

INFORMATION FOR CUSTOMERS OF BJH WINDOWS
TERMS AND CONDITIONS
Last Updated: February 2025

1. These Terms

1.1 What these terms cover. These are the terms and conditions on which we supply products to you, whether these are goods or services (the Terms)

1.2 Why you should read them. Please read these Terms carefully before you submit your order to us. These Terms tell you who we are, how we will provide products to you, how you and we may change or end the contract, what to do if there is a problem and other important information. If you think that there is a mistake in these Terms or require any changes, please contact us to discuss.

1.3 You are a consumer. You are a consumer if:

- i) You are an individual.
- ii) You are buying products from us wholly or mainly for your personal use not for use in connection with your trade, business, craft, or profession)

2.

Information About Us and How to Contact Us

2.1 Who we are. We are **BJH Windows**. A company registered in England and Wales. Our company registration number is **02135441** and our registered office is **BJH Windows Ltd, Fitzherbert road, Farlington, Portsmouth, PO6 1RU**.

2.2 How to contact us. You can contact us by emailing us at enquiries@bjhwindows.co.uk or by writing to us at **BJH Windows Ltd, Fitzherbert road, Farlington, Portsmouth, PO6 1RU**.

2.3 How we may contact you. If we have to contact you we will do so by telephone or by writing to you at the email address or postal address you provided to us in your order.

2.4 "Writing" includes emails. When we use the words "writing" or "written" in these terms, this includes emails.

3. Our contract with you

3.1 How we will accept your order. Our acceptance of your order will take place when we write to you to accept it, at which point a contract will come into existence between you and us and time will begin to run on our cancellation rights if you are a consumer. In that regard please see clause 9. We will also need to undertake a survey and please see clause 3.2.

3.2 If following the survey we are unable to proceed with your order or we need to discuss alterations to the specifications of your order. If following the survey we are unable to proceed with your order, or we need to discuss alterations to the specification of your order, we will inform you of this in writing and if you do not wish to accept the revised specification and costs within 21 days, the contract between us will lapse and we will not charge you for the product and refund any money you have paid to us. This might be because of unforeseen adverse issues arising from the survey, because of unexpected limits on our resources which we could not reasonably plan for, because a credit reference we have obtained for you does not meet our minimum requirements, because we have identified an error in the price or description of the product or because we are unable to meet a delivery expectation within a reasonable period of time.

3.3 Your order number. We will assign an order number to your order and tell you what it is when we accept your order. It will help us if you can tell us the order number whenever you contact us about your order.

3.4 We reserve the right to decline enquiries/orders due to geographical location. If an order, enquiry, quote, or survey is requested that is deemed an unsuitable distance for our team to operate in with consideration to the order size then we have the right to decline the customer's request.

4.

Our Products

4.1 Design of the product: Where we undertake any design of the products, we shall exercise the reasonable skill and care as may be expected of a properly qualified designer experienced in the designing of products of a similar scope, nature, and complexity (Reasonable Skill and Care).

4.2 Products may vary slightly from their pictures. The images of the products on our website, on display at our premises or samples provided are for illustrative purposes only. Although we have made every effort to display the colours accurately, we cannot guarantee that a device's display of the colours accurately reflects the colour of the products. Your product may vary slightly from those images. The design of our bespoke

products is subject to the standard of Reasonable Skill and Care (see clause 4.1). All sizes, weights, capacities, dimensions, and measurements indicated on our website have a 2% tolerance.

4.3 Product Safety. We have not used any materials which are generally known in the window door and conservatory industry to be deleterious or potentially hazardous, or not in conformity with any relevant British Standards or Codes of Practice

5. Your Rights to Make Changes

If you wish to make a change to the product you have ordered, please contact us. We will let you know if the change is possible. If it is possible, we will let you know about any changes to the price of your order, the timing of supply or anything else which would be necessary as a result of your requested change and ask you to confirm whether you wish to go ahead with the change.

6. Our Rights to Make Changes

6.1 Minor changes to the products. We may change the product:

6.1.1

to reflect changes in relevant laws and regulatory requirements; and

6.1.2

To implement minor technical adjustments and improvements. These changes should not materially affect your use or enjoyment of the product.

6.2 More significant changes to the products and these terms. We may make changes to the product, but if we do so we will notify you and you may then contact us to end the contract before the changes take effect and receive a refund for any products paid for but not received.

7. Installing the Products

7.2 When we will install the products. During the order process we will let you know when we will be in a position to provide and install the products for you but will provide you with an estimate at the time you place your order.

7.3 We are not responsible for delays outside our control. If our supply of the products is delayed by an event outside our control then we will contact you as soon as possible to let you know and we will take steps to minimise the effect of the delay. Provided we do this we will not be liable for delays caused by the event. Such delays do not give rise to cancellation rights or affect the payment Milestone Dates set out in Schedule 2

7.4 Installation of the product. We shall:

7.4.1

carry out and complete the installation of the product, in a proper and workmanlike manner;

7.4.2

provide all necessary and appropriately qualified and experienced labour; and

7.4.3

provide all necessary tools, plant, materials, and equipment.

7.5 What do we require to install the product. We will require you to provide:

7.5.1

parking facilities close to the property;

7.5.2

free clear and unimpeded access to the site of the installation, on your property;

7.5.3

exclusive access to the site for the installation, on your property, free from other trades undertaking works or any activities being undertaken by third parties;

7.5.4

access to toilets, mains electricity and water; and

7.6 If you are not able to provide what we require to install the product at your property.

If you are not able to provide what we require to install the product at your property (see clause 7.5) the products will not be installed and so you will be liable for the additional costs associated with a further installation visit and delay to your installation. If the adjustments to the milestone dates set out in the schedule 2 (Milestone Dates) cannot be agreed between us, the disagreement shall be considered a "dispute" for the purpose of clause 17.

7.7 Activities at the point of installation: We shall comply with the relevant duties and obligations under the CDM Regulations 2015 and/or any other rules or regulations relating to health and safety, and quality. As

regulation 7 of the CDM Regulations 2015 applies, the duties in regulations 4(1), 2(7) and 6 will be carried out by the Principal Contractor. The Principal Contractor is BJH Windows, and the Client is you, the consumer(s).

Reasons we may suspend the supply of products to you. We may have to suspend the supply of products to:

7.8 Reasons we may suspend the supply of products to you. We have to suspend the supply of products to:

7.8.1 Update the product to reflect changes in relevant laws and regulatory requirements;

7.8.2 Make changes to the product as requested by you or notified by us to you (see clause 6).

7.9 We may also suspend supply of the products if you do not pay. If you do not pay us for the products when you are supposed to (see clause 14.3) and you still do not make payment within five working days of us reminding you that payment is due, we may suspend supply of the products until you have paid us the outstanding amounts. We will contact you to tell you we are suspending supply and installation of the products. We may suspend installation of the products where you dispute the unpaid invoice (see clause 14.9). Minor discrepancies over items incomplete or not concluded at each stage payment due under clause 14.4 shall not give rise to a right to avoid, miss or defer a due stage payment under clause 14.4. We will continue to charge you for the products during the period for which they are suspended. As well as suspending the products we can also charge you interest on your overdue payments (see clause 14.8).

7.10 Ownership in the product: You will not own the product until we have received payment in full. Where the products are joined or incorporated with items which are your property or that of another person, we shall be entitled to separate and detach the product subject to these Terms.

7.11 Dispute with a customer: If the dispute or difference arises between the customer and us, we shall firstly attempt to resolve the dispute through negotiation and if unsuccessful within a reasonable time, through mediation. If we are unable to agree on the identity of a mediator, either of us may apply to ADR Group to nominate a mediator.

8. Your Rights to End the Contract

8.1 Your rights when you end the contract will depend on what you have bought, whether there is anything wrong with it, how we are performing when you decide to end the contract, and how you enter the contract;

8.1.1 If what you have bought is defective or misdescribed. You may have a legal right to end the contract (or to get the product repaired or replaced, but not for minor defects or snagging issues)

8.1.2 If you want to end the contract because of something we have done or have told you we are going to do, see clause 8.2;

8.1.3 If you are a consumer and have just changed your mind about the product, see clause 8.3. You will be able to get a refund if you are within the cooling-off period. This is only applicable to consumers who entered an off-premises contract (See clause 8.8). After the cooling off period has expired you will only be able to cancel on terms that we agree to in writing

8.1.4 In all other cases (if we are not at fault and you are not a consumer exercising your right to change your mind), see clause 8.7.

8.2 Ending the contract because of something we have done or are going to do. If you are ending a contract for a reason set out at 8.2.1 to 8.2.3 below the contract will end immediately and we will refund you in full for any products which have not been provided and you may also be entitled to compensation. The reasons are;

8.2.1 we have told you about an upcoming material or substantive change to the product or these terms which you do not agree to see clause 6.2);

8.2.2 we have told you about a material error in the price or description of the product you have ordered and you do not wish to proceed; or

8.2.3 you have a legal right to end the contract because of something we have done wrong.

8.3 Exercising your right to change your mind if you are a consumer (Consumer Contracts Regulations 2013).

If you are a consumer, then for **most** products bought online or by an electronic contract or in your home you have a legal right to change your mind within 14 days and receive a refund. These rights, under the consumer Contracts Regulations 2013, are explained in more detail in these terms (See clause 8.8).

8.4 Our guarantee for consumers. Please note, these terms reflect the guarantee offered by BJH Windows of Fitzherbert road, Farlington, Portsmouth, PO6 1RU to its UK consumer customers, which is more generous than your legal rights under the Consumer Contracts Regulations 2013 and Consumers rights' to change their mind in the ways set out below. This guarantee does not affect your legal rights in relation to faulty or misdescribed products (see clause 12.1):

Right under the Consumer Rights Act 2015	BJH Windows guarantee
14 day period to change your mind	14 day period to change your mind

No fixed guarantee period	5 Years parts and labour guarantee for structure, frames, glass, and hardware.
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8.5 When consumers do not have a right to change their minds. Your rights as a consumer to change your mind does not apply in respect of:

8.5.1 After the cooling off period has expired; or

8.5.2 Simply no longer requiring to proceed with purchasing the products once the Cooling off period has expired;

8.5.3 When customers order bespoke or customised products which are especially made to order (see clause 8.8)

8.6 How long do consumers have to change their minds? If you are a consumer you will have 14 days from the date we confirm to you in writing that your has been accepted to exercise your cancellation rights; providing the order does not consist of any bespoke products. After 14 days the production process will commence and you will not be able terminate or amend your order unless we agree to any such changes in writing

8.7 Ending the contract where we are not at fault and there is no right to change your mind. Even if we are not at fault and you are not a consumer who has a right to change their mind (see clause 8.1), you can still end the contract before it is completed, but you will have to pay us compensation at the following rates: These are the charges that will be made unless they can be mitigated and are in writing.

8.7.1 20% of Purchase Price if we accept termination before a survey has been carried out

8.7.2 30% of Purchase Price if we accept termination after completion of the survey but before manufacture has commenced, and

8.7.3 90% of Purchase Price if we accept termination and manufacture has commenced.

8.8 Off-premises contracts

8.8.1 As of 2023 BJH Windows utilises Off-premises contracts. This means customers can waiver the right to a 14-day cooling off period in which they can cancel the contract under the Consumer Contracts Regulations if the contract was entered over the phone, online, or on the customers doorstep unless the item is made to a particular, often unique specification*. BJH Windows Ltd only installs and supplies bespoke, customized products; therefore this cool-off period is not applicable to BJH Windows Ltd customers.

8.9 What we do not cover under guarantee

8.9.1 Spontaneous explosions in toughened glass that may be caused by Nickel Sulphide inclusions. Nickel Sulphide inclusions are a rare yet accepted anomaly within glass manufacturing and no glazier processors or suppliers are able to provide a warranty against breakages from this phenomena. This then means that BJH Windows are not able to pass any warranty onto our customers.

8.9.2 General wear and tear from normal usage

8.9.3 Glass breakages from unknown causes. This includes impact breakages for example a stone hitting a window/door from a lawn mower

8.9.4 Damage caused by misuse or improper operation

8.9.5 Claims made after repairs or works have been carried out by third parties on products installed by BJH Windows

8.9.6 Installation related issues on supply only jobs where BJH Windows do not install the products, are not covered. Claims regarding the frames, structure, handles, hinges, and locking mechanisms for supply only jobs are also not covered.

8.9.7 Claims made for IGU's (Insulated glass units) where scratches on the outer faces of the panes are made after rendering, plastering, or any other works adjacent to the glazing. Unless photographic evidence is provided of the scratches before adjacent works have been carried out.

8.9.8 BJH Windows will not be held liable for minor blemishes and imperfections that are not guaranteed by the material supplier or distributors.

8.9.9 Claims that are made that do not adhere to the definition of a professional check (Clause 8.9.9.1).

8.9.9.1 How to do a professional check.

Stand in the room no less than 2 meters away from the IGU and look directly through them.

- For toughened, laminated, or coated glasses, stand no less than 3 meters away.
- Do so in natural daylight, but not directly towards the sun and with no visible moisture on the surface of the glass.
- Where it is not possible to stand at the right distance then stand as far away as you can from the IGU
- Exclude 50mm wide band around the edge of the glass from the check.
- Glass must be viewed at 90 ° to the window.

8.9.9.2 What to expect when viewed as described in clause 8.9.9.1

Flat transparent glass, including laminated or toughened (tempered) or coated glass is acceptable if the following are neither obtrusive nor bunched:

- Bubbles or blisters
- Fine scratches not more than 25mm long
- Minute particles

The obtrusiveness of blemishes is judged by looking through the glass, not at it, under natural light. It must be understood that the glass used in double glazing is a processed glass, and so consequently, blemishes are to be expected.

8.9.9.3 Insulating glass unit (IGU's) with optical defects such as smears, fingerprints, or other

dirt on the

cavity faces of the glass, or extraneous material in the cavity is unacceptable, except cases where small particles of desiccant can be seen.

in some

8.9.9.4 Special glasses

Toughened glass may show visual distortions which are accentuated by reflections in double glazing. Such surface colourations and patterns do not indicate a change in physical performance.

Laminated glass may have a few more blemishes due to it being made of several layers

Low emissivity coating may produce transient visual effects. In some lighting conditions the coating may look like a transparent film or produce a haze, i.e. a cloudy look to the surface. When light coloured objects such as net curtains are placed close to the glazing they may look slightly darker.

Double reflection occurs in certain light conditions. It is caused by multiple surface reflections in double glazing which may vary from pane to pane.

Brewster's Fringes – the rainbow effect

Small transitory rainbow effects are sometimes produced by the glass refraction of light. Their appearance is due to high quality flat glass sheets being placed parallel to each other.

This does not apply to patterned glass as its manufacturing process is different.

Note that if any repairs/works have been done on any products installed by BJH Windows on your property that are not endorsed by BJH, this will void your guarantee. This includes third parties and the customer.

9 How to End the Contract With Us (including If You Are a Consumer Who Has Changed Their Mind within the 14 day cooling off period

9.1 Tell us you want to end the contract. To end the contract with us, please let us know by doing the following:

9.1.1 By post. Use the form in the Appendix to these terms and post it to us at the address on the form. Or simply email us at enquiries@bjhwindows.co.uk including details of what you ordered, when you ordered it and your name and address.

9.2 How we will refund you. If you are entitled to a refund under these Terms we will refund you the price or any deposit you paid for the products, by the method you used for payment.

9.3 When your refund will be made. We will make any refunds due to you within 14 days of your telling us you have changed your mind

10. Our Rights to End the Contract

10.1 We may end the contract if you break it. We may end the contract for a product at any time by writing to you if;

10.1.1 you do not make any payment of any instalment due to us when it is due and you still do not make payment within seven days of us reminding you that payment is due;

10.1.2 you do not, within a reasonable time of us asking for it, provide us with information that is necessary for us to provide and install the products, for example, when we can have access to the property; or

10.1.3 you do not, within a reasonable time, allow us access to your premises to supply and install the products in accordance with clause 7.5.

10.2 You must compensate us if you break the contract. If we end the contract in the situations set out in clause 10.1 we will refund an money you have paid in advance for products we have not provided but we may deduct or charge you for the net costs we will incur as a result of our breaking the contract and reasonable compensation for the net costs we will incur as a result of your breaking the contract, including but not limited to, any profit we would have made on the balance of the products which were not provided

11. If there is a Problem With the Product

11.1 How to tell us about problems. If you have any questions or complaints about the product, please contact us as set out in clause 2.

12. Your Rights in Respect of Defective Products If You Are a Consumer

12.1 If you are a consumer, we are under a legal duty to supply products that are in conformity with this contract. See the box below for a summary of your key legal rights in relation to the products. Nothing in these terms will affect your legal rights.

Summary of your key legal rights

This is a summary of your key legal rights. These are subject to certain exceptions. For detailed information please visit the Citizens Advice Website www.adviceguide.org.uk or call 035454 04 05 06.

If your product is **goods**, the Consumer Rights Act 2015 says goods must be as described, fit for purpose, and of satisfactory quality. During the expected lifespan of your product your legal rights entitle you to the following:

- a) Up to 30 days: If your goods are faulty, then you can get an immediate refund.
- b) Up to 6 months: If your goods can't be repaired or replaced, then you're entitled to a full refund, in most cases.
- c) Up to 6 years: If your goods do not last a reasonable length of time you may be entitled to some money back

See also clause 8.3, 8.4, and 8.8.

13 Parts and Labour Guarantee Warranty

13.1 Should a defect in the product appear within the time limits set out in Clause 8.4 & 8.8 from the date when we completed the installation of the product, you must notify us immediately.

13.2 If you have complied with clause 13.1 we shall, within a reasonable time and at our own costs, correct the defect unless you have:

13.2.1 utilised the product in an improper manner;

13.2.2 not undertaken the maintenance advised by us in the written materials we provide; and/or

13.2.3 you utilised a third party, and not us to repair, replace, modify or alter the product in any way.

13.3 Should you fail to comply with clauses 13.1 and 13.2 above, the warranty shall be considered to be void. This does not affect your statutory rights

13.4 Should we repair or replaced any part of the product, will not confer on you any extension to the guarantee period for those parts or components that have been repaired or replaced.

14. Price and Payment

14.1 Where to find the price for the product. The price of the product (which includes VAT) will be the price indicated on the order pages when you placed your order. We take all reasonable care to ensure that the price of the product advised to you is correct. However please see clause 14.3 for what happens if we discover an error in the price of the product you order. The price, unless otherwise stated, shall be based on:

14.1.1 the making good of items directly affected (excluding redecoration) by the proper execution of the installation of the product;

14.1.2 the exclusion of the cost of works by third-parties, statutory undertakers, or any statutory fees; and

14.1.3 access to the property on agreed dates for the agreed durations and compliance with clause 7.5.

14.1.4 costs associated with sending out our installation teams.

14.2 We will pass on changes in the rate of VAT. If the rate of VAT changes between your order date and the date we supply the product, we will adjust the rate of VAT that you pay, unless you have already paid for the product in full before the change in the rate of VAT takes effect.

14.3 What happens if we got the price wrong. It is always possible that, despite our best efforts, some of the products we sell may be incorrectly priced. We will check prices before accepting your order so that, where the product's correct price at your order date is less than our stated price at your order date, we will charge the lower amount. If the product's correct price at your order date is higher than the price stated to you, we will contact you for your instructions before we accept your order. If we accept and process your order where a pricing error is obvious and unmistakable and could reasonably have been recognised by you as a mispricing, we may reasonably adjust the price accordingly.

14.4 Must pay and how you must pay. We accept payment with all major debit and credit cards and by way of bank transfer. We also accept payments via cheques. When you must pay depends on what product you are buying. Please see the payment instalment details in the Schedule 2. Minor errors and defects will be addressed as snagging issues and will not impact your requirement to make payment on the Milestone Dates

14.5 When is each stage of product installation process complete. We shall perform our obligations in accordance with the Milestone Dates in the schedule 2 (as may be adjusted) which have been agreed in writing with you. Where no Milestone Dates are agreed, we shall carry out our obligations and complete the production and installation of the product within a reasonable time.

14.6 We shall notify you, in writing, when we consider that each Milestone has been achieved.

14.7 Any dispute as to whether a milestone has been achieved shall be notified to us, with full particulars, by you within three (3) business days of receipt of our notice. In the absence of such notice, the Milestone will be deemed to have been achieved.

14.8 We can charge interest if you pay late. If you do not make any payment to us by the due date, we may charge interest to you on the overdue amount at the rate of 3% a year above the base lending rate of Barclays Bank PLC from time to time. This interest shall accrue on a daily basis 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 any overdue amount.

14.9 What to do if you think an invoice is wrong. If you think an invoice is wrong, please contact us promptly to let us know. You will not have to pay any interest until the dispute is resolved. Once the dispute is resolved we will charge you interest on correctly invoiced sums from the original due date.

15. Our Responsibility for Loss or Damage Suffered By You If You Are a Consumer

15.1 We are responsible to you for foreseeable loss and damage caused by us. If we fail to comply with these terms, we are responsible for loss or damage you suffer that is a foreseeable result of our breaking this contract or our failing to use reasonable care and skill, but we are 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 we and you knew it might happen, for example, if you discussed it with us during the sales process.

15.2 We do not exclude or limit in any way our liability to you where it would be unlawful to do so. This includes liability for death or personal injury caused by our negligence or the negligence of our employees, agents, or subcontractors: for fraud or fraudulent misrepresentation; for breach of your legal rights in relation to the products as summarised at clause 12.1 supplied with reasonable skill and care and, where installed by us, correctly installed and for defective products under the Consumer Protection Act 1987.

15.3 When we are liable for damage to your property. If we are providing services in your property, we will make good any damage to your property caused by us while doing so. However, we are not responsible for the cost of repairing any pre-existing faults or damage to your property that we discover while providing the service. This does not include redecoration.

15.4 We are not liable for business losses. If you are a consumer, we only supply the products for to you for domestic and private use. If you use the products for any commercial, business or re-sale purpose our liability to you will be limited as set out in clause 16.

16 Our Responsibility for Loss or Damage Suffered By You

16.1 Nothing in these terms shall limit or exclude our liability for:

16.1.1

death or personal injury caused by our negligence, or the negligence of our employees, agents or subcontractors (as applicable);

16.1.2

fraud or fraudulent misrepresentation;

16.1.3

breach of the terms implied by section 12 of the Sale of Goods Act 1979 or section 2 of the Supply of Goods and Services Act 1982;

16.1.4

defective products under the Consumer Protection Act 1987; or

16.1.5

any matter in respect of which it would be unlawful for us to exclude or restrict liability.

16.3 Subject to clause 16.1:

16.3.1 We shall not be liable to you, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of profit, or any indirect or consequential loss arising under or in connection with any contract between us; and

16.3.2 our total liability to you for all other losses arising under or in connection with any contract between us, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall be limited to 100% of the total sums paid by you for products under all contracts we have made with you over the previous three months.

17 How We May Use Your Personal Information. How we will use your personal information. We will only use your personal information as set out in our privacy policy which is available at any time on our website at <https://www.bjhwindows.co.uk/privacy-policy>.

18 Other Important Terms

18.1 We may transfer this Agreement to someone else. We may transfer our rights and obligations under these terms to another organisation. We will always tell you in writing if this happens and we will ensure that the transfer will not affect your rights under the contract.

18.2 The BJH Windows guarantee applies to the product against defective workmanship and materials for a period of five years from installation and no further guarantee, warranty or representation is given as to the product or installation of them by the company. This guarantee shall not extend to further owners of the property and is only valid to the party's who signed the contract and does not cover conditions as stated in clause 8.9. No representation are made as to insulation qualities of the installation and no warranty is given that condensation shall not occur on the surfaces of the installation.

18.3 Our Insurance. We shall take out and maintain Public Liability Insurance, Employer's Liability Insurance and Professional Indemnity Insurance, as appropriate. We shall, upon reasonable request, provide evidence (in the form of a broker's letter or cover note) to you that such insurances are in full force and effect. If the named insurances cease to be available to us on commercially reasonable rates and terms (excluding any increase in premiums attributable to the actions, omissions, errors or defaults by us), we shall liaise with you and outline the steps we intend to take to manage such risks.

18.4 Intellectual property. Subject to any rights in any designs, drawings and other documents supplied to you in the course of the providing the product, by or on behalf of us, the intellectual property in all of our design documents shall remain vested in us. You shall have a licence to copy and use our design documents and to reproduce the designs and content of them for any purpose relating to our provision of the product. We shall not be liable for any use by you of any of our design documents for any purpose other than that for which they were prepared.

18.5 Social media and marketing. By agreeing to these terms, you consent to photos of your installations being used for social media and marketing purposes unless requested otherwise by the customer.

18.6 Severability. If any provision or part-provision of these Terms is or becomes invalid, illegal or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of these Terms.

18.7 Amendment. No amendment or modification of these Terms shall be valid or binding on either of us unless it is made in writing and signed by both of us or our duly authorised representatives.

18.8 Waiver. Any failure or delay by the us to enforce any provision of these Terms shall not constitute a waiver of that provision or affect the validity of these Terms or our right to subsequently enforce such provision.

18.9 Nobody else has any rights under this contract (except someone you pass your guarantee on to). This contract is between you and us. No other person shall have any rights to enforce any of its terms, except as explained in clause 18.2 in respect of our guarantee. Neither of us will need to get the agreement of any other person in order to end the contract or make any changes to these terms.

18.10 If a court finds part of this contract illegal, the rest will continue in force. Each of the paragraphs of these terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.

18.11 Even if we delay in enforcing this contract, we can still enforce it later. If we do not insist immediately that you do anything you are required to do under these terms, or if we delay in taking steps against you in respect of your breaking this contract, that will not mean that you do not have to do those things and it will not prevent us taking steps against you at a later date. For example, if you miss a payment and we do not chase you, but we continue to provide the products, we can still require you to make the payment at a later date.

18.12 Which laws apply to this contract and where you may bring legal proceedings if you are a consumer. These terms are governed by English law, and you can bring legal proceedings in respect of the products in the English courts.

18.13 Which laws apply to this contract and where you may bring legal proceedings if you are a business. If you are a business, any dispute or claim arising out of or in connection with a contract between us or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales and the courts of England and Wales shall have exclusive jurisdiction to settle any such dispute or claim.

18.14 Products supplied and/or installed by BJH Windows that are not paid for in full remain property of BJH Windows. If the full sum is not paid guarantee is void therefore the customer will not be eligible for any service calls.

19 Messaging Terms & Conditions

19.1 General

When you opt-in to the service, we will send you a message to confirm your signup. By opting into messages, you agree to receive recurring automated marketing and informational text messages from BJH Windows. Automated messages may be sent using an automatic telephone dialling system to the mobile telephone number you provided when signing up or any other number that you designate. Message frequency varies, and additional mobile messages may be sent periodically based on your interaction with BJH Windows. BJH Windows reserves the right to alter the frequency of messages sent at any time to increase or decrease the total number of sent messages. BJH Windows also reserves the right to change the short code or phone number or alphanumeric sender where messages are sent. Your usual message and data rates may apply. If you have any questions about your text plan or data plan, it is best to contact your mobile provider. Your mobile provider is not liable for delayed or undelivered messages. Your consent to receive marketing messages is not a condition of purchase.

19.2 Carriers

Carriers are not liable for delayed or undelivered messages.

19.3 Cancellation

Messages will provide instructions to unsubscribe either by texting STOP or through an included link. After you unsubscribe, we will send you a message to confirm that you have been unsubscribed and no more messages will be sent. If you would like to receive messages from BJH Windows again, just sign up as you did the first time and BJH Windows will start sending messages to you again.

19.4 Info

For support regarding our services, email us at info@bjhwindows.co.uk or, if supported, text "HELP" to at any time and we will respond with instructions on how to unsubscribe. If we include a link in messages we send you from BJH Windows, you may also access instructions on how to unsubscribe and our company information by following that link.

19.5 Transfer of Number

You agree that before changing your mobile number or transferring your mobile number to another individual, you will either reply "STOP" from the original number or notify us of your old number at

info@bjhwindows.co.uk. The duty to inform us based on the above events is a condition of using this service to receive messages.

19.6 Privacy

If you have any questions about your data or our privacy practices, please visit our privacy policy found at <https://www.bjhwindows.co.uk/privacy-policy>.

19.7 Messaging Terms Changes

We reserve the right to change or terminate our messaging program at any time. We also reserve the right to update these Messaging Terms at any time. Such changes will be effective immediately upon posting. If you do not agree to a change to these Messaging Terms, you should cancel your enrolment with our messaging program. Your continued enrolment following such changes shall constitute your acceptance of such changes.

Schedule 1 – Model cancellation form for consumer customers

(Complete and return this form only if you wish to withdraw from the contract)

To **BJH Windows** a company registered in England and Wales under registration number 02135441 and whose registered office is **BJH Windows Ltd, Fitzherbert road, Farlington, Portsmouth, PO6 1RU**.

Fill in the required fields below.

I/We hereby give notice that I/We cancel my/our contract of sale of the following goods for the supply of the following goods or service,

Ordered on:

Order number:

Name of consumer(s):

Address of consumer(s):

Signature of consumers(s) (only if this form is notified on paper)

Date:

Schedule 2

<u>STAGE PAYMENTS</u>	<u>STAGE PAYMENTS</u>
Windows, Doors, and Roofline – price £6,000 or less	
<u>Stages at which payments are due.</u>	<u>% of price to be paid</u>
Acceptance of your order	25%
The date on which the installation works are practically complete.	75%
Windows, doors, and roofline – Price: More than £6,000	Windows, doors, and roofline – Price: More than £6,000
<u>Stages at which payments are due</u>	<u>% of price to be paid</u>
Acceptance of your order	25%
The date on which the survey is completed.	25%
The date on which the installation works are practically complete.	50%
Conservatories	
<u>Stages at which payments are due.</u>	<u>% of price to be paid</u>
Acceptance of order	25%
The date on which the groundworks of the conservatory commences	40%

The date on which the conservatory is erected.	30%
The date on which the conservatory is practically complete	5%
Conservatories – with existing and suitable structure	Conservatories – with existing and suitable structure
<u>Stages at which payments are due.</u>	<u>% of price to be paid</u>
Acceptance of your order	25%
The date on which the conservatory is erected.	70%
The date on which the conservatory is practically complete	5%

References

* According to

https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/429300/bis-13-1368-consumer-contracts-information-cancellation-and-additional-payments-regulations-guidance.pdf

By signing below, you acknowledge and agree to be bound by the terms and conditions set forth in this document. You understand that these terms govern the purchase of our products and services, and you agree to comply with all obligations outlined herein. Your electronic signature below indicates your acceptance of these terms. You also acknowledge that your electronic signature holds the same legal weight as a physical signature. If you do not agree with these terms, please refrain from signing below and contact us for further assistance.