



# Bespoke Aluminium Ltd

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## **Terms and Conditions of Sale**

Please ensure that you read the following terms and conditions prior to placing your order with us.

### **1. Interpretation**

In these terms and conditions:-

“We” and “us” means Bespoke Aluminium Ltd

“You” means the person ordering the goods subject to these terms and conditions

#### **2. Your contract with Bespoke Aluminium Limited**

i) These terms and conditions apply to all goods supplied by us to you.

ii) All orders are subject to acceptance by the company and no contract exists between you and us for the sale of any goods until we have received and accepted your order and full payment and we have provided you with confirmation in writing or by email to the address or email address you have given. When you have received our confirmation of your order a binding legal contract exists between us.

iii) We reserve the right to change these terms of sale without notice to you in relation to future sales.

#### **2. Description and price of the goods**

i) All goods are fully described on our web site and/or in our specific quotation which will also confirm our current price including VAT. If you require further information please contact us prior to ordering.

ii) Your order will be manufactured to your agreed specification and sizes.

iii) We will endeavour to ensure that our web site and any specific quotation details the correct prices at all times. In the unlikely event of a pricing error we reserve the right to notify you as soon as possible and offer you the option to continue with your order at the correct price or alternatively, you may cancel your order and a full refund will be provided. If a refund is required, the refund will be made within 30 days.

iv) Delivery is free to UK mainland addresses. Deliveries to any location outside UK mainland are available at extra cost and a quotation will be provided on request.

### **3. Payment**

Payment are made by cheque mailed to our address. For orders with a value in excess of £2,000 we require 50% deposit payment with order with the balance by cleared funds a minimum of five working days prior to delivery. All orders are processed on receipt of cleared funds only and you should allow a further five to seven working days for your cheque payment to be received and to clear.

All goods remain the property of Bespoke Aluminium Ltd until paid for in full. Installation of any items will not affect ownership and we reserve the right to remove from site any items that are not paid for.

### **4. Delivery**

i) All delivery dates quoted are intended as an approximate guide only and time shall not be deemed to be the essence of this contract.

ii) Non-delivery or delivery not by the due date shall not entitle the purchaser to refuse a delivery after such date, repudiate the contract or make a claim for damages in respect of late delivery.

iii) The delivery will be made the nearest suitable point for access by the delivery vehicle which will normally be a 7.5 ton box vehicle or larger. If the site is not accessible by our vehicle it is your responsibility to accept the delivery at the nearest available point and to provide onward transport to your site.

iv) You must supply sufficient labour to offload your order at the kerb-side and sign the delivery note. If we are unable to deliver your order because no-one is present to receive the delivery we will make arrangements for re-delivery at additional cost. If for any reason we are unable to offload your goods on the agreed delivery date, we reserve the right to charge £150 + vat for their return and offloading at the factory, reloading and redelivery.

v) We will normally deliver your order in one complete delivery but reserve the right to make deliveries in instalments.

vi) Risk for the goods will pass to you once your order has been delivered and we cannot be responsible for loss or damage once you have received your order.

vii) Where you have requested delivery to a third party for onward shipment risk for the goods will pass to you once your order has been delivered to this third party. The company accepts no responsibility for damage or missing items once the goods have been accepted by your third party forwarder.

viii) You must check goods at time of delivery and note any obvious shortages or damages on the delivery note. Claims for faulty damaged or defective goods must be notified in writing within 5 days of delivery for the provision of free of charge replacements. Claims submitted after this period may incur a charge for replacement.

## **5. Liability**

i) If any goods are received damaged or defective or your order has been delivered incorrectly you must notify us in writing within 3 days of receipt.

ii) Any goods that have been installed cannot be returned unless faulty.

iii) If you notify a problem to us under this clause, we will, at our option:

(a) make good any shortage or non-delivery

(b) replace or repair any goods that are damaged or defective

(c) refund to you the amount paid by you for the parts in question

iii) We cannot be liable to you for any indirect or consequential loss, damage or expenses however arising out of any problem you notify to us under this condition, and we shall have no liability to pay any money to you by way of compensation other than to refund to you the amount paid by you for the specific parts in question under clause ii) above.

iv) Where our products are supplied for self-installation it is your responsibility to ensure that they are installed correctly. Whilst we provide information to assist you in installation we cannot be liable to you for any loss or damage arising from information we have provided regarding installation.

v) You can request a site visit by one of our engineers. An appointment will be confirmed on receipt of payment of £125.00. If the problem is found to be due to a fault in manufacture, this fee will be refunded in full. However, no refund will be due where the problem has been caused by faulty installation of the product or incorrect information provided to us by you when your order was placed.

vi) The company accepts no liability for broken or damaged glass sealed units that has not been recorded on the delivery note at the point of delivery.

vii) The purchaser shall not be entitled to reject any material on account of imperfections or variations inherent in uPVC or Aluminium extrusion product assembly and the glass making process. Unless otherwise agreed in writing, the acceptability of glass quality should be judged by reference to "Visual Quality Standard for Installed Insulating Glass Units Constructed from Transparent Flat Glass" published by the Glass and Glazing Federation. Similar criteria applies to other types of glass.

viii) Despite what we say above nothing in these terms and conditions is intended to limit any statutory rights you may have as a consumer that cannot be excluded by law nor to exclude or limit our liability to you for death or personal injury resulting from our negligence

## **6. Returns Policy**

i) All conservatories, windows and doors are manufactured specifically for your order and therefore there is no right to cancel the contract with us. Cancellation can only occur as specified in clause 2(iii) above.

ii) You have the right to cancel stock items ordered from this website within seven days from delivery and receive a full refund for these items. It is your responsibility to ensure that these goods are returned to us in a good and resaleable condition complete with the original packaging. If you request us to arrange for their collection, we will deduct the cost of carriage from any refund due to you. Any items that are returned to us damaged will not be refunded and can be returned to you at your cost.

## **7. Changes to your order**

All windows and doors are made to order and production of the components for your order will commence shortly after your order has been confirmed to you. If you require changes to be made to your order after you have confirmed the order details we reserve the right to make additional charges for any components that have or are in the process of being manufactured and cannot be used elsewhere.

## **8. Warranty**

i) All windows and doors supplied by us are warranted as follows:

Aluminium profile finishes – 25 years

Locks and fittings – 1 year

Sealed Units – 10 years

This warranty is not transferable and is provided on the basis that the goods have been correctly installed and maintained in accordance with our instructions.

This warranty does not affect any statutory rights you have as a consumer.

ii) Excluded from this warranty is any defect in the goods arising from fair wear and tear, wilful damage, accident, negligence, faulty installation by you or any third party, or any alteration or repair carried out without our approval.

iii) Should any goods supplied by us to you develop a defect under warranty you should notify us in writing as soon as possible.

iv) Where we replace any item under warranty we reserve the right to arrange (at our cost) for the return of the original item.

v) Replacement parts issued under this warranty will be provided free of charge but installation costs are excluded.

vi) The customer must satisfy himself as to the suitability of the products before use and installation. No liability shall rest upon the supplier for any conditions made of implied nor is any warranty given or to be implied as to the life and wear of the goods supplied or that they will be suitable for any other particular purpose for use under specific conditions notwithstanding that such purpose or conditions was made to the supplier before supply of the goods.

## **9. Specification**

We reserve the right to change and improve the specification of any of our products at any time without notice. Such changes will not entitle the customer to reject the goods or cancel the contract

## 10. Data protection

i) We will take all reasonable precautions to keep the details of your order and payment secure, but unless we are negligent, we will not be liable for unauthorized access to information supplied by you.

ii) We agree to use the information you have provided about yourself for the purpose of fulfilling your order. You are entitled to request details of any information we may hold about you. Our standard fee for providing this information is £10. You can correct any information about you, or ask for information about you to be deleted, by giving written notice to us at the address or email address shown below.

iv) We will not sell or give your details to any third parties for marketing purposes.

## 11. Applicable law

These terms of sale and the supply of the goods will be subject to English law, and the English courts will have jurisdiction in respect of any dispute arising from the contract.

## 12. Events beyond our control

We shall have no liability to you for any failure to deliver goods you have ordered or any delay in doing so or for any damage or defect to goods delivered that is caused by any event or circumstance beyond our reasonable control including, without limitation, strikes, lock-outs and other industrial disputes, breakdown of systems or network access, flood, fire, explosion or accident.

## 13. Invalidity

If any part of these terms and conditions is unenforceable (including any provision in which we exclude our liability to you) the enforceability of any other part of these conditions will not be affected.

## 14. Entire agreement

These terms and conditions, together with our current web site prices, specifications, delivery details and contact details set out the whole of the agreement relating to the supply of the goods to you by us. Nothing said by any person on our behalf should be understood as a variation of these terms and conditions or as an authorized representation about the nature or quality of any goods offered for sale by us. Save for fraud or fraudulent misrepresentation, we shall have no liability for any such representation being untrue or misleading.

## 15. Third Party Rights

Except for our directors, employees or representatives, a person who is not a party to this agreement has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this agreement but this does not affect any right or remedy of a third party that exists or is available apart from that Act.

## 16. Notice and contact details

To notify us in writing or by Email under these terms and conditions:-

1. Our address is:-

Bespoke Aluminium Ltd  
Unit 6  
Stafford Park 12  
Telford  
Shropshire  
TF3 3BJ

\* Where you have provide us with an Email address we may use it to send you any notification.