

Order Confirmation

Prepared for BPM Contracting Services

This contract represents a binding legal agreement between BPM Contracting Services and Emerald Windows and Doors as detailed below and on the following 6 pages.

Kata Peters (BPM Agent) kata.peters@bpm-cs.co.uk

Customer: BPM Contracting Services

Address: 12 Stable Yard
Windsor Bridge Road
Bath
Somerset

Postcode: BA2 3AY

Phone: 01225462598

Site Address: Flat 6

Mill Court
Gloucester Street

Postcode: GL18 1AE

Email: accounts@bpm-cs.co.uk

Purchase Price:

£2,468.00 including VAT

Payment terms:

50% Deposit on survey. 50% Final on completion. Reverse VAT & CIS applies.

Payment schedule:

Deposit (50%):

£1,234.00

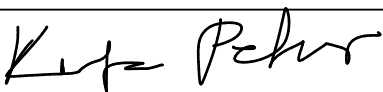
Final (50%):

£1,234.00

Cancellation Conditions:

The Customer understands that the Goods included in this Order are bespoke, and therefore, they waive their 14-day cooling off period. If the Customer wishes to cancel the Order, they must inform the Company in writing immediately after the survey. If the cancellation request is accepted by the Company, the Customer will be subject to a survey and administration fee proportionate to the Contract value. The fee will be due within 14 days from the survey appointment date. The Company may terminate the Contract upon giving 14 days' notice to the Customer if it is unable to provide the agreed Goods and/or Services for any reason. If the Customer wishes to terminate the Contract, they must notify the Company in writing. Upon mutual agreement, the Company reserves the right to charge for any Goods already ordered and Services completed up to the point of termination. / The Customer has consented to receive occasional marketing communications from the Company, including promotional offers and updates. The Customer may opt-out at any time by following the unsubscribe instructions in each communication or in writing to the Company.

Signed by: (customer)


X Kata Peters (Apr 30, 2025 16:35 GMT+1)

**"Thank you for your
business, we're really
looking forward to
working with you!"**

I have read and agree to your Terms & Conditions

Date: Apr 30, 2025
..... / /

Emerald Windows and Doors, Emerald House, The Brow, Swindon, Wiltshire

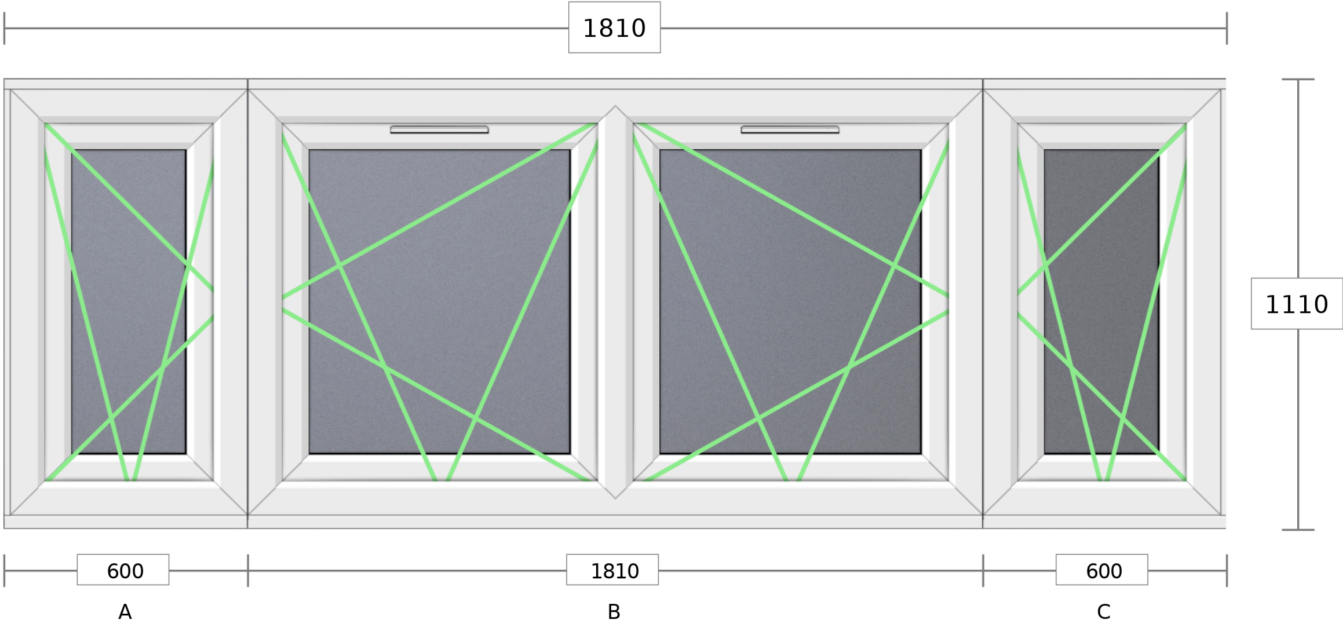
Item Spec: 1 of 2

Quantity: 1

Location: lounge

Job Type: Supply & Fit - Remove & replace

☀ View from outside



Point of arrow denotes hinge position of openers.

Plan view

Inside



Outside

PVCu Coupled Items (x1)

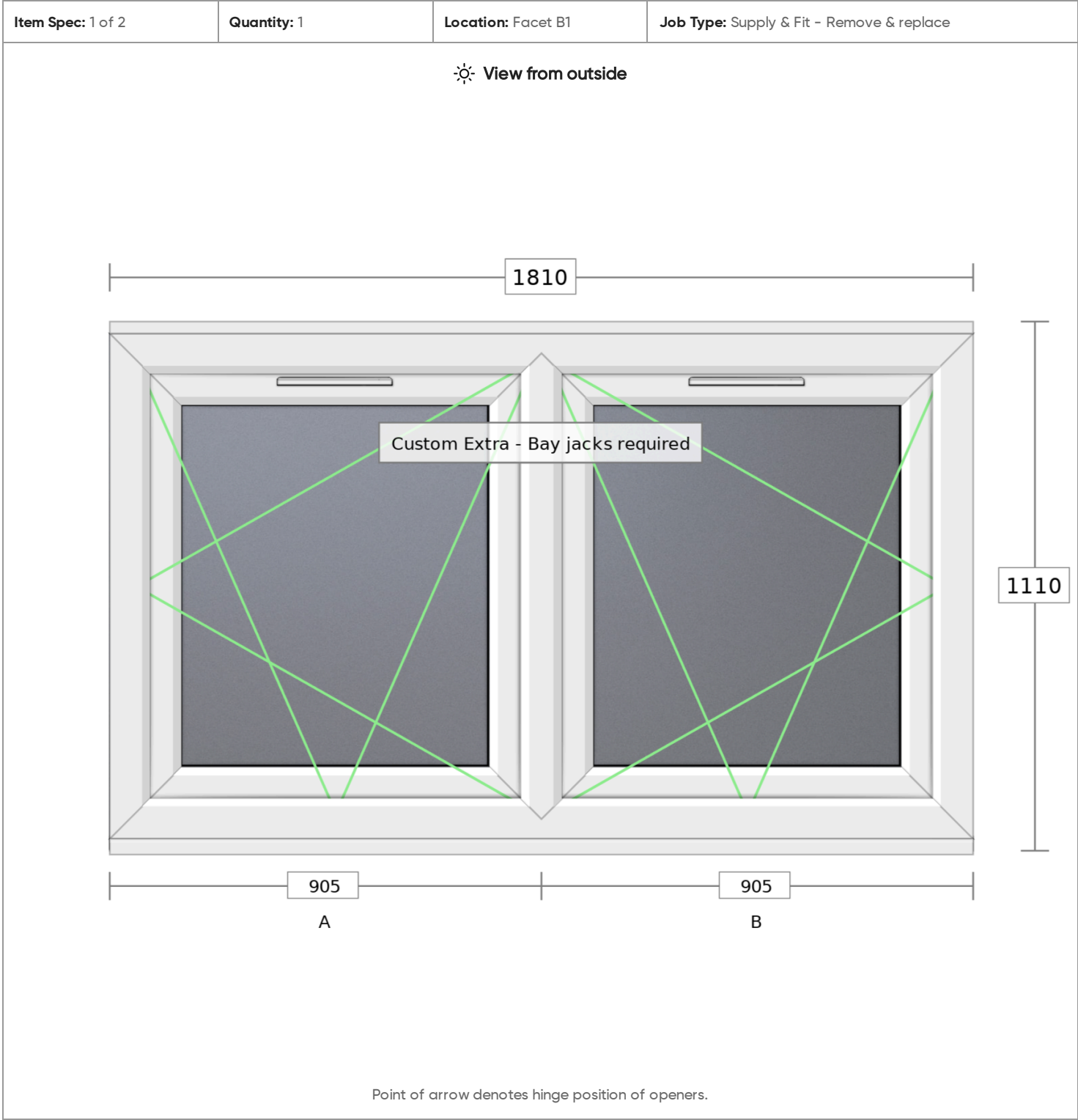
Couplers
Vertical bay post A-B: 90 Degrees
Vertical bay post B-C: 90 Degrees

Cills
Facet A-B-C: Large
Length: 3010
Horn: None

 View from outside



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Deceuninck 2500 Tilt Turn Window (x1)

Frame: Large Chamfered Colour: Smooth White
Sash: Standard Chamfered
Mullion: Standard Chamfered
Bead: Chamfered
Cill: Large
Frame Joint Type: Welded
Sash Joint Type: Welded

Profile Trickle Vent: Small Match Finish
Tilt turn handle: White
custom extra: Bay jacks required

Glass: Double Glazed 4 - 20 - 4 - Black Spacer - Clear

 View from outside



Tilt turn handle: White

Please note: Images shown are for illustrative purposes.
Printers & computer screens cannot be relied upon to accurately replicate colours.



2. Internal access
Quantity: 1

Notes

Notes: Internal access was not possible on survey as tenant was not in. Unable to inspect inside. Any existing cracked tiles, or plaster cannot be accounted for. No plastering or tiles are covered if these brake on installation.

Item Spec: 2 of 2	Quantity: 1	Location: Internal access	Job Type:
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Notes

Internal access was not possible on survey as tenant was not in. Unable to inspect inside. Any existing cracked tiles, or plaster cannot be accounted for. No plastering or tiles are covered if these brake on installation.

Terms and Conditions

Emerald Windows and Doors is a trading name of Handy Services 4 U Ltd and is a credit broker, not a credit lender.

Emerald House, The Brow, Swindon, SN25 1HT. Company No. 7015873. Authorised and regulated by the Financial Conduct Authority.

This Agreement is made between Handy Services 4 U Ltd T/A Emerald Windows and Doors (“the Company”) and the Customer whose details are provided in the attached Contract. By placing an Order, the Customer agrees to the following Terms and Conditions:

1. Definitions

- 1.1. "Company" refers to Handy Services 4 U Ltd T/A Emerald Windows and Doors.
- 1.2. "Customer" refers to the individual or entity purchasing goods and/or services from the Company.
- 1.3. "Goods" refers to the windows, doors, and other products supplied by the Company.
- 1.4. "Services" refers to the installation and/or repair work carried out by the Company.
- 1.5. "Order" refers to the statement of work describing the Goods and Services to be provided by the Company, attached to the Terms and Conditions.
- 1.6. "Terms and Conditions" refers to the terms and conditions of supply set out in this document and any special terms and conditions agreed in writing by the Company.
- 1.7. "Contract" refers to the legally binding agreement between the Company and the Customer for the supply of Goods and/or Services, as outlined in the Order and the Terms and Conditions.

2. General

- 2.1. These Terms and Conditions shall apply to all Contracts for the supply of Goods and Services by the Company to the Customer and shall prevail over any other documentation or communication from the Customer.
- 2.2. Any variation to these Terms and Conditions shall be inapplicable unless agreed in writing by the Company.
- 2.3. Nothing in these Terms and Conditions shall prejudice any condition or warranty, express or implied, or any legal remedy to which the Company may be entitled to in relation to the Goods and Services, by virtue of any statute, law or regulation.
- 2.4. Nothing in these Terms and Conditions shall affect the Customer's statutory rights as a consumer.
- 2.5. The Company support the GGF Code of Good Practice and undertake to work within the guidelines of this. A copy of the code can be requested by the Customer.
- 2.6. The Customer consents to the Company taking photographs of the installation for internal records and marketing purposes. The Customer may withdraw this consent by notifying the Company in writing before or during the installation.
- 2.7. The Customer consents to receive occasional marketing communications from the Company, including promotional offers and updates. The Customer may opt-out at any time by following the unsubscribe instructions in each communication or in writing to the Company.
- 2.8. The Company uses CCTV monitoring on its premises for the purposes of security and staff safety. By visiting the Company's premises, the Customer consents to the capture and recording of CCTV footage.

3. Quotes

- 3.1. All quotations provided by the Company are valid for 14 days from the date of issue unless otherwise stated.
- 3.2. The Company reserves the right to withdraw or amend any quotation without notice.
- 3.3. All quotations are subject to survey and will hold no bearing over any subsequent Order.

4. The Order

- 4.1. For the avoidance of doubt, the Company will only have an Order with the Customer once the Customer has signed the first page of the Contract.
- 4.2. On acceptance of the Order, the Company will order any Goods as detailed in the Order. If, after this, the Customer cancels the Order, the Customer will be liable for any costs incurred by the Company.
- 4.3. Any changes to the Order must be made in writing and may be subject to additional charges.
- 4.4. The Order is as described on attachment to the Terms and Conditions, and not based on any previous quote, description, drawing, conversation or existing installation.
- 4.5. Goods shown in the Order will be measured and manufactured in a way considered suitable by the Company. The Company reserves the right to make any necessary modifications
- 4.6. Representatives' and showroom samples are used to demonstrate a typical unit and its composition. No guarantee is given that the units supplied will conform precisely with any samples.

5. Cancellation

- 5.1. The Customer understands that the Goods included in this Order are bespoke, and therefore, they waive their 14-day cooling off period.
- 5.2. If the Customer wishes to cancel the Order, they must inform the Company in writing immediately after the survey. If the cancellation request is accepted by the Company, the Customer will be subject to a survey and administration fee proportionate to the Contract value. The fee will be due within 14 days from the survey appointment date.
- 5.3. The Company may terminate the Contract upon giving 14 days' notice to the Customer if it is unable to provide the agreed Goods and/or Services for any reason.
- 5.4. If the Customer wishes to terminate the Contract, they must notify the Company in writing. Upon mutual agreement, the Company reserves the right to charge for any Goods already ordered and Services completed up to the point of termination.

6. Complaints Procedure

- 6.1. The Company's complaints procedure can be found on its website or can be requested via the office.
- 6.2. The Customer agrees to follow the Company's complaints procedure before posting a negative review online. Any review that is unfounded, defamatory, or is left prior to the complaints procedure being followed, may result in the Company to take legal action and void any outstanding guarantee.

7. Price and Payment

- 7.1. Purchase Price, Payment Terms and Payment Schedule are clearly outlined on the first page of the Contract.
- 7.2. A deposit is required to start the production of any Order, unless agreed otherwise in writing.

7.3. The interim payment is required to start the installation. If the Customer fails to pay this a week before the first day of installation, the Company reserves the right to postpone the installation until this has been paid.

7.4. Payment of the final balance shall be immediately due upon installation, or on delivery where the Contract is for supply only.

7.5. The Customer shall not be entitled to withhold more than 10% of the final balance only to the Company by reason of any alleged defect. The remaining balance will then be due after the Company has rectified the defect.

7.6. The Company reserves the right to charge interest on any overdue payments at a rate of 8% per annum above the Bank of England base rate.

7.7. If the Customer fails to pay amounts due under the Contract, the Company reserves the right to recover any reasonable costs incurred in the process of collecting the debt, including but not limited to fees charged by collection agencies and legal expenses.

7.8. The full terms and conditions of any finance offered are contained within the credit agreement signed by the Customer and the financial services company.

8. Delivery and Installation

8.1. The Company will use reasonable endeavours to honour any date provided in connection with the installation but cannot be held liable for any losses suffered because of any delay that has resulted from factors that could not have been foreseen by the Company and matters which are outside the reasonable control of the Company. Such factors include (but are not limited to) adverse weather conditions or traffic conditions, mechanical breakdown, previous installations over-running, site conditions, issues with access to premises and so forth. In such circumstances the time of performance shall be extended to allow performance of the Order.

8.2. If the Customer is unable to meet the installation date, then it is the Customer's responsibility to inform the Company in writing and agree an alternative date. The Company agrees to store the Goods up to a maximum of 6 weeks. Thereafter the Customer agrees to pay the Company additional storage fees until the installation is commenced. The Company deems a period of 3 months reasonable in some circumstances. However, the Company reserves the right to increase costs if the Goods and/or Services prices increase during any deferral which is at the Customer's request and is more than what the Company deems acceptable.

8.3. The Customer shall ensure that all requirements in relation to delivery and performance are met, including the provision of adequate access to the site. Failure to do so may result in additional charges being imposed by the Company.

8.4. The Company reserves the right to subcontract any part of the Services provided. The Company will remain liable for the performance of its subcontractors to the same extent as if the Company provided the Services directly.

8.5. The Company's standard fitting tolerance is 10mm overall, subject to the nature of the openings. It is deemed acceptable that cutting or other adjustments may be required by our installers on-site to ensure a proper and secure fit for certain items. These necessary adjustments are part of the installation process and are carried out to achieve the best possible result.

8.6. Any issues with the installation must be reported to the Company within 7 days of delivery of the Goods and/or performance of the Services. The Customer shall be entitled to a repair that meets industry standards and must give the Company a reasonable opportunity to rectify any issues. After 7 days, the Customer shall be deemed to have accepted the Goods and/or Services and shall not after that time be entitled to reject them.

8.7. Window bars are not guaranteed to align to any existing or newly installed roof, door, or adjoining window.

8.8. Shutter rails or split tilts are not guaranteed to align with any existing or newly installed windows/doors.

9.Title

9.1. Title in the Goods remain with the Company until payment is made in full by the Customer. If payment is not made in accordance with the Terms and Conditions, the Company reserves the right to reclaim any Goods supplied, with access to the premises being provided by the Customer. The Business is not responsible for any damage caused by such removal.

9.2. Guarantees do not automatically transfer to new owners of the property, unless agreed in writing. If the Company agrees to the transfer, the transfer policy, including a fee, will apply.

9.3. Customer details will be retained by the Company until the guarantee period expires.

10. Customer's Obligations

10.1. The Customer confirms that they are the owner of the property at which the installation is to take place and that they have complete authority to enter into this agreement.

To enable the Company to fulfil its obligations, the Customer agrees to:

10.2. Co-operate fully with the Company.

10.3. Ensure the site is safe and accessible and provide necessary services such as utilities.

10.4. Provide any formation requested by the Company and notify it of any structural defects that may affect installation.

10.5. Grant access to the site for measurements, installations and remedials at reasonable times.

10.6. Ensure access is granted to neighbouring land if required.

10.7. Ensure all necessary permissions are obtained prior to the commencement of services (including properties within a conservation areas or listed buildings).

10.8. Remove and reinstall any existing window coverings, as well as alarms and doorbells.

10.9. Remove any irreplaceable or fragile items prior to the work commencing.

10.10. Report any complaints/concerns no later than 7 days of receiving Goods and/or Services.

10.11. To maintain transparency and mutual respect during on-site work, the Customer is requested to inform the team on the day of service about any indoor or outdoor surveillance equipment in areas where work will be conducted. The team may request that any indoor cameras in sensitive work areas be temporarily turned off or covered to protect privacy, especially if they record audio.

11. Guarantees

11.1. Goods supplied by the Company will be of merchantable quality and fit for their intended purpose.

11.2. Services will be provided with reasonable skill and care.

11.3. The guarantee will only come into effect upon receipt of the balance payable and any other sums that have become payable by the Customer.

The Company provides the following guarantee periods subject to the following limitations:

Windows/Doors

11.4. 10 years on uPVC window and door frames.

11.5. 10 years on aluminium window and door frames.

- 11.6. 5 years on timber window and door frames.
- 11.7. 10 years on composite door slabs.
- 11.8. 10 years on hardware moving parts (sash window & timber window/door hardware for 5 years, fire door hardware for 2 years).
- 11.9. 5 years on roller garage doors.
- 11.10. 10 years on secondary glazing.
- 11.11 10 years on Velux windows. Velux motors and other products used for electrical or solar powered operation for 3 years.
- 11.12. 6 years on clear/white silicone on outside of windows/doors.
- 11.13. 3 years on coloured silicone on outside of windows/doors.
- 11.14. 1 year on mortar finish around windows/doors.

Roofs

- 11.15. 10 years on conservatory roofs (tile/glass/polycarbonate)
- 11.16. 10 years on lantern roofs.
- 11.17. 10 years on flat roofs.

Roofline

- 11.18. 1 year on fascia, soffit, guttering and cladding.

Glazed Units

- 11.19. 10 years on glass sealed units (sash window & timber window/door glass for 5 years).
- 11.20. 5 years on integral blinds.

Shutters

- 11.21. 10 years on white fauxwood shutters.
- 11.22. 5 years on colour fauxwood shutters
- 11.23. 3 years on hardwood shutters.

The Company will not guarantee its Goods or Services if:

- 11.24. They suffer misuse and/or the aftercare guidelines are not followed by the Customer.
- 11.25. The defect arises as a result of fair wear and tear or abnormal use.
- 11.26. They are repaired or modified with by anyone other than the Company.
- 11.27. The Company uses the Customer's materials.
- 11.28. The Customer orders the Company to carry out work against the advice of the Company.

11.29. The guarantee period applies to Goods which have been supplied and installed by the Company.

11.30. Once the installation is complete and the Customer has paid all outstanding invoices, the Company will register the installation with FENSA if applicable. Installations registered with FENSA are automatically registered with insurance. For any installations that are not registered with FENSA, the Customer must apply for their Insurance Backed Guarantee within 28 days of contract completion. All products except shutters are covered by an Insurance Backed Guarantee.

11.31. The Company will provide the Customer with aftercare and maintenance instructions upon completion of the installation. The Company does not guarantee Goods where aftercare instructions are not followed. It is the Customer's responsibility to request the aftercare guide where it has been lost or was not originally provided.

11.32. The Company undertakes to repair or replace any product supplied by the Company which prove defective because of faulty materials and/or workmanship during the above guarantee periods.

11.33. Any repair work carried out or replacement units supplied within the guarantee periods will also be covered by the Guarantee, but only for the remainder of the guarantee period.

11.34. The Company may be unable to honour the Goods under the guarantee period if the trade supplier goes out of business, or a product line is discontinued. If a product line is discontinued, the Company will endeavour to replace with a close alternative, but this does not mean everything else will be replaced with it.

11.35. If the Company calls out to the Customer following a report of a fault but no problem or something outside of our guarantee is found, a service fee invoiced will be applied. If the invoice is not settled, the Company reserves the right to void the guarantee.

11.36. Any claim under the guarantee should be notified to the Company in writing within 7 days of the Customer being aware of such a claim.

11.37. The guarantee does not extend to any work carried out by others associated with the installation, other than work carried out by this Company's employees and sub-contractors.

11.38. The Company does not guarantee Goods supplied by the Company which are not manufactured by the Company's manufacturer, such as cat flaps and electrical items, which carry the guarantee of the original supplier.

11.39. If a product is found to be defective and is replaced under the guarantee, the Company will not be held responsible for any additional costs arising from the replacement i.e. if a cylinder is replaced and the Customer has purchased additional keys, the cost of replacing these keys for the new cylinder will be the Customer's responsibility.

11.40. Any adjustments within 18 months are covered under the guarantee. Any adjustments after this period will be charged at a call out rate.

11.41. The guarantee for hardware is in respect of function and durability and does not apply to decorative surface finishes.

11.42. All colours are shown as a guide only due to variances in the printing process. RAL/BS colour references are the nearest standard colour and may not match perfectly.

11.43. The guarantee does not apply to any blemishes/indentions which are not observable from at least 3 metres distance in natural light (not direct sunlight).

11.44. The guarantee does not extend to minor imperfections within the glass and outside the scope of the visual quality of standards of the Glass and Glazing Federation, or any condensation on the outside of the panes of glass.

11.45. Thermal movement will occur with all products and is normal, as the products will revert to its natural flat place tolerance. Guarantee may not extend to dark colour products in south facing installations. The Customer should check at point of Contract.

11.46. Due to the nature of the hardwood used for timber windows and doors, movement may occur once the products are installed, influenced by factors such as temperature, humidity, and other environmental conditions. These natural occurrences may include minor changes in size, length, or colour, the appearance of splits or gaps, warping, twisting, or visible joints caused by swelling at different rates. These are considered normal and acceptable characteristics of timber products. The Company will only take corrective action if the overall structural integrity is compromised or if the issue is found to be due to substandard workmanship by the Company.

11.47. Roller garage doors must be maintained by an approved installer every 6-12 months. If this is not followed, the guarantee will be void. It is the Customer's responsibility to schedule the maintenance call outs.

11.48. The guarantee for roller garage doors does not apply to batteries, fuses, sensitivity adjustments, light bulbs and locking mechanisms.

11.49. Shutters meet the standards in line with the characteristics set out in the BBSA's product characteristics.

11.50. Shutters are light controlling but not black out. Varying levels of light filtration between louvres, panels and frames may occur.

12. Limitation of Liability

12.1. The Company's liability for any loss or damaged caused by its negligence shall be limited to the value of the Contract.

12.2. Nothing in these Terms and Conditions excludes or limits the Company's liability for death or personal injury caused by its negligence.

The Company accepts no liability for:

12.3. Indirect, consequential or economic losses suffered by the Customer.

12.4. The fitness for a particular purpose, other than their normal purpose, of any Goods and/or Services.

12.5. Defects or damage where the Customer supplies materials.

12.6. The failure to complete the Services by any agreed completion date.

12.7. Any errors in the Order which the customer has agreed to.

12.8. Any cracked or missing lintel. Where discovered, the Customer is fully liable for the costs.

12.9. Any gas, electrical, wiring, plumbing, telephone installations or the removal of asbestos.

12.10. Any surrounding wallpaper, paintwork, ceramics, tiles or specialist finishes damaged during installation.

12.11. Any brickwork, masonry, rendered or other surfaces cracking or collapsing during installation.

12.12. Any weakening or collapse of the structure to which the Goods are affixed during or at any time after installation.

12.13. Damage caused by movement, expansion or contraction of ground or soil, due to underground or mine workings, climate changes, water content, or tree root activity.

12.14. Damage to the product attributable to the failure of foundations or structure when these have not been constructed by the Company.

12.15. Discolouration or frost damage to brick work.

12.16. Minor defects to plaster work or brick work due to settlement.

12.17. Damage or deterioration to the product arising out of normal wear and tear in the home, pollution and the effect of sea or salt water.

12.18. Damage due to placement of Customer's own fixings causing failure of sealed units, hardware or interference with drainage channels.

12.19. Damage caused by incorrect location of window coverings, which can result in over-heating of internal trims and subsequent thermal movement or distortion.

12.20. Any variation in the colour or shade of any glass supplied under the guarantee, where that variation is because the glass manufacturers no longer manufacture the glass in question.

12.21. Staining caused by any substance whatsoever.

12.22. The inability to provide products, parts or hardware that match those supplied where the items in question become obsolete, in which case the Company shall provide an alternative of at least equivalent quality where possible.

12.23. Any business losses that the Customer suffers in relation to the use of the property at which the installation has been carried out.

12.24. Any losses that the Customer suffers in relation to loss of earnings.

12.25. The Company will remove all surplus materials and debris from site after completion.

12.26. The Company will make good any damage caused during the installation to plaster and rendering immediately surrounding any window or door installed. This does not include existing cracked reveals, rotting plaster or render.

13. Force Majeure

13.1. Neither party shall be liable for any delays or failure to fulfil its obligations due to circumstances beyond its control, including but not limited to natural disasters, war, strikes or acts of government, and the party shall be entitled to a reasonable extension of its obligations.

14. Severance

14.1. If any part of the Terms and Conditions is found to be invalid, the remainder shall remain in full force and effect.

15. Governing Law

15.1. The Terms and Conditions are governed by and construed in accordance with the laws of England. Both parties submit to the exclusive jurisdiction of the English Courts.

16. Data Sharing Consent

16.1. The Customer acknowledges and consents that, while providing Goods and Services, the Company may share certain data, including personal data as defined by the applicable data protection laws, with its suppliers, sub-contractors, or service providers as necessary to fulfil the Customer's Contract.

16.2. The Company shall take reasonable measures to ensure that any data shares with any third party is protected and processed in accordance with applicable data protection laws and regulations.

16.3. The Company shall retain data for no longer than necessary.

16.3. The Company's Privacy Policy can be found on its website.