

**The 'Conditions of Sale' listed below, should be read carefully before signing the Quotation.**

**HEAVERS OF BRIDPORT LTD  
CONDITIONS OF SALE**

1. "Heavers of Bridport Ltd" ("the seller") conducts business only upon and subject to the terms and conditions printed below, which shall be deemed to be incorporated in any order received or accepted, to the exclusion of all other terms, except those specifically accepted by the seller in writing.
2. This Quotation ("order") must be signed and returned by the client along with any relevant deposit within 30 days for the quoted price to stand.  
This order is accepted by the seller, subject to a final survey by Heaver's technical surveyor. The seller withholds the right to cancel this order if, acting upon the surveyor's report, a satisfactory installation would be difficult to achieve due to technical or safety reasons.
3. From the date an order is accepted, the seller guarantees to hold the quoted price for a period of the agreed contract term. Orders which have been postponed or delayed by the client may be subject to recalculation, to allow for any material or labour movement that has occurred since the date of the original order.
4. Should the client fail to allow the company to carry out the installations within a 26-week period from the date of the contract, the client will be liable for loss of all profits and costs incurred by the seller, unless otherwise agreed.
5. The seller reserves the right to amend design or specification as technical developments may require during Final Site assessments. This would be discussed with the client as a "variation of contract" or if so required, possible cancellation of contract if agreements cannot be made. Any deposit taken would be refunded less our Survey and Administration fees – fees are available upon request.
6. Any date given by the seller for dispatch, delivery or installation, is given and intended as an estimate only and is not to be used as the essence of the contract. However, the seller undertakes to make every effort to maintain or improve upon it. The seller shall not be liable in any way in respect of the late dispatch, delivery, weather conditions or unforeseen circumstances beyond our control which may affect your provisional installation date. Nor shall such failure to dispatch, deliver, install be deemed to be a breach of the contract. However, in any case the seller will always complete the work as soon as reasonably possible.
7. All guarantees given are dependent upon the proper maintenance of the installation by the customer. All guarantees given do not come into force until the account for the installation has been paid in full. The 10-year Insurance Backed Guarantee ("IBG") will not be activated until final Invoice has been cleared in-full. The guarantee period is valid from the original invoice date.
8. **The guarantee is transferable within 30 days of exchange of contract, upon receipt of the guarantee transfer fee of £30.00 + vat**
9. In most cases the windows and doors supplied by the seller that contain sealed units should reduce condensation, but due to the varying levels of humidity that is common in varying households, no guarantee can be given for this.
10. The contract price does not include major repair, decoration or structural support, unless stated within client's quotation. Minor repair work will be carried out without additional charges.  
Specialist and fine detailed finishing will be discussed at point of final survey and these costs will be estimated for client approval.
11. The seller shall not be liable for any consequential damage caused post contract.
12. All prices quoted are in pounds sterling and are inclusive of value added tax, unless specified otherwise.
13. Title and responsibility of the goods supplied will pass to the client when payment has been made in full for the goods supplied.
14. Payment for the goods or any part to be made on the day of completion of installation unless prior arrangement has been made with the seller. All accounts are to be settled in full within 7 calendar days of full completion; Unsettled accounts will incur an administration charge of £12.50 (exclusive of VAT). A statement will be sent which replaces the final invoice. This payment will be deducted if the seller is in receipt of payment within 24-hours of Statement date. All overdue accounts after statement reminder will be subject to interest being charged at 2.5% above the current bank base rate.
15. Full Terms & Conditions, including our warranty information can be found within our website at [www.heaversofbridport.co.uk](http://www.heaversofbridport.co.uk) – alternatively a copy will be supplied on receipt of deposit.
16. The validity, construction and performance of these conditions, shall be governed by English law and shall be subject to the jurisdiction of the English courts. Nothing in these Terms and conditions affects a consumer's statutory rights, including those contained within the Consumer Rights Act 2015 and any rights to cancellation available under the Consumer Contracts Regulations 2013

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**Registered in England**