TERMS & CONDITIONS – TRADEFRAME.COM LTD

- I. No order will be binding on Tradeframe.com unless and until accepted by Tradeframe.com and all agreements will remain subject to Tradeframe.com obtaining a satisfactory surveyor's report. We reserve the right to cancel the agreement without obligation to you and at no cost to you in the event that a surveyor's report indicates that the proposed arrangements are not possible for any reason or that changes are required to the agreement and Tradeframe.com is unable to agree those changes with you. Any changes or additions to the order must be agreed in writing by Tradeframe.com.
- 2. All dates and times quoted for delivery are approximate only. While Tradeframe.com will endeavour to adhere to customer requirements, occasionally delays can occur due to reasons beyond Tradeframe.com's control. No compensation whatsoever will be payable by Tradeframe.com for any delays, however caused. Tradeframe.com may deliver the goods by several deliveries and any failure or delay in delivering any part of this will not entitle you to treat the contract as a whole as cancelled.
- 3. Subject to Tradeframe.com accepting your order, only the goods as specified on the order will be delivered and it is your responsibility to check that you are happy with the details on the order form, before you sign the agreement.
- 4. As part of its continual development policy, Tradeframe.com reserves the right at any time to make any changes to the specification of the goods which are necessary to comply with any applicable safety or other statutory requirements, or which do not materially affect the nature or quality of the goods or services.
- 5. It is your responsibility to obtain all necessary planning and other similar approvals for the installation of the goods shown in the order, Tradeframe.com gives no assurance or warranty that the installation of the goods complies with any planning consents or restrictions or other similar requirements affecting the installation premises. Tradeframe.com can arrange this for you upon payment of a separate fee. Tradeframe.com is proud to confirm that it is registered with FENSA (No.33167) and will comply fully with all applicable legislation and regulations concerning energy efficiency requirements as set out in the part of the international Kyoto agreement commonly referred to as Document 'L'.
- 6. Cancellation By Customer (Cooling off period)

Terms of payment:

- A. The customer may cancel the order without penalty during the cooling off period which shall run for fourteen days from midnight on the day on which the order was signed by the customer.
- B. Any cancellations must be given by written notice by either party.
- 7. Full payment for goods will be due before a fitting date(s) are confirmed and must be made by you without any deductions. Upon completion of installation the final balance for fitting must be paid directly to the fitter without any deductions.
- 8. Tradeframe.com reserves the right, without limiting any other right it may have, to charge interest at the rate of 3% above the base rate of Bank of Scotland plc as varied from time-to-time on all balances outstanding from the date due until payment in full, whether before or after any judgement.
- 9. Tradeframe.com accepts no liability for any loss or damage whatsoever arising from any structural defects of the installation premises. This does not affect your statutory rights.
- 10. It is the nature of the goods and the manufacturing process that very minor imperfections of any significant nature will occur and such imperfections will not necessarily render the goods not of satisfactory quality.
- 11. Tradeframe.com will make all reasonable effort not to damage tiling, wallpaper, plasterwork, specialised finishes and other finishes at the installation premises during the removal and installation of goods. However, despite every care being taken, such damage can sometimes occur. Tradeframe.com promises to make good any such damage to a condition suitable for re-decorating.
- 12. It is your responsibility to ensure that all obstructions to the works area such as nets, curtains, secondary glazing and all other items are removed from the work area. If this is likely to cause you any difficulty, then please contact Tradeframe.com, so that suitable arrangements can be agreed. While Tradeframe will take all reasonable care to avoid damage to such items, Tradeframe.com cannot accept liability for any loss or damage caused (during the removal and installation of goods) to items that are not removed.
- 13. Tradeframe.com gives no guarantee or warranty that the goods and installation under the order will eliminate condensation.
- 14. Tradeframe.com is unable to relocate any telephone cable or other third party or private connections or installations, (e.g. alarm systems and wiring) at the premises. Where any connection or installation is likely to interfere with the installation of the goods by Tradeframe.com, you must arrange for these to be relocated and may have to contact the equipment supplier to arrange this.
- 15. You must take all reasonable steps to ensure the security and condition of all goods delivered to the installation premises from the time of delivery, whether or not they have been paid in full and you will be required to pay for any delivered goods lost or damaged because of your failure to do so and through no fault of Tradeframe.com.
- 16. If you move house and the new owner of the property wishes to have benefit of any guarantee that we have given to you, this is possible at Tradeframe.com's discretion upon payment of a reasonable fee.
- 17. Tradeframe.com will not be liable to you or be deemed to be in breach of the contract by reason of any delay in performing, or any failure to perform, any of its obligations in relation to the contract. If the delay or failure was due to any cause beyond Tradeframe.com's reasonable control, including for example: strike, lock-out, storm, riot, war, terrorism or 'Act of God'.
- 18. It is your responsibility to ensure that Tradeframe.com's workmen and agents have access at all reasonable times to the installation premises so that they may carry out the work in accordance with the order.
- 19. Any failure or delay by Tradeframe.com in exercising any of its rights under this contract will not prevent Tradeframe.com from exercising those or any other rights in the future.
- 20. If any provision of these terms is held by any competent authority to be invalid or unenforceable whole or in part, the validity of the other provisions of these terms and the remainder of the provision in question will not be affected.
- English law will apply to the contract and the parties agree to submit to the non-exclusive jurisdiction of the English courts.
 - * WE HAVE TRIED TO MAKE OUR TERMS AND CONDITIONS AS EASY TO UNDERSTAND AS POSSIBLE, IF YOU ARE UNSURE OF ANY OF THESE POINTS, PLEASE ASK YOUR REPRESENTATIVE TO EXPLAIN BEFORE SIGNING THE AGREEMENT. *