

# Conservatory Roof Form

All items viewed from outside

Quote       Order

Direct Trade (Yorkshire) Ltd  
 Unit 3, Sandall Carr Ind Estate, Sandall Carr Road  
 Kirk Sandall, Doncaster, DN3 1QL  
 Tel: 01302 880066 Fax: 01302 887070  
 Orders Email: orders@directtradeltltd.co.uk  
 Quotes Email: quotes@directtradeltltd.co.uk



**PLEASE TICK THE APPROPRIATE BOX TO INDICATE WHETHER THIS IS A QUOTE OR AN ORDER**

Company Name:	Ref:	Quote No:
Invoice Address:	Date Required:	
	Delivery Address:	
Post Code:	Tel No:	
Date of Order:	Post Code:	Mobile No:

**ROOF DESIGN (PLEASE MARK OUTLET POSITION AND STATE IF ANY EXTRA RAINWATER GOODS REQUIRED)**

**All dimensions manufacturing sizes, please deduct soffit etc but include box gutter dimensions.**

Internal Width:       Internal Projection:

Ridge Height       Height Restriction       Roof Pitch

**PLEASE NOTE**

Roof spars will be spaced to give optimum structural performance. If spars are required to line through with frame centres please indicate clearly.

All gable front conservatories manufactured with ring beam & gutter over front frames, unless otherwise stated.  
 Tie bars will be supplied in line with system technical specification.

ROOF DETAIL								
Polycarb	25	35	Clear	Bronze	Opal	Bronze/Opal	Heatguard/Opal	ST Blue
Roof Colour						Smart Poly:	Gold	Silver
Roof Vent: Please indicate position on roof drawing				Pole: Gold	Pole: Chrome	Electric Switch	Electric Auto	
Glass Roof Spec:								
Spacer Colour: Black <input type="checkbox"/> Grey <input type="checkbox"/> White <input type="checkbox"/>								
Notes:								

I confirm that the details entered on this order either by myself or an employee of Direct Trade are correct. I have checked the details & instruct Direct Trade to manufacture to these specifications. I have read & agree to the terms & conditions of sale.

Signed ..... Print ..... Order Taken By.....

DIRECT TRADE (YORKSHIRE) LIMITED COMMERCIAL TERMS AND CONDITIONS OF SALE

The following conditions apply to every Contract entered into by the Company and Order accepted by the Company for Goods and Services.

- 1. DEFINITIONS
1.1 In these Conditions-
"the Company" means Direct Trade Yorkshire Limited Co No 3497488 whose registered office is at Unit 3, Sandall Carr Ind Estate, Sandall Carr Road, Kirk Sandall, Doncaster.
"Conditions" means the Company's standard conditions of sale set out in this document [which supersede any earlier set of conditions appearing in the Company's literature or elsewhere] together with any special conditions specified on the Quotation.
"the Contract" means the Quotation and/or the Order and the Company's acceptance thereof, together with the Conditions.
"the Goods" and/or means the goods, plans, drawings, materials, Services and/or other items and/or services which are the subject of the Contract (including goods or materials which have been affixed to or form part of any building or other structure) and further include any instalment of the Goods or part performance of the Services or any part of them together with any packing or assembly carried out on the Goods.
"the Order" means the written order placed by the Customer with the Company for the provision of the Goods and/or Services (whether based on a Quotation or not).
"the Quotation" means the written quotation or tender submitted by the Company as an invitation to treat.
"the Customer" means the person specified on the Quotation or whose Order is accepted by the Company.
The headings in these Conditions are for convenience only and shall not affect their interpretation.
2. OFFER AND ACCEPTANCE
2.1 The Company shall sell and the Customer shall purchase the Goods and/or Services in accordance with the Contract or any Order which is accepted by the Company in writing (or at the discretion of the Company verbally) subject in either case to the Conditions. No Contract shall come into existence until the Order has been accepted in writing by the Company (or at the discretion of the Company verbally by an [authorised representative] [director] of the Company)
2.2 All Quotations are made and all Orders accepted are subject to the Conditions. The Conditions override any other terms, conditions or warranties which the Customer may seek to impose.
2.3 Acceptance of the Goods and/or Services by or on behalf of the Customer shall be conclusive evidence that the Conditions are accepted by the Customer and that they apply to the Contract. If the Customer does not accept the Conditions or any part of them, he must return the Goods or refuse the Services referred to forthwith.
2.4 No variation or supplement to the Conditions shall be binding on the Company unless expressly accepted by [a director on behalf of] the Company in writing.
2.5 If a Quotation is given it is an estimate only. All descriptive matter, specifications, performance ratings, catalogues, prices, drawings and particulars of weight, finishes, colours and dimensions and other data submitted by the Company (whether in the Quotation or in any brochures, advertisements or price lists) are deemed to be approximate only (except where expressly stated in writing in the Quotation to be exact) and are intended merely to present a general idea of the goods and/or services available from the Company.
2.6 Quotations shall be accepted for acceptance for a maximum period of 21 days from the date of such Quotation, and may be withdrawn by the Company within such time period at any time by e-mail or oral notice.
2.7 If any statement or representation has been made to the Customer by the Company or its servants or agents upon which the Customer relies (other than in the documents enclosed with the Quotation or acknowledgement of Order) then the Customer must set out that statement or representation in a document to be attached to or endorsed on the Order and in any such case the Company may confirm reject or clarify the point and submit a new quotation. In entering into the Contract the Customer acknowledges that he does not rely on and waives any claim for breach of any such representations which are not so confirmed in writing.
2.8 Any typographical, clerical or other error or omission in any sales literature, quotation, price list, acknowledgement of order, invoice or other document issued by the Company shall be subject to correction without any liability on the part of the Company.
2.9 The Customer shall be at liberty to decline any Order and to withdraw from any negotiations without being under any liability whatsoever to the Company.
2.10 Any advice or recommendation given by the Company or its employees or agents to the Customer or its employees or agents as to the storage, application or use of the Goods which is not confirmed in writing by the Company in accordance with Condition 2.7 is followed or acted upon entirely at the Customer's own risk, and accordingly the Company shall not be liable for any such advice or recommendation which is not so confirmed.
2.11 The parties acknowledge that if any third party shall be entitled to enforce any term of this agreement which may confer a benefit on that third party, whether any such entitlement would, but for this provision, arise under the Contracts (Rights of Third Parties) Act 1999 or otherwise.
3. ORDERS AND SPECIFICATIONS
3.1 The Customer shall be responsible for ensuring the accuracy of the terms of the Order and shall give the Company any necessary information to enable the Company to proceed with the Contract. Any failure to do so will entitle the Company to charge the Customer an additional price for any costs incurred by such delay or to terminate the Contract immediately.
3.2 Where a representative of the Company completes an Order form on behalf of the Customer, the Customer shall be solely responsible for ensuring that all information recorded or detailed is correct, accurate and completely consistent with the purchase requirements of the Customer.
3.3 The quantity, quality and description of and any specifications for the Goods and/or Services shall be those set out in the Quotation or the Order (if accepted by the Company).
3.4 The Company reserves the right to make any changes in the specification of the Goods to comply with any applicable safety or statutory requirement or, where the Goods are to be supplied to the Company's specification, which do not materially affect the quality or performance, without notice.
3.5 The Customer shall indemnify the Company and its sub-contractors against all claims, damages, costs, penalties and expenses incurred by the Company or its sub-contractors or to which the Company may become liable if any work done in accordance with the Customer's specifications involves an infringement of a registered design, trademark, patent or other intellectual property right.
3.6 No Contract may be cancelled by the Customer except with the written agreement (signed by a director) of the Company and on the terms that the Customer shall indemnify the Company in full against all loss (including loss of profit), costs (including the cost of all labour and materials used), damages, charges and expenses incurred by the Company as a result of cancellation.
3.7 Any plans, drawings or technical documents or software, or computer based or transmitted information prepared by the Company and submitted to the Customer prior to or subsequent to the formation of the Contract shall remain the property of the Company and shall be returned to the Company on demand. The Customer shall not without the Company's written consent copy, sell, said plans drawings or technical documents or software, or any computer based or transmitted information or any part of them or part possession with them or disclose them or any part of them to others or allow others to use or copy them will the Customer use or allow any third party to use the said plans drawings or technical documents or software or computer based or transmitted information other than in connection with the installation or assembly or use of the Goods or performance of the Services.
3.8 Contracts are conditional upon the Company and its suppliers receiving any necessary licences to purchase import or use the required raw materials or components and upon the Company and its suppliers being able to obtain such raw materials and components.
4. PRICE
4.1 (Subject to the following provisions of this Condition) the price for each delivery of the Goods and performance of the Services shall be the Company's current list price ruling at the time of delivery except where specifically detailed otherwise in the Company's Quotation or acknowledgement of the Order. Until the Contract has become binding on the Company all specifications and prices are subject to change without prior notice.
4.2 All prices are exclusive of value added tax and similar taxes, levies, or duties, which the Customer shall be additionally liable to pay to the Company.
4.3 The Customer reserves the right, at any time before delivery, to increase the price of the Goods and/or Services to reflect any increase in the cost to the Company in executing the Contract due to any factor beyond the control of the Company, such as, without limitation, any increase in cost of labour, raw materials, overheads, transport or currency, any change in delivery dates, collection dates, delivery locations, quantities, or specifications for the Goods and/or Services arising as a result of any error or omission by or changes required by the Customer, or any delay or interruption on the Contract not attributable to the Company,
4.3.1 any costs to the Company resulting from delay by the Customer in giving to the Company information sufficient to enable it to supply the Goods or provide the Services,
4.3.2 any extra costs of the Company resulting from the Goods being carried, at the request of the Customer, by air or modes of transport more expensive that the Company's normal form of transport.
4.4 The Customer shall not instruct the employees of the Company or its sub-contractors to carry out any alterations or additions to Goods or their specification and/or Services without the consent [of a director on behalf] of the Company in writing, and such alterations or additions shall be the subject to an extra charge on terms to be agreed and confirmed by the Company in writing.
4.5 The price shall [exclude] [include] installation, assembly, packaging, insurance delivery and transport charges, [which the Customer shall be liable to pay in addition to the price].
5. TERMS OF PAYMENT
5.1 (Subject to the following provisions of this Condition) unless otherwise agreed in writing, the price will be due and payable and the Company shall be entitled to invoice the Customer for the price of the Goods and/or Services on or at any time after [the date on which the Goods have been notified by the Company to the Customer as being ready for collection or dispatch] (in the case of sales ex-works) whether notification has been made verbally or in writing or the electronic means or] delivery of the Goods or performance of the Services, unless the Customer fails or refuses to take delivery of the Goods, in which event the Company shall be entitled to invoice the Customer for the price at any time after the Customer has been notified that the Goods are ready for collection, or the Company has tendered delivery of the Goods.
5.2 The Company reserves the right at its option to require either payment in part or in full for the Goods and/or Services or the provision of such security or guarantees from the Customer before commencing the delivery of the Goods and/or Services prior to commencing work under the Contract and reserves the right to withhold manufacture or delivery of the Goods or performance of the Services until such payment is received or security or guarantee executed.
5.3 (Subject to Condition 5.2) unless otherwise agreed by the Company [in the Quotation] the terms of payment shall be [ net cash against invoice] [21 days from the date of invoice] notwithstanding that delivery may not have taken place and the property in the Goods has not passed to the Customer. Receipts for payment will only be issued on request.
5.4 The time of payment of the price shall be of the essence of the Contract.
5.5 Where the Goods are delivered by instalments the Company may invoice each instalment separately and the Customer shall pay such invoices in accordance with the Conditions.
5.6 No right of set-off shall exist in respect of any claims by the Customer against the Company unless and until such claims are accepted in full by [a director on behalf] of the Company in writing and the Customer shall not withhold all or any part of any sum which has become due for payment under the Contract.
5.7 If the Customer fails to make any payment due to the Company (whether under the Contract or otherwise) on the due date then, without prejudice to any other right or remedy available to the Company, the Company shall be entitled to:
5.7.1 cancel the Contract so far as any Goods remain to be delivered or Services performed under it or suspend any further delivery of the Goods or performance of any Service; and
5.7.2 charge the Customer interest at the rate equivalent to that set for the purposes of the Late Payment of Commercial Debts (Interest) Act 1998:
5.7.2.1 calculated on a daily basis from the date of the Company's invoice until payment;
5.7.2.2 compounded on the first day of each calendar month and;
5.7.2.3 before and after any judgement (unless the Court orders otherwise);
5.7.3 appropriate any payment made by the Customer to such of the Goods and/or Services (or the goods supplied under any other contract between the Company and the Customer) as the Company may think fit (notwithstanding any purported appropriation by the Customer).
6. DELIVERY
6.1 Delivery shall mean delivery of the Goods to the Customer at the [Customer's] Company's premises or delivery of the Goods to a carrier nominated by the Customer. In the absence of specific instructions, the Company may nominate a carrier.
6.2 The Customer shall bear all transport, storage, insurance and forwarding costs.
6.3 [Where the Company has agreed in writing to supply the Goods delivered to premises other than the Company's] All goods must be inspected by the Customer on delivery and any non-delivery, shortages in delivery or damage to or breakages of the Goods must be notified to the carrier concerned at the time of delivery and notified to the Company within 2 working days of the invoice date with a complete claim in writing. Failure to do so shall preclude the Customer from any rights or remedies against the Company whatsoever. If the Company fails to deliver the Goods for any reason other than any cause beyond the Company's reasonable control or the Customer's fault, and the Company is accordingly liable to the Customer, the Company's liability shall be limited to the excess (if any) of the cost to the Customer (in the cheapest available market) of similar goods to replace those not delivered over the price of the Goods.
6.4 The Customer is required to acknowledge receipt of all Goods by signing the delivery note supplied by the Company or its agents. The delivery note must then be returned to the Company. Signature of the Company's delivery note by any employee, representative or agent of the Customer shall be conclusive proof of delivery and condition of the Goods.
6.5 If the Customer shall fail to accept delivery of the Goods as and when proffered by the Company then the Company shall be deemed to have tendered and the Customer to have refused delivery at that date.
6.6 If the Customer fails or refuses to take delivery of the Goods on the due date or fails to give the Company adequate instructions for delivery at the time stated then he shall be liable to the Company for any loss or costs arising from such failure or refusal and for a reasonable charge by the Company for the care custody storage and insurance of the goods until such time as the Customer takes delivery of the Goods or the best price readily obtainable (after deducting all reasonable storage and selling expenses) charge the Customer for any shortfall below the Contract price. This provision shall be in addition to and not in substitution of any other payment or damages for which the Customer may become liable in respect of his failure to take delivery at the appropriate time.
6.7 Any dates quoted for delivery of the Goods or performance of the Services are approximate only and the Company shall not be liable for any delay in despatch or delivery or performance or any loss or damage thereby arising. Quotations for Goods to be supplied from stock are made subject to such Goods being in stock and available on acceptance of Order. Time of delivery shall not be the essence, and the Customer shall not be able to cancel the Contract, refuse delivery of the Goods or withhold payment on account of any delay however caused.
6.8 The Customer shall be responsible at his own expense and risk for the unloading of the Goods. Where Goods are taken to a location and not unloaded, due to the absence of sufficient labour to off-load, then the Customer shall be responsible for redelivery charges together with those others as outlined above.
6.9 The Company reserves the right to deliver the Goods in instalments and each such instalment shall constitute a separate Contract. Failure by the Company to deliver any one or more of the instalments shall not entitle the Customer to treat the Contract as a whole as repudiated or breached.
7. RISK
7.1 The risk of damage to or loss of the Goods shall pass to the Customer:
7.1.1 in the case of Goods delivered to the Customer's premises, at the time that the Company notifies the Customer (whether verbally, in writing or by electronic means) that the Goods are available for collection; or
7.1.2 in the case of Goods to be delivered elsewhere than at the Company's premises, at the time of delivery, or, if the Customer (whenever) refuses or fails to take delivery of the Goods, the time when the Company has tendered delivery of the Goods.
7.2 Any claim by the Customer which is based on the quality or condition of the Goods or their failure to correspond with the Contract shall (whether or not delivery is refused by the Customer) be notified to the Company in the manner referred to in condition 6.3 or (where the defect was not apparent on reasonable inspection) within 5 working days after discovery of the defect to correspond with the Contract. If delivery is not refused, and the Company is not so notified, the Company shall not be entitled to reject the Goods and the Company shall have no liability for such defect or failure, and the Customer shall be bound to pay the price as if the Goods had been delivered in accordance with the Contract. Time of notification shall be of the essence.
7.3 Unless the Condition in clause 7.2 is strictly observed, the Company shall be under no liability whatsoever in respect of any loss or damage in transit (or non-delivery) of the whole or any part of the Goods.
8. TITLE
8.1 Title in the Goods or any part of them or in any goods of the Company (whether delivered under the Contract or otherwise) shall not pass to the Customer until the Customer shall have paid in full all monies owing under the Contract and any other contract between the Company and the Customer. The Customer shall keep the Goods properly stored and protected and separate from its own goods and those of third parties in such a way that the Goods can be clearly recognised and identified as the property of the Company.