

Mumford & Wood Limited

Terms and Conditions - Supply and Fit

These terms and conditions together with the Online Quote Request Form, the Customer Purchase Order and the Confirmation of Survey Form together constitute the contract between you and us ("Contract") to the exclusion of all other terms unless agreed otherwise between us and you in writing. Please read all the documentation carefully as you will be legally bound by the Contract. In the event of any conflict between a provision in these terms and conditions and the terms in the Customer Purchase Order, the terms of the Customer Purchase Order shall prevail.

1 Definitions

These definitions are designed to help you understand these terms and conditions.

"Commissioned Works"	means the manufacture of bespoke products and the installation of them into the Property, which you have commissioned us to undertake
"Confirmation of Survey Form"	means the form provided to you by our Surveyor at the time of the survey. This form confirms the details of the survey and information you have provided to us (written, and/or verbal) as well as the information in the Online Quote Form
"Customer Purchase Order"	means the form we provide to you containing the initial quotation for the Commissioned Works and the Works Specification, once we receive the Online Quote Request Form or your verbal or written enquiry as the case may be
"day"	means any week-day, being Monday to Friday inclusive, but not including bank holidays in England and Wales
"Online Quote Request Form"	means the online form, which is available at www.mumfordwood.com which you have completed, providing us with the information we require to assist us in being able to send you the Customer Purchase Order giving you our initial quotation
"Products"	means products manufactured and/or supplied by us to you, which may include windows and doors
"Property"	means the property at which the bespoke products are to be installed, the address of which is on the Customer Purchase Order
"Variation of Contract Form"	means the form which will be provided by us to you in the event that following completion of the survey either the quotation or the Works Specification, or both, need to be amended
"we"	means Mumford & Wood Limited, and "us", "our" and "ours" shall be construed accordingly
"Works Specification"	means the specification of the Commissioned Works, which will be provided on the Customer Purchase Order and/or the Variation of Contract Form and which gives details of the work we will be carrying out
"you"	means you, the customer, and "your" and "yours" shall be construed accordingly
"written"	shall not include facsimile, and "in writing" shall be construed accordingly.

2 First Quotation and Survey

- 2.1 Once we have received your completed Online Quote Request Form or your enquiry (by telephone, email or post) we will telephone you to confirm the information you have provided. We will then provide an initial quotation over the telephone for the price of the Commissioned Works and we will also confirm the quotation to you in writing. This quotation is given in good faith, is only valid for a period of 30 days and is subject to survey. A copy of these terms and conditions together with a completed Customer Purchase Order stating the quoted price will also be provided with the quotation. You should retain a copy of these terms and conditions for future reference if sent by post or print off a copy of those provided in the email.
- 2.2 If you accept our initial quotation, please sign and date the Customer Purchase Order (which will detail the Works Specification) and return them to us enclosing the deposit payment of 50% of the amount quoted for the Commissioned Works. You may also make this payment over the telephone by credit/debit card. If sending us a cheque, please make it payable to Mumford & Wood Limited. Please also ensure you write your name and the Property address on the back of the cheque. We will email you an acknowledgement of receipt of your payment as soon as we receive it. Please note, once you pay us the deposit, you will be deemed to have accepted the initial quotation and these terms and conditions and you will have entered into a binding contract with us, whether or not you return a signed Customer Purchase Order to us.
- 2.3 As soon as we receive payment of the deposit we will arrange for our surveyor to visit the Property to ascertain whether there are any further factors we need to take into account before we commence the Commissioned Works. If our surveyor ascertains that the Commissioned Works will cost more than we originally quoted (for example because you need to install new lintels) or you decide to add extra features to the Commissioned Works, or alter the specification of the Commissioned Works, or having carried out the survey, we decide that the Commissioned Works are not viable for us to undertake, we reserve the right to:
 - 2.3.1 amend the initial quotation; or
 - 2.3.2 decide not to continue with the Contract, in which case we reserve the right to deduct a reasonable administration fee before refunding the deposit to you. If we decide to cancel the Contract, we will inform you in writing within 14 days of the survey.
- 2.4 Your payment of the deposit to us constitutes your confirmation that we may send our surveyor to your Property. We aim to send our surveyor out at the earliest opportunity, but in any case, within 21 days of receipt of the deposit. If you decide to change your mind and not continue with the Contract, you may cancel it for a full refund, provided:
 - 2.4.1 our surveyor has not already attended the Property; and
 - 2.4.2 you send us written notice of cancellation by either email or post to the address given in clause 18 within 7 days of having paid the deposit.
- 2.5 Once the survey has been carried out, our surveyor will inform us if it will be necessary to amend the quotation, in which case we will provide you with a Variation of Contract Form either through our surveyor on site or by post. This will state the reason for the variation, any additional costs, any revision to the Works Specification and the amount of additional deposit money required from you in order to bring the total deposit money paid by you to equal 50% of the revised quotation in respect of the Commissioned Works. If you wish to accept this revised quotation (and revised Works Specification if applicable), you should sign the Variation of Contract Form and give it back to the surveyor (if applicable, in which case we will send a copy of it back to you) or send it back to us. If you accept the Variation of Contract Form at the time of the survey, you can also give the surveyor a cheque for the balance deposit or telephone us to pay by credit card.
- 2.6 If you do not wish to accept the revised quotation, you may cancel the Contract, providing you give us written notice of cancellation in accordance with clause 18 within 7 days of the date of the Variation of Contract Form. If relevant, you may decide to continue with the Contract, but not confirm your request for additional features or altered specification (if applicable), in which case our surveyor will inform us that no changes to the quotation are required.
- 2.7 If at this stage you decide not to continue with the Contract, provided you give us notice in accordance with clause 18 and within 7 days as mentioned in clause 2.6, we will refund your deposit, subject to our right to deduct a reasonable administration fee, which at this stage will be cost of the survey (£330 including VAT). If in the meantime you have confirmed that we may lodge any necessary planning applications in relation to the Commissioned Works, we will also deduct the costs we have incurred in this regard to date from your deposit; however we will let you know what these costs are beforehand.

3 Commencement of Manufacture

As soon as we receive the Confirmation of Survey Form and if applicable the Variation of Contract Form, we will commence the process of manufacturing your bespoke Products.

4 Your Obligations

- 4.1 You shall grant our surveyor and our representatives unrestricted access to the Property at all reasonable times for the purpose of taking measurements, carrying out the Commissioned Works and for any subsequent remedial work if required.
- 4.2 You shall permit us to any site, any skips, ladders, scaffolding, vehicles or other equipment at the Property for the purposes of completing our contractual obligations.
- 4.3 You agree at your own cost to provide such electricity, gas, water and other necessary facilities to enable us to complete the installation of the bespoke Products and if necessary any remedial works.
- 4.4 In the event of access being required to neighbouring land it will be your responsibility to ensure that access is granted. We shall not be held liable for any delays arising out of your inability to gain access to such neighbouring land.
- 4.5 We reserve the right to charge you for any additional reasonable costs and expenses we may incur as a result of your failure to comply with clause 4.3 or clause 4.4.
- 4.6 You authorise us to carry out credit checks against you. We reserve the right to terminate this Contract if we deem that you are an unsuitable credit risk, in which case, subject to our right to deduct our reasonable administration fee and the other provisions of these terms and conditions, we will refund your deposit to you.
- 4.7 You must apply for any necessary planning permissions in respect of the Commissioned Works. If the Property is a listed building, is situated within a conservation area, an area of outstanding natural beauty, a national park or the Norfolk and Suffolk Broads or subject to direction under Article 4 of the Town and Country Planning (General Permitted Development) Order 1995 ("Order"), you will need to make the necessary application to the relevant authority in respect of the Commissioned Works.
- 4.8 Should any such application:
 - 4.8.1 be accepted but only on condition that the works specified must be revised, you shall indemnify us against any increase in costs we incur as a result; or
 - 4.8.2 In the event of either 4.8.1 or the application is refused; we reserve the right at our sole discretion cancel this Contract in which case we will refund you your deposit subject to deductions for any costs we may have incurred.
- 4.9 If you have not sought the necessary planning permission and the property is situated within a conservation area, an area of outstanding natural beauty, a national park, the Norfolk and Suffolk Broads or is the subject to a direction under Article 4 of the Order we shall be entitled to assume without any further enquiry, that the Property is not subject to any such restrictions. We accept no liability whatsoever in the event of enforcement or other action by any person, statutory body, local authority or any other such body if it turns out to be the case that the relevant consents should have been obtained.

5 Our Obligations

- 5.1 We will make good any damage we cause during the installation of the bespoke Products to plaster, floors, rendering or brickwork immediately surrounding any of our bespoke Products installed, however we will be under no obligation to leave the surrounding areas in a better condition than they were in before work commenced.
- 5.2 We do not undertake to replace any tiles or repair any specialised finishes on the areas surrounding the installation of the bespoke Products (including but not limited to wallpaper or paintwork). Further we do not undertake to remove intact any pane of glass from old windows.
- 5.3 We do not accept responsibility for any damage resulting from structural or other defects in the Property which does not arise solely as a result of the installation of the bespoke Products.
- 5.4 Unless otherwise agreed in writing, we do not undertake to re-site any gas, electrical wiring, plumbing or telephone installations, which may be necessary in order for us to carry out our obligations under this agreement. You should make suitable arrangements for any such re-siting to be carried out prior to our commencement of the installation of the bespoke Products. We will not be liable for any delay in carrying out the installation as a result of your failure to make such suitable arrangements.

6 Price and Payment

- 6.1 The price for the Commissioned Works shall be the price stated on the Customer Purchase Order, or the Variation Contract Form (as the case may be) mentioned in clause 2.5.
- 6.2 Unless otherwise agreed in writing we will invoice you the following amounts at the following stages:
 - 6.2.1 40% of the Contract price on delivery of the bespoke Products (unless otherwise agreed in writing, please hand payment to our driver);
 - 6.2.2 the remaining 10% of the Contract price on completion of installation of the bespoke Products at the Property (unless otherwise agreed in writing, please hand payment to our installers).
 - 6.2.3 In addition to the invoiced amounts under clause 6.2.1 and clause 6.2.2, we will also add any extra costs we have incurred as a result of the event detailed in clause 5.2.1.
- 6.3 You shall make all payments to us in full, without deduction or set-off in cleared funds by the due date. "Cleared funds" means that the funds must have reached our bank account which will be indicated on our invoice.
- 6.4 Payment shall be by personal cheque, bankers draft, building society cheque (in each case made payable to Mumford & Wood Limited) or by credit card.
- 6.5 All payments made by credit card will be subject to a 2.5% surcharge to cover the costs levied against us by the relevant credit card companies.
- 6.6 All invoices for payment will be subject to VAT at the prevailing rate unless we deem that no VAT is payable, upon your production of the requisite written evidence. If no VAT is charged initially, but we subsequently become aware that VAT should have been charged, we will send you a VAT invoice in respect of the VAT due, which you must settle immediately. In the event you do not pay us by the due date, without prejudice to any other remedy we may have, we reserve the right:
 - 6.7.1 to charge interest on the amount due at a rate of 4% above the base rate of Barclays Bank Plc, such interest accruing on a daily basis from and including the due date to the date we receive payment in cleared funds; and/or
 - 6.7.2 to terminate the Contract or suspend any further processing of the Commissioned Works.

7 Cancellation and Refunds

- 7.1 Subject to giving us notice as set out in clause 18, you have the right to cancel this Contract in accordance with clause 2.4 and clause 2.6. Please see those clauses and also clause 2.7 for details of the refund you will receive in those circumstances.
- 7.2 In the event you cancel this Contract otherwise than in accordance with the clauses mentioned in clause 7.1 above, we reserve the right to charge the following cancellation charges:
 - 7.2.1 30% of the total Contract price if we have not yet commenced actual manufacture of the bespoke Products;
 - 7.2.2 80% of the total Contract price if we have commenced manufacture of the bespoke Products, but none have yet been installed in the Property;
 - 7.2.3 If we have commenced installation of the bespoke Products at the Property, you will be liable for the full Contract price.
- 7.3 On early termination of this Contract for whatever reason, all amounts payable to us under the Contract shall become due immediately despite any other provision.

8 Delivery

- 8.1 Unless we agree otherwise in writing, delivery of the bespoke Products shall take place at the Property within 14 days of us giving you notice that the bespoke Products are ready for delivery.
- 8.2 Any dates we specify for delivery of the bespoke Products are intended to be an estimate and time for delivery shall not of the essence. If no dates are specified, delivery shall be within a reasonable time.
- 8.3 Subject to the other provisions of this Contract, we shall not be liable for any direct, indirect or consequential loss, costs, damages, charges or expenses caused directly or indirectly by any delay in the delivery of the bespoke Products (even if caused by our negligence), nor shall any delay entitle you to terminate or rescind the Contract.

- 8.4 If for any reason you fail to accept delivery of any of the bespoke Products when they are ready for delivery, or we are unable to deliver the bespoke Products on time because you have not provided appropriate instructions:
- 8.4.1 risk in the bespoke Products shall pass to you (including for loss or damage caused by our negligence);
- 8.4.2 the bespoke Products shall be deemed to have been delivered; and
- 8.4.3 we may store the bespoke Products until we are able to deliver them to you, whereupon you shall be liable for all related costs and expenses (including, without limitation, storage and insurance).
- 8.4.4 If you fail to accept redelivery within a reasonable period of time of our initial attempt to deliver the bespoke Products, we may sell them at the best price readily obtainable, and account to you for any balance money after deduction of all expenses and costs, or invoice you for the shortfall as the case may be.

9 Non-delivery

- 9.1 We shall not be liable for non-delivery of any of the bespoke Products (even if caused by our negligence) unless you give us written notice of the non-delivery within 7 days of the date when the bespoke Products should have been delivered.
- 9.2 Any liability on our part for non-delivery of the bespoke Products shall be limited to replacing the missing bespoke Products within a reasonable time.

10 Risk/title

- 10.1 The bespoke Products are at your risk from the time of delivery. This means we will not be liable for any damage to them after they have been delivered, unless caused by our negligence.
- 10.2 Even though we have delivered and installed the bespoke Products, ownership of them shall not pass to you until we have received in full (in cash or cleared funds) all sums due in respect of the Commissioned Works.

11 Description

- 11.1 The quantity of the bespoke Products and description of the Commissioned Works shall be as set out in the Customer Purchase Order and/or Variation of Contract Form as the case may be.
- 11.2 All samples, drawings, descriptive matter, specifications and advertising issued by us and any descriptions or illustrations contained in our catalogues or brochures are issued or published for the sole purpose of giving an approximate idea of the products described in them. They shall not form part of the Contract and this is not a sale by sample.

12 Quality

- 12.1 We warrant that (subject to the other provisions of this Contract) on delivery, and for the periods set out in clause 13 the bespoke Products shall:
- 12.1.1 be of satisfactory quality within the meaning of the Sale of Goods Act 1979;
- 12.1.2 be reasonably fit for any particular purpose for which the bespoke Products are being bought if you had made known that purpose to us in writing and we have confirmed in writing that it is reasonable for you to rely on our skill and judgement; and
- 12.1.3 we further warrant that we will carry out the installation of the bespoke Products with reasonable care and skill.
- 12.2 We shall not be liable for a breach of any of the warranties in clause 12.1 unless you give us written notice of the defect, within a reasonable period of time of when you discover or ought to have discovered the defect. If the defect is as a result of damage in transit to the Property, you must notify us in writing within 48 hours of delivery.
- 12.3 We shall not be liable for a breach of any of the warranties in clause 12.1 if:
- 12.3.1 the defect arises because you have failed to follow our written instructions as to the storage, installation, commissioning, use or maintenance of the bespoke Products; or
- 12.3.2 the defect arises because of damage caused to the bespoke Products during any period of storage at the Property, prior to installation; or
- 12.3.3 you alter or repair such bespoke windows without our written consent.
- 12.4 Subject to clause 12.2, clause 12.3 and clause 13, if any of the bespoke Products or the installation of any of them does not conform with any of the warranties in clause 12.1 we shall repair or replace such bespoke Products (or the defective part) or refund the price of such Commissioned Works at the pro rata contract rate.
- 12.5 If we comply with clause 12.4 we shall have no further liability for a breach of any of the warranties in clause 12.1 in respect of such Commissioned Works.
- 12.6 Any bespoke Products replaced shall belong to us and any repaired or replacement bespoke Products shall be guaranteed on the terms of this Contract for the unexpired portion of the guarantee periods set out in clause 13.

13 Guarantee and Further Warranty

- 13.1 Subject to the following exclusions and to clause 12.2 we undertake to repair or replace free of charge any bespoke Products we manufacture which prove defective as a result of faulty materials or workmanship:
- 13.1.1 in respect of our standard range - 5 five years of the date of installation;
- 13.1.2 in respect of our contemporary range - 3 years from the date of installation;
- 13.1.3 in respect of the glazing in double glazed units - 10 years from the date of installation;
- 13.1.4 in respect of curved "on plan" sealed units - 1 year from the date of installation.
- 13.2 Our formal written guarantee ("Guarantee") will be sent to you upon receipt of the balance payable pursuant to clause 6.2.2.
- 13.3 The Guarantee does not cover any Commissioned Works which are provided for units installed in swimming pool enclosures or enclosures or buildings which are subject to excessive amounts of steam.
- 13.4 We warrant that the coating on bespoke Products will not blister or flake (excluding natural resin exudation and movement around knots) for the following periods:
- 13.4.1 standard three coat opaque joinery - 5 years (or 3 years in the case of our contemporary range);
- 13.4.2 non-standard finishes:
- 13.4.2.1 two coat opaque - 3 years;
- 13.4.2.2 one coat primer - 3 months;
- 13.4.2.3 three coat translucent stain - 3 years;
- 13.4.2.4 two coat translucent stain - 1 year.

In all cases, we advise that you should make regular maintenance inspections of at least yearly intervals.

- 13.5 The Guarantee and the warranties provided in this clause 13 shall not apply in respect of the following and we accept no liability for:
- 13.5.1 damage due to accident, flood, neglect, misuse, faults, pollution or premature deterioration which result from your failure to comply with our maintenance instructions printed on the reverse on the Guarantee; or
- 13.5.2 the failure of the Commissioned Works to reduce or eliminate condensation; or
- 13.5.3 damage resulting from subsidence due to soil shrinkage or mine workings; or
- 13.5.4 minor defects due to plaster work due to settlement; or
- 13.5.5 damage or deterioration to the Commissioned Works arising out of normal wear and tear; or
- 13.5.6 damage caused by excessive cleaning process or hosing down of the Commissioned Works; or
- 13.5.7 damage to bespoke Products which are installed or stored in unventilated areas; or
- where sill projections exceed 85mm.
- 13.6 We expressly exclude any warranty that the colour or shade of the glass in our bespoke windows will match that of glass in your other Products or in bespoke Products supplied by us under a previous contract.
- 13.7 **Transfer of the Guarantee**

In the event you sell the Property, subject to your having complied with the conditions of the Guarantee, we will on request transfer the unexpired portion of the Guarantee to the new owner. We reserve the right to inspect the Commissioned Works prior to agreeing to transfer. We further reserve the right to charge the purchaser a transfer fee of £385.00 inclusive of VAT, and the fee shall increase on an annual basis in line with the Retail Price Index.

14 Limitation and Exclusion of Liability

- 14.1 Subject to clause 8.3, clause 9 and clause 12, the following provisions set out our entire financial liability (including any liability for the acts or omissions of our employees, agents and sub-contractors) to you in respect of:
- 14.1.1 any breach of the terms of the Contract; and
- 14.1.2 any representation, statement or tortious act or omission including negligence arising under or in connection with the Contract.
- 14.2 All warranties, conditions and other terms implied by statute or common law (save for the conditions implied by section 12 of the Sale of Goods Act 1979) are, to the fullest extent permitted by law, excluded from the Contract.
- 14.3 Nothing in these conditions excludes or limits our liability:
- 14.3.1 for death or personal injury caused by our negligence; or
- 14.3.2 under section 2(3) of the Consumer Protection Act 1987; or
- 14.3.3 for any matter which it would be illegal for us to exclude or attempt to exclude our liability; or
- 14.3.4 for fraud or fraudulent misrepresentation.
- 14.4 Subject to clause 14.2 and clause 14.3:
- 14.4.1 our total liability in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise, arising in connection with the performance or contemplated performance of the Contract shall be limited to the price for the Commissioned Works; and
- 14.4.2 we shall not be liable to you for any claims for consequential compensation whatsoever (howsoever caused) which arise out of or in connection with the Contract.

15 Assignment

- 15.1 We may assign the Contract or any part of it to any person, firm or company.
- 15.2 You shall not be entitled to assign the Contract or any part of it without our prior written consent.

16 Force Majeure

We reserve the right to defer the date of delivery or to cancel the Contract if we are prevented from or delayed in the carrying on of our business due to circumstances beyond our reasonable control including, without limitation, acts of God, governmental actions, war or national emergency, acts of terrorism, protests, riot, civil commotion, fire, explosion, flood, epidemic, lock-outs, strikes or other labour disputes, or restraints or delays affecting carriers or inability or delay in obtaining supplies of adequate or suitable materials, provided that, if the event in question continues for a continuous period in excess of 12 months, either of us shall be entitled to give the other notice in writing to terminate the Contract.

17 General

- 17.1 Each right or remedy of ours under the Contract is without prejudice to any other right or remedy of ours whether under the Contract or not.
- 17.2 If any provision of the Contract is found by any court, tribunal or administrative body of competent jurisdiction to be wholly or partly illegal, invalid, void, voidable, unenforceable or unreasonably it shall to the extent of such illegality, invalidity, voidness, voidability, unenforceability or unreasonableness be deemed severable and the remaining provisions of the Contract and the remainder of such provision shall continue in full force and effect.
- 17.3 Our failure or delay in enforcing or partially enforcing any provision of the Contract shall not be construed as a waiver of any of our rights under the Contract.
- 17.4 Any waiver by us of any breach of, or any default under, any provision of the Contract by you shall not be deemed a waiver of any subsequent breach or default and shall in no way affect the other terms of the Contract.
- 17.5 The parties to the Contract do not intend that any term of the Contract shall be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person that is not a party to it.
- 17.6 The formation, existence, construction, performance, validity and all aspects of the Contract shall be governed by English law and the parties submit to the exclusive jurisdiction of the English courts.

18 Communications

- 18.1 All communications between the parties about the Contract shall be in writing and delivered by hand, email or sent by pre-paid first class post:
- 18.1.1 (in case of communications to us) for the attention of our Legal Section, to our registered office at Tower Business Park, Kelvedon Road, Essex, CO5 0LX or such changed address as we shall notify to you; or
- 18.1.2 (in the case of the communications to you) to your address as set out on the Customer Purchase Order or such other address as you shall notify to us in writing.
- 18.2 Communications shall be deemed to have been received:
- 18.2.1 if sent by pre-paid first class post, two days (excluding Saturdays, Sundays and bank and public holidays) after posting (exclusive of the day of posting); or
- 18.2.2 if delivered by hand, on the day of delivery; or
- 18.2.3 if sent by email on a working day prior to 4.00 pm, at the time of transmission and otherwise on the next working day.

19 Owner of the Property

- 19.1 By entering into this Contract, you confirm that you are the owner of the Property and that you have complete authority to enter into this Contract. You also confirm that you accept the terms of this Contract.
- 19.2 We reserve the right to carry out checks to verify the ownership of the Property. If we discover that you are in breach of clause 19.1, we may in our absolute discretion cancel this Contract in which case you shall indemnify us against all costs, claims, damages and proceedings of whatever nature which arise as a result of your unauthorised commissioning of the Commissioned Works and further you shall be liable for all costs we have incurred in complying with our obligations under the Contract up to the date of and as a result of such cancellation.