

## **Replacement window/doors agreement,**

### **Between**

**Shaun Rainbow T/A Oriel Windows**

**2 Tretawn Gardens**

**Selsey**

**Chichester**

**West Sussex**

**PO20 0DW**

**&**

**Mr & Mrs Sample**

**123 Sample road**

**Sample**

**PO12 3AB**

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**1. This agreement is dated Thursday 0<sup>nd</sup> August 2018**

**Parties**

Shaun Rainbow T/A Oriel Windows & Client as on page 1

addresses as on pager 1

**2. The term**

The agreement shall commence on the above date and shall continue for exactly six months from this date. This is subject to Oriel Windows and the clients mutual right to terminate the agreement in accordance with clause 11 below.

**3. The works**

In accordance with the purchase agreement and specification on quotation, Oriel Windows agrees to perform the works during the term of agreement.

**4. Fee**

By way of consideration for the services that the company shall supply to the client and its group pursuant to this agreement, the client agrees to pay the fee of

Total £0000.00 zero thousand zero hundred and zero pounds.

All fees are inclusive of VAT and Labour

**5. VAT**

All payments made by the client under this agreement must additionally include VAT, charged at the standard rate of UK VAT. This should be paid in accordance to each invoice issued by Oriel Windows.

If the client fails to comply with its obligation under this clause, it shall additionally pay all interest and penalties which thereby arise to the company.

Oriel windows VAT registration number is 305 6843 05

**6. Late payments**

If payment is not received within the agreed payment terms, Oriel Windows reserves the right to charge all overdue accounts at the rate of 3% per annum above the base rate of the Bank of England from the date from which it was due to the date of payment. In addition, the client will be liable to pay a 15% charge on any monies owed to Oriel Windows. This is payable to their debt recover team Daniels Silvermans should they be required in order to secure the payment.

**7. Changes to the works**

The works need to be produced to the schedule, any deviation from the schedule may result in additional costs to compensate for extra work by Oriel Windows.

If the client desires to depart from the schedule, or if the client wishes to extend the works beyond the original agreed schedule then the client will be charged the normal rate of works for this nature.

**8. Termination**

In addition to any other rights and remedies at law, either party may terminate this agreement by giving notice to the other party in the event that.

Either party has failed to make account or make payments as required under this agreement. Either party has committed a material breach of its obligation under this agreement, and where the breach is capable of remedy, fails to rectify that breach within a 30-day period from the date of the breach.

Either party becomes bankrupt or insolvent or enters into liquidation or receivership or enters into any agreement with creditors.

Should the client wish to cancel after the product has gone into manufacturing. The client will be liable for the cost of the product only. The client will own 100% of the product that has been paid for. Oriel windows will arrange for the product to be delivered to the installation property on an agreed date and time.

The client will not be liable for any other agreed monies for installation.

**9. Start work now**

Further to the clause above, should the client wish to proceed straight away, they can do so by signing the waiver below.

By signing the waiver, the client will be liable for the full cost of the product fee agreed in section 4 should they wish to cancel at any point.

Signed.....

Date.....

**10. Variation**

No variation of this agreement shall be effective unless it is agreed by both parties. Such an agreement must be done in writing and signed by both parties.

Oriel Windows undertakes to perform the services described herein from the commencement hereof and at all times hereafter during the term with due skill, in accordance with good industry practise, and in accordance with the terms and conditions of this agreement.

#### **11. Warranty**

Oriel Windows will comply with all applicable laws and regulations in relation to making the service available to the client.

Oriel Windows will take every precaution to carry out all works with reasonable consideration to the client, their neighbours and the surrounding environment.

All materials will be of a satisfactory quality and fit for purpose.

All windows and doors will be removed and installed using reasonable care and skill.

#### **12. Entire agreement**

This agreement constitutes the whole agreement between the parties and supersedes all previous agreements between the parties relating to this subject matter.

Each party acknowledges that entering into this agreement, it has not relied on, and shall have no right or remedy in respect of, any statement, representation, assurance or warranty (whether made negligently or innocently) other than as expressly set out in this agreement. Nothing in this clause shall limit or exclude any liability for fraud.

#### **13. Liability/insurance**

Oriel Windows shall not under any circumstances be liable in contract, tort (including negligence and breach of statutory duty) or otherwise for, Loss of profits, anticipated savings or contracts, unforeseeable or consequential or indirect loss or damage, or to the extent that such liability arises as a result of the **clients** wilful or negligent breach of this agreement.

#### **14. Force majeure**

Neither party shall have any liability to the other for failure to fulfil its obligations under this agreement to the extent that it is prevented from carrying them out by an event of Force Majeure (i.e. an event beyond either party's control) and neither party may terminate this agreement unless such event of force majeure continues for more than one month, when either party may serve a written notice to terminate with immediate effect. For the avoidance of doubt, no termination payment shall apply in the case of termination pursuant to this clause 17

### **15. Third party rights**

No persons other than that are party to this agreement shall have any right to enforce any term of this agreement.

Neither party shall assign, transfer, charge or make over this agreement or any of its rights or obligations without written consent of the other. Such consent would not be unreasonably withheld. Notwithstanding the foregoing, Oriel Windows hereby consents to the assignment of this agreement by the client to any member of the clients group.

### **16. Notices**

Any notice required to be given under this agreement shall be in writing and shall be delivered personally, or sent by pre-paid first class or registered post or recorded delivery or by commercial courier, to each party required to receive the notice as set out at the top of this agreement, or as otherwise specified by the relevant party by notice in writing to the other party.

Any notice shall be deemed to have been duly received:

If delivered personally, when left at the address and for the contact referred to in this agreement.

If sent by pre-paid first class or registered post or recorded delivery, at 10.00 am on the second business day after posting.

If delivered by commercial courier, on the date and at the time that the couriers receipt is signed.

If sent via email or fax.

The provisions of this clause shall not apply to the service of any proceedings or other documents in any legal action.

**17. Governing law and jurisdiction**

This agreement and any dispute or claim arising out of or in connection with it 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.

The parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this agreement or its subject matter or formation (including non-contractual disputes or claims)

**18. Complaints, Alternative disputes service and ombudsman**

Oriel windows is committed to providing a high-quality service to all our clients. When something goes wrong, we need you to tell us about it. This will help us to improve our standards.

If you have a complaint, please contact us with the details. We have eight weeks to consider your complaint. If we have not resolved it within this time you may complain to the industry Ombudsman.

The Glazing Ombudsman,  
54 Ayres street  
London  
SE1 1EU  
www.glazingombudsman.com  
020 7397 7200

about your complaint. Normally, you will need to bring a complaint to the Glazing Ombudsman within six months of receiving a final written response from us about your complaint.

**\*Please see our website for the full complaints procedure**

This agreement has been entered into on the date at the beginning of it.

Oriel windows.....

Date.....

Client.....

Date.....