



Office: 0131 258 5248

Email: [info@hermitagewindows.co.uk](mailto:info@hermitagewindows.co.uk)

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### STANDARD TERMS & CONDITIONS

1. Timber products are often sanded and prepared on-site. You should take appropriate precautions to protect soft furnishings. We will lay dust sheets in the immediate vicinity of the works but you should take additional precautions in order to protect your personal contents and areas of your property.
2. Most of our work will create varying levels of airborne dust. We will take all reasonable steps to ensure this is kept at a minimum but we ask that you assist us by removing contents which might be affected prior to our arrival.
3. We accept no responsibility for damage to any soft furnishings or curtains that have not been suitably removed or protected. When interior work is taking place you should remove breakable items such as pictures, mirrors, ornaments and electrical goods. We are not liable for any damage incurred if you fail to remove these items.
4. All works carry a risk of accident. We do everything we can to keep these risks at a minimum. We ask that you take extra care while we are carrying out works (particularly if children, partially sighted persons or pets are in the property) and inform us of any unusual circumstances prior to the commencement of works.
5. It is your responsibility to ensure that all items of a fragile and delicate nature are removed from the area both for internal and external works. We are not liable for any damage caused to items from falling debris, loading and unloading or painting work. For example – vehicles, garden furniture, planters etc. should all be moved or cleared from the immediate area.
6. We will make every effort to commence work at an agreed date and time. We cannot accept responsibility should any unavoidable delays occur during the works. When you are informed of work times, dates and schedules this must be viewed as an approximate estimate and we cannot be held liable for any consequential claims due to work running over or under the proposed schedule.
7. We will not be responsible for any loss due to late delivery or suspension of delivery caused by strikes, lockouts, war, fire, breakdown of machinery, pandemics or any other causes beyond our control and, in these circumstances, we may cancel the Contract.

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**Registered Office:** 44 Howdenhall Crescent, EH16 6UR. SCO Company Number: 577795

VAT Number: 291460402

Website: [hermitagewindows.co.uk](http://hermitagewindows.co.uk)

**Please Note:** we require 40% deposit prior to window or door manufacture and 20% for restoration work.

**Payment Terms:** 7 days from completion of works.



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8. We operate on site usually from 8.00am – 4:30pm. We will require full access to the property by prior arrangement and for the duration of the works. If you are not able to provide full access to your property for the duration of works (i.e. provision of keys) then you should inform us of this two weeks before your work is scheduled to take place. It is your responsibility to inform tenants and third party key holders of works dates, arrangements and times of our arrival. We reserve the right to seek reasonable remuneration should our staff be unable to gain access on the agreed date of works.

9. Works may involve strong smelling adhesives, solvents, paints or thinners. Should anyone in the household suffer from breathing difficulties please take appropriate action to avoid direct contact with these substances and areas of use. You should inform us of any unusual circumstances or health issues prior to the commencement of works.

10. Our work may result in a temporary loss of facilities within the area of works i.e. kitchen worktops in front of windows, telephone lines, running water. In the event of a temporary loss of facilities we will attempt to minimise the time period of this disruption by restoring the full use of your facilities as quickly as possible. We advise that you make provisions for potential disruptions accordingly. We will inform you in advance of any scheduled loss to facilities (as above) at the location of works.

11. You should inform us of any other works taking place on the property by a third party in advance of works commencing. Third parties are not allowed to use any materials, tools or equipment supplied by Hermitage Windows Ltd without seeking permission first from our office.

12. Our works will often generate building debris. This may mean that materials may need to be stored in your property for a short period of time prior to their removal at the conclusion of works.

13. All building materials remain the property of Hermitage Windows Ltd until fully paid for. Hermitage Windows Ltd reserves the right to remove any installed goods from the area of works until payment is received in full.

14. When supplying Goods - We may withdraw our quotation and withhold delivery of the Goods if your account is outstanding to an extent which we regard as unreasonable or for any other reason which gives us doubts about your ability to pay.

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15. For Supply only Goods - Prices for delivery of goods and products will be supplied by quotation. For supply only goods delivery is not included unless specified.

If we deliver the Goods to you to such place as you direct within the United Kingdom, risk of loss or damage passes to you when the Goods are delivered by us to the place agreed between us. If the Goods are to be collected from our premises that risk passes to you when the Goods are loaded on to your or your carrier's vehicle.

16. You will accept delivery within 10 days of being advised that the Goods are ready unless a previous arrangement has been made beforehand with Hermitage Windows Ltd. Otherwise, we may charge you interest at the rate of 2 per cent per month on the invoice value of the Goods including a storage charge.

You must inspect and sign for the Goods when they are delivered. Any defects are notified as soon as reasonably practical. No claims will be accepted for damage, shortage or loss unless written notice of such claims is received within a reasonable timescale.

We will not be responsible for any loss caused by late delivery. Late delivery does not affect your duty to pay us.

17. If you cancel your order, we may recover all our costs up to the date when we receive your notice of cancellation.

18. If you should have a receiver appointed over any of your assets or if an order is made or a resolution passed for your winding up or if you commit an act of bankruptcy or become bankrupt we will be entitled to remove any Goods which have not been paid for in full unless full payment can be made within 7 days of completion of our service or delivery of Goods.

19. If there is a dispute about the satisfactory quality of goods and an assessor is to be appointed, both parties should agree to the assessor. The assessor will provide a report stating who is at fault, with the loser to pay the assessors fees. If the assessor states that the product or fitter is to blame then Hermitage Windows Ltd will do their utmost to rectify.

20. We request payment within 7 days completion of works undertaken. We accept, Debit cards, BACS payments, cheques and cash.

21. A deposit is required prior to any manufacturing taking place. Upon receiving your deposit we can then confirm a date for fitting work to commence.

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Measure ups for proposed works are carried out after receipt of your manufacturing deposit. Hermitage Windows Ltd require a deposit for all works and services.

22. Upon conclusion of works you may retain 5% remainder due if you are not satisfied that the works are complete or feel there are snagging issues to be resolved. If this is your intention you should inform us in writing clearly stating your reasons for retention of payment before withholding. Any complaints should be directed to the company administration office by e-mail or letter.

23. Late payment penalty - We reserve the right to charge 2% to outstanding invoices. Any guarantee or warranty will not be provided until invoices are paid in full. This does not affect any other legal rights you may have in relation to the contract.

If there are any questions on any of the above information do not hesitate to contact our office on 0131 258 5248 or contact us by email [info@hermitagewindows.co.uk](mailto:info@hermitagewindows.co.uk).

Ruling Law: The Contract, these Conditions of Sale and all Special Conditions of Sale will be governed by and construed in all respects in accordance with the law of Scotland.

Our quotation is based on our standard terms and conditions and the client will be deemed to have read and accepted these terms.

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