Name:
Site Address:
Post Code:
Contact Name:
Contact Number:
Date

Estimated by: Robert

All windows and doors are supplied using FSC certified materials.
Thank you for your enquiry, we have pleasure in providing the supply only quotation for the attached sum of £00.00 + vat. Valid for 30 days. Please refer to the notes and queries section for more information regarding the contents of the quotation.
The attached pages detail the dimensions quoted, patterns and relevant notes which we have made in relation to the information provided.
Any subsequent variations to the quoted price, as a result of changes made to quantities, sizes and specification will be reflected in the final sum, should a revised quotation or order be required.
All products are quoted to the **Bailey Hague Joinery** standard sections and details unless stated otherwise within the quotation. These high-performance timber windows and doors have been supplied to many successful projects within the region and our website provide examples of these completed schemes which we are proud to be associated with.
We would be delighted to help you with this project and hope our competitive price, combined with market leading performance and design meets your requirements. If you wish discuss this quotation please call the office and we will be here to help with your questions.
All goods sold to **Bailey Hague Joinery** standard conditions as attached.

Yours sincerely,

Robert.

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Payment Terms: 50% deposit with order, balance prior to delivery

Frames delivered to site individually shrink wrapped, not palletised unless stated otherwise within your completed **Bailey Hague Joinery** delivery questionnaire, where appropriate alternative transport arrangements can be made. Please ensure sufficient labour is on site to unload the vehicle.
Frames can also be palletised at additional cost. **Bailey Hague Joinery** reserve the right to palletise should we feel it necessary to delivery safely and damage free, without prior notice.
Delivery is currently **8-10 weeks** but this alters as new orders are received, therefore please contact us as soon as possible so that we can endeavour to meet your delivery requirements.

If you are satisfied that this quotation represents your requirements and you wish to place an order, please sign this page and return copies of all the pages of this quotation along with your covering letter or official company order. Please note that this quotation is only a general agreement with final prices, sizes and the specification to be signed off within the order confirmation, prior to manufacture.

If you request a site survey by Bailey Hague Joinery, we will take responsibility for sizes when fully formed structural openings are present, or agree sizes with you or your representative when the aperture is not competed.

The final document issued prior to manufacture will be the order confirmation. This will be prepared with your final instructions and site survey information, should **Bailey Hague Joinery**, carry out a survey. The order confirmation supersedes all previous paperwork and represents the final contract to be signed off by you or your representative prior to production commencing and a delivery slot being confirmed. The order confirmation will be issued for your approval as soon as all the relevant dimensions and specification decisions have been confirmed with you.

Do you require a price for installation? **Bailey Hague Joinery**, offer this service when possible. Please contact us if you would be interested in a quotation for supply and fit.

Please read and return the attached delivery questionnaire when order is placed.
A returned and completed copy is required with all orders before they are processed.
Please advise if you require a site survey which may be at additional cost. Please complete and return site survey form attached if required.

SIGNED	PRINT NAME

DATE PURCHASE	ORDER NO.

MOBILE NUMBER	EMAIL

DATE PRODUCT IS REQUIRED ON SITE:
(Please state approximate week or month, DO NOT PUT ASAP)

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Bailey Hague Joinery Warranty Guide.

We aim to provide our customers with quality timber products and recent research has shown that wooden windows can have a desired life in excess of 60 years if maintained correctly. At all times we will provide a premier service and provide a full and comprehensive warranty service where required.

- 30-year guarantee on timber, except oak: see below.
- 5-year guarantee on double glazed units.
- Up to 10 years on paint, subject to exposure and maintenance.
- Up to 5 years on stain, subject to exposure and maintenance.
- 10- years guarantee on ironmongery operation only.
- 2-years guarantee on Oak Timber with 6-month maintenance cycles.

For full details please see our website at https://www.baileyhaguejoinery.co.uk/
O+M Manual and Warranty certificate will be provided once full and final payment has been received.

SALES NOTES:

1. Bailey Hague Joinery supply only for new build and install refurbishment. No retention accepted.
2. **Bailey Hague Joinery** sections and details have been quoted, these are available on request.
3. One delivery has been included unless otherwise stated. A delivery questionnaire will be issued, once an order has been placed.
4. Please state if you have any special delivery requirements? Specific vehicle size/type as this would be an additional cost.
5. Is a site measure required? Attached once order placed.
6. **Bailey Hague Joinery** do not have the facility to store items beyond the agreed delivery date. You will incur warehousing, insurance and handling charges if **Bailey Hague Joinery** need to arrange storage of your goods.
Please ask for a copy of the delivery questionnaire for details.
7. Do you have access problems to the openings where the frames are to be installed, such as access to the rear is through the building only? Unless advised otherwise, in writing, the frames will be provided as quoted with no consideration to handling in a smaller component form. Bi-folding doors will need to be considered as they are large items.
8. Have you included within your build programme to incorporate the use of a dehumidifier? **Bailey Hague Joinery strongly recommend** their use after windows have been installed and the wet trades are active. As the frames are timber, the use of a dehumidifier will reduce the swelling of the timber.
9. **Bailey Hague Joinery** products are non-load bearing and any damage caused as a result of loads being placed upon them will not be covered by our warranty.
10. Please note that when choosing colours that dark shades absorb more heat, therefore, the product is more liable to twist. Excessive movement is excluded from our standard warranty.
11. For our standard warranty please see https://www.baileyhaguejoinery.co.uk/

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All products

1. Sizes and specification to be confirmed. Sizing have been calculated from the use of a window schedule provided to us or survey?
2. glass specified i.e laminated, obscure toughened. Gas type?
3. cill extensions?
4. Paint colour RAL?
5. Timber type?
6. Mobility access required?
7. Child restrictors required?
8. Escape access?
9. All section sizes agreed as standard **Bailey Hague Joinery** details unless stated?
10. Trickle vents required?
11. Loading requirements. Manual, forklift?
12. Please advise if you require a window to act as a guard against falling in accordance with Part K2 of the building regulations. If so, the window must be fixed and calculation prepared to determine the specification required. Testing at additional cost may be required or a barrier installed across the window.
13. Internal window board groove included to all windows.
14. Do your existing frames have alarm contacts?

Sash Windows.

1. Box sash cords and weights quoted? Or Spring Balance?
2. Are the windows in recessed or flush reveals? This quote allows for the standard frame in a flush reveal.
3. Sash horns are included or not included? Standard design.
4. Sash window ironmongery consists of 2 sash catch, 2 sash lifts, security restrictor and pulleys (pulleys only available with cord and weight option).

Casement & Doors.

1. Are windows in recessed or flush reveals? This quote allows for the standard frame in a flush reveal?
2. 70mm cill extensions quoted, where stated on items?
3. Are doors open in or out? (Please refer to quote for opening type).
4. Do you require any doors to have a disabled access threshold? Minimum overall clear opening width of 775mm is required to achieve Part M.
5. Please confirm the leading leaf of French doors/ French doors have been quoted with the leading leaf on the left-hand side (viewed externally)
6. All doors quoted with individual locking cylinders with three keys supplied with each cylinder.
7. Doors will be supplied with standard brushed stainless-steel hinges unless advised otherwise.
8. Please advise the hanging jambs of the single doors, viewed externally.
9. Do you require child restrictors on casements?
10. If included; Knobs, Knockers, letter boxes and spy holes to front entrance doors - will be located in where we believe to be the most aesthetically pleasing positions unless specific positioning is otherwise instructed.

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Install Only.

1. Refer to the Terms and conditions for supply only contracts.
2. The installation price will require a survey prior to full quotation being sent.
3. Payment terms for installation is within 14 days of completion. Larger contracts payments are made by agreed valuation.
4. Variations and extra overs: Any unforeseen works of variations will be agreed prior to commencing to a fixed quotation where possible. Other rats will be agreed on site prior to undertaking the additional works.
5. The client for domestic properties will be responsible for providing a 240V electrical supply and reasonable access to water, toilet facilities at their cost.
6. New build will normally be supply only. If installation is required provision for 110V electrical power from a generator will be required.
7. All access platforms and scaffolding will need to be signed off and up to date to the correct regulations.
8. All openings will need to be fully formed and complete prior to installation.
9. The client will make available reasonable secure storage space for the duration of the works.
10. Responsibility for all works carried out and/or material delivered to site shall be at the client's risk from delivery.
11. Gas and Electrical equipment/appliances: owing to insurance restrictions we can not fit, adjust or attend to any electrical or gas equipment/appliances.
12. Decoration: Our quotations do not include decoration, unless otherwise stated. All internal/external woodwork, doors should be knotted and primed immediately. If this is not been covered in the quotation and carried out during the manufacturing process. All external doors and windows will be fully factory finished so will need no decoration. All external wood work that is not factory finished should be primed, painted/varnished immediately.

Typical finishes.

a. Ashellac Knotting
b. An Oil Based Wood Primer
c. One/Two coats of oil-based undercoat.
d. One/ Two oil based top coats.

We do not guarantee any additional items that are not factory finished by **Bailey Hague Joinery**.

13. Whilst all due care will be taken Precision Carpentry & joinery can not be held responsible for any cracking or damage that may occur by structural movement or vibration during the course of work under taken. This includes any structure lintel movement or no lintel in place once the existing window/door is removed.
14. Dust sheets will be used at all times to protect floor covering but we cannot be held responsible if dust does get between floor and sheets, though we will take every precaution to prevent this happening.
15. Waste will be removed from site including all old windows and doors or a skip will be delivered to site as part of the agreement prior to starting?

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Terms and Conditions - Supply Only

1. General

1. “Business Day” means a day (other than a Saturday, Sunday or public holiday) when banks in London are open for business.
2. “Company” means Bailey Hague Joinery (registered in England and Wales with company number **06569391**).
3. “Consumer” means an individual acting for purposes which are wholly or mainly outside that individual's trade, business, craft or profession.
4. “Contract” the contract between the Company and the Customer for the sale and purchase of the Goods in accordance with these Terms and Conditions.
5. “Contract Price” means the price payable by the Customer for the Goods under the Contract inclusive of any increases made pursuant to these Terms and Conditions.
6. “Customer” means the person who contracts with the Company for the sale or supply of the goods by the Company on these Terms and Conditions.
7. “Force Majeure Event” has the meaning given to it in clause 11.
8. “Goods” means the goods (including any instalment of goods or accessories or parts of them) which the Company is to sell or supply under the Contract upon the Terms and Conditions.
9. “Guarantee” any guarantee supplied by the Company in respect of the Goods.
10. “Order” means the Customer's order for the Goods, as set out in the Customer's written acceptance of the Company's quotation.
11. “Specification” means any specification for the Goods, including any related plans and drawings, that is agreed by the Customer and the Company.
12. “Term or terms” means any of the clauses or sub-clauses or headings contained in this document.
13. “Terms and Conditions” means these terms and conditions.
14. “Writing” includes emails but excludes faxes.
15. Any reference in these Terms and Conditions to any provision of a statute shall be construed as a reference to that provision as amended, re-enacted or extended at the relevant time.
16. The headings in these Terms and Conditions are for convenience only and shall not affect their interpretation.

2. Information about the Company and how to contact it

1. The Company's registered office is at 2, Station Cottages, Moor Ln, Sherburn in Elmet, Leeds LS25 6ES. Its registered **VAT number is?**
2. The Customer can contact the Company by telephoning the sales team on (01977) 680 121 or (01904) 501 221 or (01423) 608 379), or by writing to it at info@baileyhaguejoinery.co.uk
3. If the Company has to contact the Customer it will do so by telephone or by writing to it at the email address or postal address the Customer provided in its Order.

3. Basis of the Sale and/or Supply

1. These Terms and Conditions apply to the Contract to the exclusion of any other terms that the Customer seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.
2. The Company shall sell and/or supply and the Customer shall buy the Goods in accordance with any Order by the Customer which is accepted by the Company subject to these Terms and Conditions which shall govern the Contract.

4. Order and Specification

1. The Order constitutes an offer by the Customer to purchase the Goods in accordance with these Terms and Conditions. The Customer is responsible for ensuring that the terms of the Order and any applicable Specification submitted by the Customer are complete and accurate, and the Company shall have no liability whatsoever to the Customer for any errors, inaccuracies or mistakes in the Specification.
2. The Order shall only be deemed to be accepted when the Company issues a written acceptance of the Order, at which point the Contract shall come into existence.
3. The Contract constitutes the entire agreement between the parties. The Customer acknowledges that it has not relied on any statement, promise, representation, assurance or warranty made or given by or on behalf of the Company which is not set out in the Contract.
4. A quotation for the Goods given by the Company shall not constitute an offer. A quotation shall only be valid for a period of 30 Business Days from its date of issue.
5. The Company reserves the right to make any changes to the Specifications of the Goods which are required to conform with any applicable safety or statutory requirement.
6. The Contract may not be cancelled except by the written agreement of the Company and on the terms that the Customer shall indemnify and pay the Company in full against all loss (including loss of profit) costs (including the costs of all the labour and material used) damages charges and expenses incurred by the Company as a result of the cancellation.
7. Where the Company provides samples of the Goods these are representative only and demonstrate a typical item and its construction. They shall not form part of the Contract or have any contractual force. The company reserves the right to change or alter any aspect of the design or specification of the Goods or substitute any materials to be used in the manufacture of the Goods without reference to the Customer where the Company deems such change or alteration will provide an equivalent standard to those Goods described in the Contract.
8. All patterns, materials, drawings, specifications, designs and other information and written material provided by the Company shall remain its property and or technical information. Patentable, copyright, design right and registered designs arising from the execution of any orders shall become the property of the Company.

5. Price and Payment

1. The Contract Price shall be that set out in the Order.
2. If the Customer is purchasing Goods as a business, the Company reserves the right to increase the price of the Goods due to increases in cost incurred by the Company due to any factor reasonably beyond the Company's control providing notice is given to the Customer of such price increases before the Goods are delivered to the Customer.
3. If the Customer is purchasing Goods as a business, all prices are exclusive of VAT which will be charged at the prevailing rate at the time of invoicing. If the Customer is purchasing Goods as a Consumer, all prices are inclusive of VAT.
4. The Contract Price is net of all discounts. No deductions are to be made to the Contract Price in respect of discounts or other sums. The Contract does not provide for deduction or withholding of any sums in respect of retention monies.
5. The Company requires payment of 50% of the Contract Price when the Customer places its Order, and the balance shall fall due for payment when the Goods are delivered to the Customer. Installation price will be due 14 days after final install sign off.
6. The Customer shall make full payment, with no deductions, in cash by cheque or money order made payable to the Company.
7. Without prejudice to any other right of the Company if the Customer fails to pay the Contract Price by the due date the Customer shall pay interest on any overdue amount from the date due to that on which it is made (whether before or after judgement) on a daily basis at

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a rate of [4% p.a. over the base rate from time to time quoted by Santander Bank and shall reimburse the Company all costs and expenses (including legal costs) incurred in the collection of any overdue amount and the Company shall be entitled to cease or suspend work on any or all other contracts which it has with the Customer.

6. Consumer Specific Clauses

1. This clause 5 shall only apply if the Customer is purchasing the Goods as a Consumer.
2. As the Goods supplied by the Company are made to the Customer's specification, the Customer has no right to cancel the Contract under the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013.
3. Subject to clauses 10.1 and 11, if the Company fails to comply with these Terms and Conditions, it is responsible for loss or damage the Customer suffers that is a foreseeable result of it breaking this Contract or its failing to use reasonable care and skill, but it is not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if either it is obvious that it will happen or if, at the time the Contract was made, both the Company and the Customer knew it might happen, for example, if the Customer discussed it with the Company during the sales process.
4. The Company is under a legal duty to supply Goods that are in conformity with the Contract. The box below summarises the Customer's key legal rights in relation to the Goods. Nothing in these Terms and Conditions will affect the Customer's legal rights. Summary of your key legal rights

This is a summary of the Customer's key legal rights. These are subject to certain exceptions. For detailed information please visit the Citizens Advice website www.adviceguide.org.uk or call 03454 04 05 06.
The Consumer Rights Act 2015 says goods must be as described, fit for purpose and of satisfactory quality. During the expected life of the Customer's good its legal rights entitle it to the following:

-up to 30 days: if the Customer's item is faulty, then it can get a refund.
-up to six months: if the Customer's faulty item can't be repaired or replaced, then it is entitled to a full refund, in most cases.
-up to six years: if the item can be expected to last up to six years the Customer may be entitled to a repair or replacement, or, if that doesn't work, some of its money back.

If the Customer wishes to exercise its legal rights to reject Goods, as specified in the above box, it must either return them in person to where it bought them, post them back to the Company or (if they are not suitable for posting) allow the Company to collect them from it. The Company will pay the costs of postage or collection. The Customer should call customer services on (01977) 680 121 or (01904) 501 221 or (01423) 608 379 or email the Company at info@baileyhaguejoinery.co.uk to arrange collection.

7. Delivery

1. Goods will be delivered by the Company to the place stated in the Order.
2. Where dates have been quoted for delivery these are for guidance only and the Company does not warrant that delivery will take place on these or any other specified dates. Time for delivery shall not be of the essence of the Contract. Whilst the Company shall use its best endeavours to deliver the Goods in accordance with any specified delivery dates, delivery may be delayed due to circumstances beyond its control, including, without limitation:

a. delays in the delivery of the Goods to the Company by its supplier;
b. rejection of defective or faulty Goods delivered to the Company by its supplier;
c. amendments to the Specification by the Customer; or
d. fire or flooding at the Company's supplier's premises,
and in such circumstances, the Company shall have no liability to the Customer whatsoever for late delivery.

3. **If the Customer is purchasing Goods as a Consumer**, in the event of substantial delay it may contact the Company to end the Contract and receive a refund for any Goods that it has paid for but not received.
4. Goods may be delivered in advance of a quoted delivery date upon giving reasonable notice to the Customer.
5. Where Goods are to be delivered in instalments, each delivery shall constitute a separate contract and failure by the Company to delivery any one or more of the instalments in accordance with these Terms and
Conditions or any claim by the Customer in respect of any one or more instalments shall not entitle the Customer to treat the Contract as a whole as cancelled.
6. If the customer fails to take delivery of the Goods or fails to give the Company adequate delivery instructions then without prejudice to any of the other of the Company's rights or remedies the Company may:

a. Store the Goods until actual delivery and charge the Customer for the reasonable costs of storage and any further delivery costs; or
b. Sell the Goods at the best price readily obtainable and after deducting all reasonable storage and selling costs account to the customer for any excess over the Company's price for the Goods or charge the Customer for any shortfall below the Company's price; or
c. Otherwise dispose of the Goods and charge the Customer the reasonable cost of disposal.

8. Risk and Title

7. This clause 8 shall apply where the Customer is purchasing Goods as a business.
8. Risk of damage or loss of goods shall pass to the Customer when off-loading the Goods from the Company's transport or on loading the Goods onto the Customer's own transport by the company at the place of manufacture. The Customer shall insure at its own expense, on behalf of the company, the Goods to their full value.

9. Claims Notification

1. This clause 9 shall apply where the Customer is purchasing Goods as a business.
2. It is the duty of the Customer to inspect all Goods immediately on delivery.
3. Any claim for non-delivery of any Goods shall be notified by the Customer to the Company within 7 days of the date on which the Goods should have been delivered.
4. Any claim that the Goods are not of the correct quality or that the Goods do not comply with the accepted offer shall be notified by the Customer to the Company within seven days of the delivery of the Goods.
5. Any claim that any Goods have been delivered damaged or Goods are defective shall be notified by the Customer to the Company within seven days of the Goods delivery which the Customer agrees is a reasonable period in which to discover such damage and defect in the Goods.
6. Unless the Company receives notification of non-delivery or damaged or defective Goods in accordance with the above conditions, it shall be entitled to treat the Contract as completed in accordance with its advice note or notes accompanying delivery of the Goods and accordingly the Company shall not be liable for any shortage damage or non-performance or defect in the Goods.
7. Any claim under the above conditions must be in writing and contain full details of the claim including any identifying batch or production numbers of any allegedly defective Goods.

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8. Any claim made by the Customer under the Contract shall not entitle the Customer to return the Goods to the Company but rather the Company shall be afforded reasonable opportunities and facilities to investigate any claim made under this condition at the Customer's place of business if it should so elect. The Customer shall if so requested in writing by the Company promptly return any Goods which are the subject of any claim together with any packing securely packed and carriage paid to the Company for examination and such Goods shall remain at the risk of the Customer.
9. In the event of any examinations or investigations carried out by the Company or allegedly defective goods revealing no defect for which the Company is liable then the Company shall not be liable for damage caused to or incurred by the Goods as a result of such examinations or investigations and all costs of such examinations or investigations shall be borne by the Customer.
10. The Company shall have no liability with regard to any claim in respect of which the Customer has not complied with the provisions of this clause 9.

10. Warranties and Liabilities
1. Under no circumstances shall the Company have any liability of whatever kind for:
i. any defects resulting from wear and tear, accident, improper use the Customer or any third-party storage of the Goods by the Customer otherwise than in accordance with the instructions or advice of the Company or materials provided by the Customer;
ii. Goods which have been adjusted, altered, modified, repaired or had other work carried out otherwise than by the Company;
iii. the suitability of the Goods for use under specific conditions whether or not the conditions were known or communicated to the Company although advice provided on the request of the Customer is given to the best of the Company's knowledge and on the basis of research and experience;
iv. any description, designs, illustrations, specifications, drawings and particulars of sizes and measurements submitted by the Company or contained in any pamphlets, quotations, catalogues, brochures and price lists of the Company since they are merely indented to represent a general idea of the goods and not to form part of the Contract or be treated as representations;
v. any information, recommendations, statements or advice furnished by the Company, its servants or agents not given in Writing in response to a specific written request from the Customer before the Contract is made; or
vi. any variations in the quantities of any Goods or changes in their specification or design or substitution of any materials if the variations or changes or substitution does not materially affect the characteristics of the Goods and the substituted material or specification is of a quality equal to or superior to that originally specified.

2. Clauses 10.3 to 10.10 below shall only be applicable to the extent that the Customer is purchasing Goods as a business.
3. Because the potential losses which the Customer might suffer as a result of any breach of Contract by the Company are more easily ascertainable by the Customer AND because such losses could be wholly disproportionate to the Contract Price AND so that the Company can keep the Contract Price as low as reasonably possible THE CUSTOMER AGREES with the Company limiting its liability in accordance with these Terms and Conditions and/or any Guarantee.
4. The Company shall have no liability to the Customer (other than liability for death or personal injury resulting from the Company's negligence) for any loss or damage of any nature arising from any breach of any express or implied warranty or condition of the Contract or any negligence breach of statutory or other duty on the part of the Company in any other way out of or in connection with the performance or purported performance of or failure to perform the Contract except in accordance with this condition.
5. The Company undertakes to repair or at the sole option of the Company replace within one year from the date of delivery of the Goods any item manufactured by the Company which forms part of the Goods and which proves defective within one year from the date of delivery of the Goods.
6. If the Customer establishes that any Goods have not been delivered, have been delivered damaged, are not of the correct quality or the Goods do not comply with the Order for the Goods or are defective the Company shall at its option replace with similar goods any Goods which are missing, lost or damaged or do not comply with the said order or allow the Customer credit for their invoice value or the cost of repair of any damaged Goods.
7. The delivery of any repaired or replacement Goods shall be at the Company's premises or other delivery point specified for the original Goods.
8. Where the Company is liable in accordance with this Condition in respect of only some or part of the instalment of the Goods the Contract shall remain in full force and effect in respect of the other or other parts of the instalment of the Goods and no set-off or other claim shall be made by the Customer against or in respect of such other or other part of the instalment of the Goods.
9. Under no circumstances shall the Company be liable for any claim made by the Customers for consequential, indirect or economic loss or damage.
10. Without prejudice to the generality of the foregoing under no circumstances whatsoever shall the liability to the Company to the Customer under or in connection with matters arising from the Contract howsoever arising exceed the Contract Price (except in the case of liability for death or personal injury resulting from the Company's negligence).

11. Force Majeure
1. Subject to clause 7.3, neither party shall be liable for any failure or delay in performing its obligations under the Contract to the extent that such failure or delay is caused by a Force Majeure Event. A Force Majeure Event means any event beyond a party's reasonable control, which by its nature could not have been foreseen, or, if it could have been foreseen, was unavoidable, including strikes, lock-outs or other industrial disputes (whether involving its own workforce or a third party's), failure of energy sources or transport network, acts of God, war, terrorism, riot, civil commotion, interference by civil or military authorities, national or international calamity, armed conflict, malicious damage, breakdown of plant or machinery, nuclear, chemical or biological contamination, sonic boom, explosions, collapse of building structures, fires, floods, storms, earthquakes, loss at sea, epidemics or similar events, natural disasters or extreme adverse weather conditions, or default of suppliers or subcontractors.

12. Data protection
1. If the Customer is purchasing Goods as a Consumer, the Company will use the personal information the Customer provides to it:
i. to supply the Goods to the Customer;
ii. to process the Customer's payment for the Goods; and
iii. if the Customer agrees to this during the order process, to inform the Customer about similar Goods that it provides, but the Customer may stop receiving these at any time by contacting the Company.

2. The Company will only give the Customer's personal information to third parties where the law either requires or allows it to do so.

13. Notices.
1. This clause 13 shall only apply if you are purchasing Goods as a business. If you are purchasing Goods as a Consumer, please see clause 2 for information on how to contract the Company.
2. Any notice or other communication given to a party under or in connection with the Contract shall be in writing, addressed to that party at its registered office (if it is a company) or its principal place of business (in any other case) or such other address as that party may have specified to the other party in writing in accordance with this clause, and shall be delivered personally, sent by pre-paid first class post or other next working day delivery service, commercial courier, or e-mail.

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3. A notice or other communication shall be deemed to have been received: if delivered personally, when left at the address referred to in clause 13.1; if sent by pre-paid first class post or other next working day delivery service, at 9.00 am on the second Business Day after posting; if delivered by commercial courier, on the date and at the time that the courier's delivery receipt is signed; or, if sent by e-mail, one Business Day after transmission.
4. The provisions of this clause shall not apply to the service of any proceedings or other documents in any legal action.

14. General

1. The Company may at any time assign, transfer, mortgage, charge, subcontract or deal in any other manner with all or any of its rights or obligations under the Contract.
2. The Customer may not assign, transfer, mortgage, charge, subcontract, declare a trust over or deal in any other manner with any or all of its rights or obligations under the Contract without the prior written consent of the Company.
3. If any provision or part-provision of the Contract is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of the Contract.
4. A person who is not a party to the Contract shall not have any rights to enforce its terms.
5. Except as set out in these Terms and Conditions, no variation of the Contract, including the introduction of any additional terms and conditions, shall be effective unless it is in writing and signed by the Company.
6. The Contract and its subject matter are confidential and shall not be disclosed or used for any unauthorised purpose.
7. A waiver of any right or remedy under the Contract or law is only effective if given in writing and shall not be deemed a waiver of any subsequent breach or default. No failure or delay by a party to exercise any right or remedy provided under the Contract or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

15. Law and Construction

1. The Contract shall be governed by English law and the Customer consents to the exclusive jurisdiction of the English Courts in all matters regarding the Contract except to the extent that the Company invokes the jurisdiction of the courts of any other country.
2. If the Customer is purchasing Goods as a Consumer, if it lives in Scotland it can bring legal proceedings in respect of the Goods in either the Scottish or the English courts. If it lives in Northern Ireland it can bring legal proceedings in respect of the Goods in either the Northern Irish or the English courts.

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