
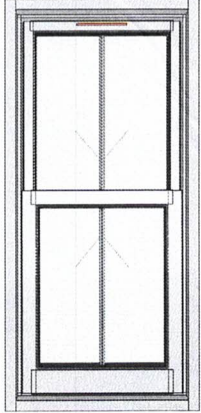
Please note, the sizes stated above on this contract are NOT your finalised order size.

Detailed Frame Materials

Windows and Doors	
External frame finish	Grained White
Internal frame finish	Grained White
External sash finish	Grained White
Internal sash finish	Grained White
Outer frame	65mm O/frame
Cill type	150mm cill
Cill finish	Grained White
Drainage	Concealed drainage
Trickle Vent	Yes
Gasket Colour	White
Handle colour	Not applicable
Internal architrave	None
Hinge Type	Mega Egress hinges
Internal windowboard	

Glass feature: ---

Glass type: A Rated Toughened Unit

Quote Reference:	2672024		
Frame: 5	Vertical Slider		
Part of assembly	Frame Detailed Specification		
	viewed from outside	viewed from inside (Internal) - viewed looking to outside of the property	
			
Width (mm)	750 (750)	Height (mm)	1600 (1600)

Please note, the sizes stated above on this contract are NOT your finalised order size.

Detailed Frame Materials

Windows and Doors	
Frame system	Ultimate Rose
Frame Material	PVCu
Frame colour	White Foil
Cill	147mm integrated cill
Bottom Rail	Deep - Mechanical
Sash Horns	Run through
Limit stops	Shark Fins
Furniture finish colour	Chrome
Secured by design	Not required
Fully mechanically jointed	Mechanical
Gasket Colour	White
Midrail	35mm midrail
Trickle Vent	Yes

Glass feature:	- Sash Window Astragal bars - White
Glass feature:	- Sash Window Astragal bars - White
Glass type:	A Rated Toughened Unit
Glass type:	A Rated Unit

I/We have carefully checked the window/door specification sheets specified above, and now return them with this contract. Please proceed with this order. I/We understand that:

1. Delivery of standard items will be in 10/16 weeks from Guild Home Improvements Ltd receiving confirmation that the survey meets expectations (completed survey will be sent for a final check from the customer). Guild Home Improvements Ltd will endeavour to keep any quoted lead times, but it is not the essence of this contract.
2. Future amendments post survey – an administration fee of minimum £100 will apply, and lead-time may be extended. I/We will be liable for all costs incurred by Guild Home Improvements Ltd as a result of any amendments.
3. An initial 25% deposit will be required to process this order. A further 25% will be required at time of survey to process your order with our suppliers. We require 45% payment upon booking your installation date for your home improvement project, with the final 5% payment being on the day of completed installation.
4. Future cancellation of this order will incur a loss of my 25% deposit, and I/We will be liable for all costs incurred by Guild Home Improvements Ltd at the time of cancellation. Such costs will not exceed the contract value.
5. It is the responsibility of the undersigned to check that Guild Home Improvements Ltd have interpreted this order correctly. No liability will be accepted by Guild Home Improvements Ltd for any errors in interpretation.
6. Manufacture shall not proceed until Guild Home Improvements Ltd have received the 25% survey payment and the confirmation of survey from the customer.
7. If products are being installed into a 'New Build' aperture by a 3rd party please take note of Fig 2 found on page 2 of this contract and in particular the reference of internal/external finishes to the floors and walls being completed after installation. Any defects/scratches to products installed need to be reported within 48hours from install for GHI to be held liable. Anything after 48hours will be the responsibility and fall chargeable to the customer.

Name: Guild Home improvements Ltd
Sort Code: 60-06-14
Account Number: 86929135

The undersigned agrees to purchase from Guild Home Improvements Ltd the goods specified above.

Signed:



Print: Tosh and Trish

Date: 23 July 2024

NETT PRICE:	£: 9833.09
VAT @ 20.00%	£: 1966.62
TOTAL PRICE:	£: 11799.71

Deposit (25%)	£: 2949.93
Survey (25%)	£: 2949.93
Upon booking Installation Date (45%)	£: 5309.87
Final Balance on Completion (5%)	£: 589.99

Please note: AMEX is not accepted

Please indicate if you have amended any of the attached drawings
Ready for Survey

YES

NO

GHI Terms & Conditions of Sale

1. Interpretation: The definitions in this clause apply in the terms and conditions set out in this document.
Goods: The products that we are selling to you as set out in the Order.
Installation Services: The installation services as detailed overleaf which you agree to purchase from us.
Order: Your order for the Goods and/or Installation Services as set out overleaf.
Order Confirmation: Shall have the meaning set out in clause 2.5.
We, us or our: Guild Home Improvements Ltd or GHI Windows registered office 7-11 Woodcote Road, Wallington, Surrey, SM6 0LH, Correspondence address is 6 Banstead Road, Carshalton, Surrey, SM5 3NR
Writing: or **written** includes faxes and e-mail.

2. Our contract with you

2.1 These are the terms and conditions on which we supply the Goods and or Installation Services to you;
a) Please ensure that you read these Terms carefully, and check that the details on the Order are complete and accurate, before you sign the Order. If you think that there is a mistake, please contact us to discuss, and please make sure that you ask us to confirm any changes in writing to avoid any confusion between you and us.
b) Works or items which you may feel have been verbally agreed with our sales team are not included unless they are specifically written into the contract.
c) We consider that these Terms and the Order constitute the whole agreement between you and us.
2.2 Any samples, drawings, or advertising we issue, and any illustrations contained in our catalogues or brochures, are produced solely to provide you with an approximate idea of the Goods they describe. The units specified on the Order will be manufactured according to the published specification, but pursuant to our policy of continuous improvements to our products, we must reserve the right to modify such specifications from time to time.
2.3 We may need to make changes to the specification of the Goods if required to conform with any applicable safety or other statutory requirements.
2.4 The Order is an offer by you to enter a binding contract, which we are free to accept or decline at our absolute discretion.
2.5 These Terms shall become binding on you and us when we issue you with written acceptance of an Order at which point a contract shall come into existence between
2.6 We have the right to revise and amend these Terms from time to time. You will be subject to the policies and terms in force at the time that you order the Goods from us, unless any change to those policies or these Terms is required by law or government or regulatory authority (in which case, it will apply to orders you have previously placed that we have not yet fulfilled).

3. The Goods

3.1 We warrant that on delivery, the Goods shall:
a) conform in all material respects with their description (please note windows and conservatories made from wood will always vary in appearance, particularly when finished wood stains are applied. Each tree has individual characteristics, some wood stain colours when applied may appear lighter or darker and we can take no responsibility for colour variation or matching existing colours and will not enter into any discussions in this regard);
b) be of satisfactory quality;
c) be fit for any purpose we say the Goods are fit for or for any reasonable purpose for which you use the Goods;
d) be free from material defects in design, material and workmanship (please note that we cannot accept liability for imperfections of a minor or insignificant nature – this is in accordance with the guidelines set out by the Glass and Glazing Federation); and
e) comply with all applicable statutory and regulatory requirements.
3.2 This warranty is in addition to your legal rights in relation to Goods which are faulty or which otherwise do not conform with these Terms. Advice about your legal rights is available from your local Citizens' Advice Bureau or trading standards office.
3.3 This warranty does not apply to any defect in the Goods arising from fair wear and tear, wilful damage, accident, negligence by you or any third party, if you use the Goods in a way that we do not recommend, your failure to follow our instructions, or any alteration or repair you carry out without our prior written approval.
3.4 We will take reasonable steps to protect the Goods properly and to ensure that you receive your order in good condition.

4. Defective goods and returns

4.1 In the unlikely event that the Goods do not conform with these Terms, please let us know as soon as possible after delivery. Subject to clause 4.3 we will check whether the Goods are faulty and if so we will:
a) replace the Goods; or
b) repair the Goods.
4.2 These Terms will apply to any repaired or replacement Goods we supply to you.
4.3 If any due payment is outstanding we may refuse to carry out remedial works (including any guarantee provisions) where reasonable.

5. Delivery

5.1 Delivery and/or installation dates suggested and marked overleaf are estimates only, and subject to change. Whilst we will use reasonable endeavours to effect delivery and complete installation by estimated dates, you shall not be entitled to terminate this contract because of failure to effect delivery or complete installation by estimated dates.
5.2 We will endeavour to meet the estimated timeframe for delivery and installation. In the event of delays, you will be kept informed. If there are any special circumstances which make the estimated completion date particularly important, these should be notified to us in writing when placing your order.

6. Installation

6.1 You will permit us (and our agents, employees and contractors) access to the installation site at all reasonable times so that we may complete the installation between the hours of 8.00am and 5.00pm.
6.2 Neither us (nor our agents, employees or contractors) will be responsible for any structural defects or underground obstructions existing in the installation site at the time of commencement of the works and which become evident as the Installation Services progress.
6.3 We cannot accept liability for imperfections of a minor or insignificant nature.
6.4 We will rectify any damage to plastering caused during installation to the areas close (in our reasonable opinion) to the items being replaced, but we cannot undertake to match exact finishes such as external rendering. It is the customer's responsibility for any redecoration after installation.
6.5 We will take the utmost care when removing windows and doors where tiling has been fitted up to the windows and doors, but can take no responsibility or accept any liability for damaged tiles which break under flexing when removing windows and doors as it is almost certain that tiles will break in this situation.
6.6 It is your responsibility to remove and replace curtains, blinds and pelmets. We will not be required to remove existing fittings and materials so that they may be capable of re-use. It is not possible to ensure an exact match to existing brickwork due to manufacturing processes, however we will use reasonable endeavours to obtain as close a match as possible.
6.7 We can provide, at additional cost, a skip for the removal of waste material from the site. If you make alternative arrangements for the removal of waste material, we cannot accept liability in respect of any accident, injury or damage resulting from your inability to arrange for the safe disposal of such waste material.
6.8 We are unable to guarantee that condensation will be eliminated following installation and give no warranty in this regard.
6.9 We are not permitted to move telephone cables and junction boxes attached to existing window frames it is your responsibility to arrange with your telephone provider for the relocation of these, either before or during installation.
6.10 It is your responsibility to ensure that any alarm systems attached to doors or windows which are to be replaced are disconnected before installation (and replaced and connected following installation).
6.11 It is your responsibility to remove any protective film/tape after we have left the property. We advise this is left on for no longer than 14 days after installation. GHI will not be responsible for any damage that occurs to the goods caused by the tape after this period.

7. Approvals

7.1 We will arrange FENSA certification where appropriate.
7.2 Unless otherwise agreed it is your responsibility to obtain all relevant and necessary approvals, including but not limited to any deed of covenant or landlord approval and/or those from local authorities in respect of building regulations, planning permission, alterations to listed buildings or alterations carried out in a

conservation area. We cannot be held responsible for any delay in completion of the contract, or other loss directly arising from your failure or delay in obtaining any of the above. Any costs associated with taking down or removing an installation in these circumstances will be the chargeable to you.

7.3 Any additional work found to be necessary after this contract being entered into in order to obtain or comply with any statutory or other approval or consent will (if undertaken by us) be charged to you in full.

8. Title and risk

8.1 Ownership of the Goods will only pass to you when we receive payment in full of all sums due for the Goods, including delivery charges.

9. Price and payment

9.1 The Price shall be the sum set out overleaf and shall be paid as follows:
a) a deposit of 25% of the Price payable on the acceptance of the Order;
b) a further 25% upon technical survey.
c) 45% Upon booking Installation Date.
d) the final 5% on completion of the installation.
9.2 These prices include VAT. However, if the rate of VAT changes between the date of the Order and the date of delivery, we will adjust the VAT you pay, unless you have already paid for the Goods in full before the change in the rate of VAT takes effect.
9.3 If you do not make any payment due to us by the due date for payment, we may charge interest to you on the overdue amount at the rate of 5% a year above the base rate of NatWest PLC. This interest shall accrue daily from the due date until the date of actual payment of the overdue amount, whether before or after judgment. You must pay us interest together with the overdue amount.
9.4 In the event of any minor defect with or damage to components such as but not limited to profile, glass, handles, hardware, weather seals and the like under the terms of the contract the installation will be deemed practically complete and the final balance will become payable. The company will accept the customer withholding retention of 5% of the outstanding balance in these circumstances. Until the defect is resolved, upon which payment is required without delay.
9.5 Without limiting any other remedies or rights that we may have, if you do not pay us on time, we may cancel or suspend any other outstanding Order until you have paid the outstanding amounts.
9.6 We agree to fully investigate any alleged defect notified to us by you provided we have received full payment of all sums due and payable to us by you.

10. Our liability to you

10.1 Subject to clause 10.3 below, if we fail to comply with these Terms, we are only responsible for loss or damage you suffer that is a foreseeable result of our breach of the Terms or our negligence, but we are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if they were an obvious consequence of our breach or if they were contemplated by you and us at the time we entered into this contract.
10.2 We only supply the Goods for domestic and private use. You agree not to use the Goods for any commercial, business or re-sale purpose.
10.3 We shall not be responsible for losses or damages that fall into the following categories:
a) loss of income or revenue;
b) loss of profit;
c) indirect loss;
d) consequential loss;
e) loss of business;
f) loss of anticipated savings;
g) loss of data; or
h) damages for disappointment or inconvenience, however, this clause 10.3 shall not prevent claims for foreseeable loss of, or damage to, your physical property.
10.4 Our total liability to you in respect of all losses arising under or in connection with the contract shall not exceed the total amount paid by you under the contract.
10.5 We do not exclude or limit in any way our liability for:
a) death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors;
b) fraud or fraudulent misrepresentation;
c) breach of the terms implied by section 12 of the Sale of Goods Act 1979 (title and quiet possession);
d) breach of the terms implied by sections 13, 14 and 15 of the Sale of Goods Act 1979 (description, satisfactory quality, fitness for purpose and samples); and
e) defective products under the Consumer Protection Act 1987.

11. Consumer Rights - Cancellation

Under Regulation 28 Section (b) of The Consumers Contracts (Information, Cancellation and Additional Charges) Regulations 2013 the supply of goods that are made to the customer's specification – Bespoke Goods, carry NO cooling off period. By signing this Contract, you are agreeing to the purchase of a Bespoke item/service which is not included within this Law.

12. Events outside our control

12.1 We will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations under these Terms that is caused by events outside our reasonable control (a "Force Majeure Event").
12.2 A Force Majeure Event includes any act, event, non-occurrence, omission or accident beyond our reasonable control and includes, in particular (without limitation), the following:
a) civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not) or threat or preparation for war;
b) fire, explosion, inclement weather, storm, flood, earthquake, subsidence, epidemic or other natural disaster;
c) impossibility of the use of railways, shipping, aircraft, motor transport or other means of public or private transport;
d) impossibility of the use of public or private telecommunications networks;
e) the acts, decrees, legislation, regulations or restrictions of any government.
f) pandemic or epidemic.
12.3 Our obligations under these Terms are suspended for the period that the Force Majeure Event continues, and we will have an extension of time to perform these obligations for the duration of that period. We will take reasonable steps to bring the Force Majeure Event to a close or to find a solution by which our obligations under these Terms can be performed despite the Force Majeure Event.

13. Transfer of rights and obligations

13.1 We may transfer our rights and obligations under these Terms to another organisation, but this will not affect your rights or our obligations under these Terms.

14. Notices and communications

If you wish to contact us in writing, or if any clause in these Terms requires you to give us notice in writing, you can send this to us by e-mail, by hand, or by pre-paid post to Guild Home Improvements Ltd, 6 Banstead Road, Carshalton Beeches, Surrey, SM5 3NR or by email to info@ghindows.co.uk. We will confirm receipt of this by contacting you in writing. If we must contact you or give you notice in writing, we will do so by e-mail, by hand, or by pre-paid post to the address you provide to us in the Order.

15. General

15.1 If any court or competent authority decides that any of the provisions of these Terms are invalid, unlawful or unenforceable to any extent, the term will, to that extent only, be severed from the remaining terms, which will continue to be valid fully permitted by law.
15.2 If we fail, at any time while these Terms are in force, to insist that you perform any of your obligations under these Terms, or if we do not exercise any of our rights or remedies under these Terms, that will not mean that we have waived such rights or remedies and will not mean that you do not have to comply with those obligations. If we do waive a default by you, that will not mean that we will automatically waive any subsequent default by you. No waiver by us of any of these Terms shall be effective unless we expressly say that it is a waiver and we tell you so in writing.
15.3 A person who is not party to these Terms shall not have any rights under or in connection with them under the Contracts (Rights of Third Parties) Act 1999.
15.4 These Terms shall be governed by English law and we both agree to the exclusive jurisdiction of the English courts.

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