

AGREEMENT

1. Statutory Rights

The terms and conditions of this agreement are designed to ensure the completion to the satisfaction of the customer of the contract or the contracts contained in or referred to in the Order (Order) attached hereto. The said terms or conditions shall not effect the statutory or common law rights of the customer.

2. Parties

This agreement is between the company and the customer and shall be binding upon the parties. This agreement shall only apply to the contracts or Orders relating to the supply and installations of goods.

3. Definitions

- A. The company shall be the company or firm who shall receive the Order for supply and installation of the goods.
- B. The 'premises' shall mean the property at which the installation is to take place.
- C. The 'customer' shall be the person or persons placing the Order with the company.

4. Premises

The purpose of the surveyor's inspection is to ascertain the feasibility of the installation referred to in the Order. This is not a general survey of the premises and inspection will be confined to those areas of the premises which directly relate to the proposed installation. Defects or damage existing before the installation or any damage arising thereafter to the premises are not the responsibility of the company unless directly attributable to the work done.

5. Delivery

- A. If the work is not substantially completed within the estimated delivery period stated in the Order, the customer may serve written notice on the company requiring the company complete the work within such reasonable period as the customer may specify. (In general the company would accept six weeks as being reasonable). However, should the customer cause a delay in completing the installation then the company will have the same rights specified as above.
- B. The company will commence and complete the works as soon as is reasonably practicable unless prevented from doing so for reasons beyond it's control.
- C. Upon receipt of notice that the goods are ready for installation by the company the customer shall allow access to the premises as soon as the company shall reasonably require.

6. Additional Works

- A. The company does not undertake to move services, fixtures or fittings which are ancillary to the basic structure of the property e.g. radiators, pipes and electricity, telephone or television cables unless specifically stated in the Order.
- B. The company will endeavour to ensure that the works match existing finishes but will not be liable for non-matching due to weathering of existing materials and cannot guarantee the matching of external specialist finishes such as pebble-dashing or similar material. When variations occur in existing plaster lines the company cannot guarantee the equal subframe will be visible all round, but will do its best to ensure a high standard is achieved.
- C. The company will make good any damage caused in the course of installation to plaster rendering, brickwork immediately surrounding any window or door installed, but the company cannot guarantee the avoidance of superficial damage to surrounding wallpaper, paintwork and ceramic tiles in the same area. The making good of such damage is the responsibility of the customer providing there is no negligence by the company.
- D. The company cannot guarantee to remove intact any existing glass, frames or secondary double glazing units or guarantee to remove or replace existing secondary double glazing units without damage.
- F. All materials removed during the course of the installation will be cleared from site and cannot be retrieved thereafter. If any materials are required to be detained (see Clause D. above) this must clearly be stated in the Order and will be the responsibility of the customer to arrange such operations.

7. Payments

- A. The company's personnel are authorised to collect cash, cheque or Home Improvement Loan documents in favour of the company on production of a receipted invoice. The customer's failure to pay the balance on satisfactory completion will constitute a breach of this agreement.
- B. VAT will be payable by the purchaser at the appropriate rate, i.e. that in force at the time the invoice for the works is raised.
- C. Glass brand names quoted for may be changed when necessary and an equivalent glass both in terms of quality, cost and pattern may be used.

8. Illustrations

Any illustrations in the company's catalogues, brochures or similar written material are for the customer's guidance only and will not be to scale.

9. Survey

- A. This agreement is conditional upon the approval of the company's surveyor to the work specified in the Order. Pursuant to the granting or refusal of such approval the customer will allow the Surveyor to inspect the premises within 14 days of the date of the Order, or within such longer period as shall be agreed between the parties.
- B. The company reserve the right to make such modifications to the work as the surveyor considers appropriate subject to such modifications being detailed in writing to the customer (see section 12).
- C. The surveyor shall not grant his approval or the customer does not accept the modifications referred to in Sub-paragraph (B) hereof, the contract will be treated as terminated immediately, and any deposit paid by the customer refunded. In the event that the surveyor shall not grant his approval the company, if requested by the customer, shall provide within 14 days an explanation of the surveyors findings.

10. Guarantee

The company undertake to replace, free of charge, any defective PVCu/Aluminium windows, doors and their component parts, including sealed units, for the period in the guarantee from the date of the works upon receipt of payment in full, provided that written notice of the defect is given within 28 days of the customer becoming aware of the defect is given within 28 days of the customer becoming aware of the defect. Removal and/or repositioning of the installation by any persons other than the company personnel will invalidate the guarantee. This shall not affect the common law rights of the customer as referred to Condition 1.

Guarantee covers:

- A. 10 years on the construction of doors and frames.
- B. 5 years on double glazed units
- C. 1 year on locking mechanisms and moving parts.

Glass Faults:

Any fault withing the glass pane or glazed unit which is not visible in normal transmission , in other words without having to look at the glass from unusual angles or which show up in sunlight are deemed to be acceptable when viewed from a distance of a minimum of 3 metres, this conforms to British Standards

11. Insolvency Protection

The customer, on completion of the installation and of the necessary documentation, will have and Insurance Application made on his or her behalf by the company.

12. Validation of Contract

- A. It is the company's intention that the terms will form the whole of the agreement between the two parties. The customer is advised to put any changes in writing.
- B. The customer is advised to satisfy themselves that the contract, with any additions or changes, entirely meets their requirements.

13. Complaints

- A. In the interest of efficiency when dealing with any query, written notice of such query must be given to the company.
- B. Unless the has reasonable justification in refusing entry, the customer shall grant the company all reasonable facility to remedy any complaint for which it may be liable.
- C. In the event of a dispute between the customer and the company, an Arbitration Service will be available to either party on request.

14. Customer Responsibility

The Customer is responsible for:

- A. Obtaining any necessary planning, legal or other permissions prior to the installation.
- B. Where necessary the removal or re-siting prior to installation of any pipe and cables and also to make any necessary arrangements with regulatory authorities.
- C. Giving access to all mains services if required for the purpose of fulfilling the order and obtaining any permission so that the company's workmen may gain access to adjoining properties for the purpose of carrying out the work.
- D. The cost of any additional work rendered necessary to complete the installation as a result of the failure of the customer or the customers sub-contractor to comply with the company surveyors specifications. In the case where a base is installed by the customer or the customer's sub-contractors and where it has been constructed inadequately or incorrectly the company will not be held responsible for any subsequent loss or damage attributable to the defects with the base.
- E. Damage to the works carried out or goods installed that is occasioned by the Customer or the customer's own sub contractors carrying out any building or other works.
- F. Redecoration after installation.
- G. Any necessary alterations to pelmets, blinds or curtains, tracks, poles or shutters. Please note: we do not re-fit curtains or tracks.

15. Condensation

The company's double glazing units are designed primarily to reduce heat loss which ordinarily occurs through single glazing. The presence of condensation upon the environment within the dwelling. The company gives no warranty concerning the incidences, prevention or elimination of condensation following the installation of its products.

16. Samples

Samples are intended to demonstrate the working of typical items and the materials used. The goods which are the subject of the Order will be manufactured in the manner and of such quality as the company shall consider most suitable.

The Company may be able to offer a variety of Systems to the customer and the onus will be upon the company to demonstrate to and to decide with the customer which system will be used. Subject to agreed variations all installations will conform to any samples shown to the customer.

17. Installations

Manufacture and subsequent installation will be carried not in accordance with specifications laid down in the fabrication manual issued by the Systems suppliers, and installed in accordance with the Federation's code of practise (a copy of which can be obtained from the company or from the federation), and in accordance with any requirements from the Local Planning Authority.

18. Cancellation by Customer (Cooling Off Period)

- A. The customer may cancel the Order without penalty during the cooling off period which shall run for seven days from midnight on the day on which the Order was signed by the customer (not including Sundays or Bank Holidays).
- B. Any cancellation must be given by written notice by either party.