

## **TERMS AND CONDITIONS**

### **1) Parties**

This agreement is made between NIDDAL WINDOWS LTD and the Purchaser(s) named in the contract, and may not be assigned without our prior written consent.

### **2) Descriptions, Illustrations, Prices and Product Information**

Although we have taken care to describe and show typical as accurately as possible any illustrations on the quotation, survey report or on our website are for guidance and information only. If there is anything which you do not understand please contact our office on 01423 866588. All prices expressed are inclusive of any VAT payable unless otherwise stated.

### **3) Notice of the 'Right to Cancel' Seven Day Cooling Off Period**

If you wish to cancel this contract you must do so IN WRITING within 7 days from the contract date and deliver it personally or send it (for example by electronic mail) to our offices, however if you cancel your order after the 7 days we will charge a £75 admin fee and you will be responsible for any costs that we have already incurred in producing bespoke products suitable only for your home which cannot be then sold to others.

### **4) Availability**

We try ensure that we can always provide products from our full range. If, for any reason beyond our reasonable control, we are unable to supply a particular item and you choose to continue with the remainder of the order we will not be liable to you except to ensure that you are not charged for that item.

### **5) Detailed Survey**

A final detailed survey will take place prior to the products being manufactured. The main purpose of our surveyor's inspection is to confirm the details and take final measurements. The inspection will be confined to those areas which directly relate to the installation and we will not undertake or be responsible for a general survey of the premises/property and we will not be responsible for remedying any defect that existed before the installation or for any damage arising from such a defect. An order agreement is conditional upon a satisfactory survey prior to manufacture. If, in the opinion our surveyor or technical staff, the work cannot be satisfactorily or safely carried out due to pricing omissions, access, ground conditions or building works above and beyond our scope, we will write to you with a full explanation. If no satisfactory resolution can be agreed upon then you, or we, may cancel this agreement.

### **6) Variations**

- a) Any variation of this agreement must be agreed by both parties and for clarity should be confirmed in writing/email.
- b) The price will be affected by any material changes that you request or which are agreed following the detailed survey.
- c) We may make minor technical changes to the specification of your products, these will not be to the detriment of their function or appearance and will not affect the price.

### **7) Delivery**

We will endeavour to carry out your installation within a reasonable delivery period. However, any given delivery period is only an estimate and may be affected by factors both inside and outside of our control.

- a) The estimated delivery period will run from the date of the order confirmation / contract or from the date of the subsequent variation or receipt of third-party approval.
- b) We will contact you prior to the end of the estimated delivery period to arrange an installation date and timescale. If you have to cancel the agreed date we will allow a reasonable period to re-arrange the installation. If within six weeks of the original installation date you are still unable to accept installation 80% of the purchase price is payable. Installation will then follow as soon as reasonably practicable by agreement between us.
- c) Neither you, nor we, are liable for any delay in the completion of the work, which arises from causes beyond our control, (including but not limited to, fire, flooding, civil disturbance, strike action by others, criminal damage or acts of war).

### **8) Additional Work**

- a) We will not undertake to move fixtures, fittings or re-site services such as pipes, cables, radiators or burglar alarms.
- b) We do not undertake to refit aerial cables, telephone wires and doorbells.
- c) We will make good internally and externally, but we cannot be responsible for any non-matching due to the weathering or ageing of existing finishes such as bricks, pebble dashing or rendering. We will make good to a re-decoration standard, but will not be responsible for any redecoration or re-tiling.
- d) We cannot guarantee that wallpaper, tiles, woodwork or plaster immediately adjacent to the existing frames will not be damaged when the frames are removed.
- e) We cannot guarantee that any existing frames when removed will be intact for use elsewhere.
- f) All existing frames or scrap materials will be removed and disposed of by us and recycled where possible unless you specifically ask us to do otherwise prior to commencement of installation.

### **9) Payments**

NIDDAL WINDOWS LTD accepts payment by cash, cheques, BACS (our bank details are on your invoice) and debit cards. Please note that we implement a 2.5% charge for credit cards.

- a) You agree to pay in full upon satisfactory installation of the products on receipt of our invoice.
- b) If you withhold more money than the value of any outstanding work, or delay payment of our invoice or any stage payments that are due, we will apply interest to the outstanding balance at 5% above Barclays Bank base rate, accrued on a daily basis.
- c) We may ask for stage payments on conservatory projects.

### **10) VAT**

VAT is payable by you at the appropriate legislative rate.

### **11) Warranty / Guarantee**

In addition to your statutory rights, your products and installation are guaranteed for 10-years from the date of installation in respect of any fault that appears as a result of defective material or workmanship, save for building and electrical works, which carry a 12-month guarantee period. We also provide an additional insurance-backed guarantee, details are available on request.

### **12) The Guarantee Does Not Cover**

- a) Minor imperfections in the glass outside the scope of the Glass & Glazing Federation (GGF's) visual quality standard.
- b) Damage or faults due to accident, misuse or neglect by you or by the use of improper cleaning materials.
- c) Re-positioning or repair of any product by you or by persons other than our personnel.
- d) Condensation.
- e) Atmospheric / environmental deterioration or damage of exterior finishes and hardware.
- f) The colour fastness of proprietary guttering and downpipes.
- g) If you sell the property you may ask us to re-assign the un-expired portion of the warranty to the new owner. Such requests should be made prior to the sale and we may ask to inspect the installation before agreeing to re-assignment to ensure that it has not been neglected or misused and may charge a re-assignment fee and inspection fee currently (06/14) £15.00 and £75.00 respectively plus VAT.
- h) If repairs are necessary for the faults arising from neglect or misuse then these would have to be carried out at your cost before re-assignment could take place.
- i) If the warranty is re-assigned then the new owner will have the remaining period of the warranty regarding materials and workmanship.

### **13) Complaints Procedure**

If you are dissatisfied in any way please let the person directly involved know and they will endeavour to resolve the problem immediately. If it is not appropriate for that member of staff to deal with the complaint please contact our admin team and they will activate the following procedure.

Stage 1) On receipt of your complaint the matter raised will be promptly acknowledged and logged on your file. Our admin team will then allocate the most appropriate person / department to address the issue and advise you accordingly.

Stage 2) The person or department allocated to deal with your complaint will carry out a thorough investigation.

Stage 3) Once the investigation is complete the relevant person / department will inform you of the action being taken and maintain contact with you. We would always aim to resolve any issue within 8 weeks.

Stage 4) Once resolved the action taken and outcome will be logged on your file for future reference.

### **14) Law**

Nothing in these Terms and Conditions reduces your statutory rights.