

Terms & Conditions – Goldcrest Installations

1. Definitions

For the purpose of these terms of use “we”, “us”, “our”, or similar terms refers to David Elliott t/a Goldcrest Installations, of 4 Victoria Road, Barnoldswick, Lancashire, BB18 6BE

2. Scope of these conditions

These terms and conditions (“Terms and Conditions”) apply to any contract (“Contract”) entered into by which we agree to provide services (“Services”) to you, being the installation and fitting of windows.

3. Contract

Any order placed by you shall constitute an offer to obtain Services from us pursuant to these Terms and Conditions. We are not obliged to accept any order. We will not be required to provide any Services to you unless we receive a copy of these Terms and Conditions, signed by you.

In respect of any Contract no additions, alteration or substitution of these Terms and Conditions shall bind us or form part of the Contract unless they are expressly accepted in writing by a person authorised to sign on our behalf.

4. Prices and Payment

As we provide an estimate we may need to charge you a higher amount than stated in the estimate.

All amounts stated (whether orally or in writing) are exclusive of VAT, which will be added at the rate currently in force.

Payment of the balance is usually required within 7 days of completing the performance of the Services. However we may require you at any point to pay on account of work that we carry out. We may also require you to pay for the cost of any materials that we may need to purchase on your behalf before or at the time we purchase or order them.

Interest shall be payable on overdue amounts accruing on a daily basis at the rate of 8% from the due date for payment until receipt of payment.

5. Timescale

Any timescales that we provide for when the Services will be performed and/or completed are approximate and of no contractual effect.

6. Your obligations

You agree to provide all necessary assistance that we may require in order that we may provide Services to you.

7. Your right of cancellation

Under the terms of this agreement you have the right to cancel any order made under the this agreement from up to 7 days from placing that order. After this time we will not be obliged to agree that any Contract can be cancelled. If we do agree to cancel the Contract you will be responsible for the cost of any of our time in performing the Services and for the cost of any materials we have bought or are contractually committed to buying.

8. Risk and Title

Save as otherwise provided in these Terms and Conditions, risk of loss, of or damage to any goods shall pass to you on delivery to you. Goods shall become your property on payment to us of the price due to us with interest to the date of payment at the stipulated rate and any other money payable to us under these Terms and Conditions. Any goods shall remain our property until payment of all such money and you shall be a mere bailee of such goods.

9. Liability

We shall not be liable in respect of any Contract for any loss of profit or for any special, consequential or indirect damage or loss.

Our aggregate liability shall not exceed the price that you agree to pay for the Services in respect of any one order.

Nothing in this clause or in these Terms and Conditions shall be construed to operate so as to exclude any liability for death or personal injury caused by our negligence.

10. Notices

Any notices to be given to us must be given in writing and sent to our contact address at Goldcrest Installations, of 4 Victoria Road, Barnoldswick, Lancashire, BB18 6BE or by e-mail to info@gcinstall.co.uk.

11. Third party rights

No one who is not a party to a Contract has any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any part of these Terms and Conditions.

12. Force Majeure

We shall not be liable to you for any failure to perform any of our obligations by reason of situations or events beyond our reasonable control. These include but are not limited to Acts of God, war, riot, strike, lock-out, trade dispute or labour disturbance, accident, breakdown of plant or machinery, fire, flood, storm, or circumstances materially affecting the supply of goods or of raw materials from our normal source of supply or the manufacture of goods by normal means or the delivery of goods by our normal means of delivery.

13. Waiver

No failure by us in exercising or enforcing any rights hereunder shall be deemed to be a waiver of any such right nor shall it operate so as to bar the exercise or enforcement thereof at any time or times thereafter.

14. Severability

If any of these Terms and Conditions is held to be void, illegal or unenforceable under any enactment or rule of law such term or provision shall to that extent be deemed to not form part of these Terms and Conditions but all other provisions of these Terms and Conditions shall remain in full force and effect.

15. Governing Law

All Contracts incorporating these Terms and Conditions shall be governed by and construed in accordance with English law and the parties hereby submit to the exclusive jurisdiction of the Courts of England and Wales.

16. Entire Agreement

These Terms and Conditions set out the entire agreement relating to the supply of Services by us and supersede any previous representation, understanding, or agreement. This clause does not limit or exclude our liability for fraud or fraudulent misrepresentation.

Customer acknowledgement

I agree that the Services that you will provide will be carried out in accordance with, and I agree to be bound by, these Terms and Conditions.

Signed Date
Full Name Address