

1st Choice Glazing Ltd Contract

14c Glasgow Road, Bathgate, EH48 2AB

FREEPHONE: 0800 247 1187 Email: sales@1stchoiceglazing.com Web: 1stchoiceglazing.com

INVOICE ADDRESS

Customer name			
Address 1			
Address 2			
Address 3			
Postcode		Tel: (Home)	
		(Work)	

Contract No.*	
*Must be quoted on all communications	

N.B. All diagrams as viewed from outside.

SUPPLY AND FITTING ADDRESS (Only if different)

Customer name			
Address 1			
Address 2			
Address 3			
Postcode		Tel:	

1st Choice glazing Ltd offer to supply or supply and install (as the case may be) the following products for the 'Customer Pays' figure on the terms set out below and on the reverse side hereof-

Line No.	Product Code	EXTERIOR COLOUR	INTERIOR COLOUR	DIAGRAM STYLE & CENTRES	SIZE		OPTIONS		GLASS				DOORS		INTERNAL FINISH						
					WIDTH	HEIGHT	Sash Box/Standard	Window Handles	Top	Bottom	Pattern	Other	Handles	Letter Box	Internal Finish	Internals	Facing Type	Sill Size	Ingoe Width	Door External	
1	ROSEWOOD	ROSEWOOD	ROSEWOOD	[Diagram Grid]	[Diagram Grid]	[Diagram Grid]	REMOVE	GOLD	Thickness				WHITE	WHITE	PHIL	Sills	Full	Std	Internal	1.	Facing
		REMAIN	WHITE				Cavity	Spacer Gold	LEAD	GOLD	GOLD	ASH	PVCu	Ingoes	BEV	External					
																	N/A	WHITE	Thickness	Toughened	GEORGIAN
2	ROSEWOOD	ROSEWOOD	ROSEWOOD	[Diagram Grid]	[Diagram Grid]	[Diagram Grid]	REMOVE	GOLD	Thickness				WHITE	WHITE	PHIL	Sills	Full	Std	Internal	1.	Facing
		REMAIN	WHITE				Cavity	Spacer Gold	LEAD	GOLD	GOLD	ASH	PVCu	Ingoes	BEV	External					
																	N/A	WHITE	Thickness	Toughened	GEORGIAN
3	ROSEWOOD	ROSEWOOD	ROSEWOOD	[Diagram Grid]	[Diagram Grid]	[Diagram Grid]	REMOVE	GOLD	Thickness				WHITE	WHITE	PHIL	Sills	Full	Std	Internal	1.	Facing
		REMAIN	WHITE				Cavity	Spacer Gold	LEAD	GOLD	GOLD	ASH	PVCu	Ingoes	BEV	External					
																	N/A	WHITE	Thickness	Toughened	GEORGIAN
4	ROSEWOOD	ROSEWOOD	ROSEWOOD	[Diagram Grid]	[Diagram Grid]	[Diagram Grid]	REMOVE	GOLD	Thickness				WHITE	WHITE	PHIL	Sills	Full	Std	Internal	1.	Facing
		REMAIN	WHITE				Cavity	Spacer Gold	LEAD	GOLD	GOLD	ASH	PVCu	Ingoes	BEV	External					
																	N/A	WHITE	Thickness	Toughened	GEORGIAN
5	ROSEWOOD	ROSEWOOD	ROSEWOOD	[Diagram Grid]	[Diagram Grid]	[Diagram Grid]	REMOVE	GOLD	Thickness				WHITE	WHITE	PHIL	Sills	Full	Std	Internal	1.	Facing
		REMAIN	WHITE				Cavity	Spacer Gold	LEAD	GOLD	GOLD	ASH	PVCu	Ingoes	BEV	External					
																	N/A	WHITE	Thickness	Toughened	GEORGIAN
6	ROSEWOOD	ROSEWOOD	ROSEWOOD	[Diagram Grid]	[Diagram Grid]	[Diagram Grid]	REMOVE	GOLD	Thickness				WHITE	WHITE	PHIL	Sills	Full	Std	Internal	1.	Facing
		REMAIN	WHITE				Cavity	Spacer Gold	LEAD	GOLD	GOLD	ASH	PVCu	Ingoes	BEV	External					
																	N/A	WHITE	Thickness	Toughened	GEORGIAN

Is the property in a Conservation Area? YES NO Is the property a Listed Building? YES NO

The expected delivery period for the products you have ordered is within _____ weeks.

Date of survey [] [] [] [] [] 1st Choice Glazing Ltd Measurement Surveyor: _____

Subject to Clause 17 overleaf, I understand that the specification of the products is as set out above and that, once I/we sign below, on completion of the measurement survey, no change to the specification can be made by me/us.

Surveyor signature _____ Customer signature _____ Date [] [] [] [] [] []

You will require to either pay the installers £ _____ cash/cheque or to sign the relevant payment authority for agreed amount.

Customer Pays £ _____

Less initial deposit £ _____

Balance £ _____

Balance payable upon installation £ _____

VAT: Standard Zero

Payment not conditional upon my/our receipt of a Local Authority Completion Certificate.

Subject to your cancellation rights and those of 1st Choice Glazing Ltd (as set out overleaf in Clause 20) this document, once signed by you and 1st Choice Glazing Ltd, will be a legally binding Contract.

You are therefore advised, if you have not already done so, to immediately and carefully read both sides of this document. **TO BE SIGNED ONLY BY THE OWNER(S) OF THE PROPERTY**

I/WE ACCEPT 1st CHOICE GLAZING LTD OFFER ON THE TERMS SET OUT IN THIS CONTRACT

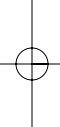
Customer Signature (1) _____ Customer Signature (2) _____

Name - Block Capitals (1) _____ Name - Block Capitals (2) _____

Signed for 1st Choice Glazing Ltd _____ Name - Block Capitals _____

Date [] [] [] [] [] []

This contract is subject to the terms & conditions detailed on the reverse



1. In these Conditions "Company" means 1st Choice Glazing Limited, Incorporated under the Companies Acts (Company Number SC347961) and having their Registered Office at 14c Glasgow Road, Bathgate EH48 2AB, "Contract" means the contract between the Company and the Customer for the Work, "Customer" means the Customer specified in the Quotation, "Quotation" means any of the quotation overleaf or a priced Bill of Materials or any other tender or contract offer document submitted by the Company which refers to these Conditions, "Work" means the job to be undertaken by the Company for the Customer if the Quotation is accepted, "Site" means the address or location where the Work is to be performed, "Normal Hours" means 8.00 a.m. to 4.30 p.m. from Monday to Friday inclusive, but always excluding statutory and local holidays, "Products" means windows, doors and all other goods provided by the Company for the Customer in consequence of the Contract and "Price" means the payment due (in stages where appropriate) to the Company for the Work. The Contract and these Conditions of Contract are subject to the Law of Scotland.
2. Subject to Condition 6, if the Quotation has been based only on an inspection of the Site by the Company then the Price is fixed but if the Quotation comprises rates (whether with or without materials and/or any other costs) the Price is subject to, and shall be based on, final measurement of the Work by the Company. Unless otherwise specified, the Quotation includes the provision of all necessary plant, equipment and scaffolding, all of which shall be removed by the Company on completion of the Work. V.A.T. and any other relevant government imposition shall be payable on the Price on the amount of the relevant invoice(s) or priced measurement(s) submitted by the Company to the Customer.
3. The Customer is responsible for (i) the repair, eradication, relocation or modification (as the case may be) of any pipes, cables or drains or defects/problems at the Site which are found before or during the Work (ii) the removal of all necessary contents to ensure that the Company has unobstructed and unrestricted access to the Site at all times required by the Company for the performance of the Work (iii) the lifting, alteration, re-positioning, repair or reinstatement of any wall, floor or ceiling coverings or tiles or any paving slabs, paths, lawns, trees, bushes and plants (iv) the relocation or modification of electricity meters/distribution boxes, alarms, telephones, televisions, radios, hi-fis, aerials, satellite dishes or other domestic appliances (although cables which simply require to be re-routed to enable the Products to be installed will be dealt with by the Company unless you are otherwise advised) and (v) the redecoration of any part of the Site which is affected by the Work. The Company shall not be liable for any damage to any property or contents (whether belonging to the Customer or any third party) which require to be moved to allow the Work to proceed.
4. The Company shall provide adequate materials, equipment and personnel for the Work and shall complete the Work within a reasonable time and in a good tradesmanlike manner.
5. Unless otherwise specified in the Quotation, time is NOT of the essence of the Contract between the Company and the Customer. If not stated in the Quotation, or otherwise agreed, the start date for the Work shall be as indicated (whether verbally or in writing) by the Company to the Customer. The Quotation assumes (a) that the Work shall be undertaken only during Normal Hours and (b) that the Company shall be able to maintain an uninterrupted Work flow. The Company shall not be responsible for delays in the performance of the Work and especially where attributable to external factors e.g. inclement weather, non-availability of materials or labour, illness, hazard, etc. If Work is required outwith Normal Hours or if time is lost through any interruptions to the Work flow outwith the direct control of the Company then the Customer shall reimburse the Company for such working or lost time and all relevant costs and expenses, all as calculated by the Company, acting reasonably, based on the Quotation and/or the Company's current charges.
6. Unless otherwise agreed, all variations and additional work, materials and costs shall be paid for by the Customer to the Company on the basis of the costs, rates and prices in the Quotation or on which the Quotation is based.
7. As the Company must comply with all laws and regulations pertaining to Health and Safety at Work during the performance of the Contract, the Customer shall do everything reasonably required by the Company for that purpose. The Company shall take all necessary, appropriate and reasonable precautions to comply with fire regulations and the Customer shall do nothing which might adversely affect any such precautions. The Customer shall indemnify the Company against all claims which may arise from any act or default by the Customer or those for whom the Customer is responsible which shall have prejudiced any actions or precautions taken by the Company in terms of this Condition.
8. The Company shall not be liable for any injury to person or loss or destruction of or damage to property, whether affecting the Customer or any Third Party, during the Contract and during the performance of the Work unless the same shall have arisen from any act of default, negligence or neglect on the part of the Company or any person or party for whom the Company is legally responsible, and then only provided that the same shall have arisen from or shall otherwise be directly attributable to the actual performance of the Contract and the Work by the Company.
9. The Company hereby gives notice that the Work shall not be undertaken by any specific employees of the Company, even if so requested by the Customer, and the Company shall be fully entitled at any time to engage sub-contractors or others to undertake all, or any part of, the Work without affecting the contractual relationship between the Company and the Customer.
10. The Company shall make good, at no charge to the Customer, all defects (whether in materials or workmanship) which the Company is legally liable to rectify provided that all such alleged defects shall have been intimated in writing to the Company not later than twelve months after the date of the practical completion of the Work but the liability of the Company for defective materials and/or workmanship shall be limited strictly to the cost to the Company of replacing or making good the same. The Company shall not be liable for any consequential loss, howsoever arising, and whether to the Customer or any Third Party attributable to defects in materials and/or workmanship pertaining to the Work.
11. Unless otherwise specified in writing, it is of the essence of the Contract that the Price (less any deposit paid) shall be due and payable (in stages if reasonably so requested by the Company) against the Company's invoice(s) or priced measurement(s), interim or final, and all stage payments of or towards the Price must be received by the Company not later than 14 days after the date of the relevant invoice or priced measurement. Final payments shall be immediately due and payable to the Company either when the Products are delivered to you (if the contract is supply only) or when the Products are installed. The Customer is not entitled to withhold any part of the Price for reason of any alleged minor defects. In the event of late payment (i.e. outwith the 14 day period for stage payments and outwith the delivery or installation date for final payments) interest will run from the date of the relevant invoice or priced measurement at the rate of 20 per cent per annum calculated on a daily basis from the date of the relevant invoice or priced measurement until payment (including such interest) is received by the Company, but without prejudice to the rights of the Company to recover outstanding payments and interest in such manner as the Company may deem appropriate. For the avoidance of doubt any alternative arrangement for payment of the Price shall require to be specifically detailed in a separate document signed by both the Company and the Customer and dated prior to the commencement of the Work. For the avoidance of doubt VAT on the Price is calculated on the basis of current rates. In the event of a decrease in VAT rates prior to payment the VAT payable will be reduced accordingly. In the event of an increase in VAT rates prior to payment the VAT payable will be increased accordingly.
12. Unless otherwise stated in writing, the Customer is responsible for supplying, free of charge, electricity for The Company's power tools and water for the Work.
13. The Customer is responsible for obtaining all Local Authority and Statutory Consents required in connection with the Work at the Customer's expense.
14. The Company shall not be responsible for any repairs, rectification, reinstatement or otherwise required to the Work rendered necessary as a result any act or omission by any other contractor or person employed on the Site.
15. If any part of the Work is carried out in two or more stages the Customer shall accept each stage as completed by the Company, to the Customer's satisfaction, before permitting any other contractor or person to enter any part of the Site and thereafter, the Company shall not be liable for any damage which is caused to any part of the Work.
16. Unless otherwise instructed by the Customer, all materials or duntakings removed by the Company in order to complete the Work will be removed from the Site and disposed of by the Company.
17. The Company shall be entitled to vary the Price should it transpire during the Work that any information provided by the Customer upon which the Quotation was based is inaccurate resulting in additional cost to the Company. Notwithstanding the foregoing, the Company reserves the right to change the specification of its Products without prior notification provided such change relates to an upgrade in the relevant specification and does not materially change the appearance of the Products. The Customer will bear no extra cost for any such change in the specification.
18. The Customer must be available, upon reasonable notice being given, during the installation and at handover to receive instructions on the installation and the day to day maintenance thereof. Warranty and other service work, will be carried out by a qualified service engineer. After payment of the Price the Customer will be provided with all necessary documentation.
19. The Customer will provide reasonable access (including where necessary and practicable access for skips, scaffolding and other necessary plant and machinery) to enable the Company to perform the Contract. In exercising access the Company will use its reasonable endeavours to minimise any damage to the Site.
20. In addition to any other Statutory rights of cancellation the Customer also has the right to cancel the Contract by sending or delivering a written notice of cancellation to the Company at its Registered Office within the period of seven days following the making of the Contract. The Company has the right to cancel the Contract by sending or delivering a written notice of cancellation, together with a cheque refunding any monies paid by the Customer to the Company, to the Customer at the Customer's home address within the period of seven days following the making of the Contract or within fourteen days following the completion of the final measurement referred to in condition 2. hereof.
21. If the Customer fails unlawfully to take delivery of the Products or to perform any essential obligations under the Contract, the Customer shall forfeit any deposit paid to the Company and the Company shall, without limiting any other rights competent to the Company, be at liberty to treat the Contract as repudiated and, without prejudice to the forfeiture of the deposit, the Customer shall be liable to the Company for the loss of profit under the Contract and such other reasonable and foreseeable losses as the Company may suffer and such losses shall forthwith be paid by you. In such circumstances, the Company shall be entitled to dispose of the Products as it thinks fit and shall not be under any liability to account to the Customer for the any payment received therefor.
22. Should the Company or anyone authorised by the Company require access to inspect the Work then the Customer shall fully and reasonably co-operate and shall allow access to the Site when so required during Normal Hours on not less than 72 hours written notice being given to the Customer.

