

TERMS AND CONDITIONS

1. Company agrees to supply and install the goods as set out in the first part of Agreement overleaf.
2. (A) No variation of the Clauses of the Agreement shall be accepted by the Company unless such variation is signed by a Director of the Company.
3. (B) No omission by the Company whether by way of indulgence or otherwise or failure to enforce or delay in enforcing the Company's rights shall be construed. The Company will complete the Contract and effect the installation of the goods as soon as possible. However the Company cannot be held responsible for any loss or damage caused by delays in manufacture or delivery of goods because of circumstances beyond the Company's control. Provided that if the Company has not notified the Customer that the goods are ready for installation within 26 weeks of this Contract then the Customer will be entitled to terminate this contract without any penalty and the Company will return the Customer any deposit paid.
4. Aluminium Replacement Windows and UPVC Windows are manufactured to British Standards. The Company will use only good quality float glass having a minimum thickness of 4mm. All Aluminium used on Replacement Windows, Residential Doors or Patio Doors will be extended to He9 TF-B.S. 1474: 1972 Satin anodised to A.A.25 microns B.S. 1615:1972.
- (A) SAFETY GLASS
Under current legislation it is necessary in certain circumstances to install safety glass. The Company will at its discretion use safety of either laminated or toughened finish to comply with B.S. 6262.
5. The Company does not warrant that the installation of double glazing or replacement windows will eliminate condensation problems and the Company cannot accept responsibility of prevention of condensation.
6. The Company undertakes to use its best endeavours provide the service and all the goods stated overleaf. In the event of services or goods being defective by reason of and defect in quality of the goods or workmanship, the Company will,
 - (A) Use its best endeavours to secure the benefit of any guarantee given to it by the Manufacturer on any materials used by them in supplying the said services and/or the manufacturer of the goods supplied.
 - (B) The Company will either repair or replace any defective part at its own expense provided that notice of such defect shall be given to the Company in writing within 10 years of completion of the installation.
 - (C) The Guarantee does not cover glass breakage occurring after installation.
 - (D) Due to the difficult nature of both the extrusion and anodising of aluminium and the float process of manufacturing glass certain faults and colour variation are inherent in these production methods. No liability is accepted by the Company under the warranty for any defect in Goods arising from imperfections in materials outside the quality standards laid down by the Company's suppliers of aluminium and glass. (Details of such standards will be supplied to the Customer on request).
 - (E) Locks which are supplied are guaranteed by the lock manufacturers, for the period of one year only. Stained glass guaranteed for a period of one year by the paint manufacturers.
 - (F) Windows and doors fitted by the Company will be guaranteed the following, UPVC Windows 10 years, Sealed Units 5 years and Hinges 1 year.
7. Payments of the total price (less any deposit paid) shall be made by the Customer to the Company (or its representative) immediately upon installation. Where the Company has informed the Customer of the facilities provided by a Finance Company in relation to personal loans, all signed and completed documents relating to the agreement or loan must be handed to the installer upon satisfactory installation.
8. It is hereby agreed and declared that this agreement is neither a hire purchase agreement nor a credit sale agreement.
9. The installation of replacement windows patio and residential doors into the Customer's premises shall be subject to the Company's Surveyor's approval. In the event of the Company terminating this agreement after receiving its surveyor's report the Customer's deposit shall be refunded in full without any further obligation on the part of the Company. The Company has a network of recommended fitters.
10. The Company hereby agrees with the Customer that, where the Customer has indicated his intentions at time of signing this contract to apply to a Finance House recommended by the Company for a personal loan Company will use its best endeavours to obtain such a loan, and in the event of such a loan being refused by all Finance Houses to whom the Company has made approaches on behalf of the Customer, this agreement shall be null and void and all deposits paid by the Customer shall be refused in full without any further obligations on the part of the Company or Customer.
11. (A) The Customer shall be entitled to cancel this Contract without penalty provided that the Company receives by Recorded Delivery a written letter notice cancelling the Contract within 14 days of the date hereof. If the Customer purports to cancel this Contract after the period of 14 days from the date hereof but before survey, then the Customer agrees to pay the Company any expenses reasonably incurred (including any sales costs which may exceed 15% of the Contract price) by the Company and will do so immediately upon presentation of the Company's invoice.
- (B) All items specified on this contract will be manufactured immediately after our Company Surveyor has carried out the detailed survey report, therefore this contract is not cancellable after survey.
12. The maintenance of the timber sub-frame shall be the responsibility of the Customer after completion of the installation. Secondary windows are installed onto the existing timber frames unless yes is entered on the Schedule overleaf.
13. The Company will not be responsible for removal of replacement of curtains, pelmets, Venetian blinds, ornaments and articles of furniture on or adjacent to the window areas.
- (A) Although every care will be taken with the internal decorations of the installation property, the Company will not be held responsible for any damage howsoever caused to those decorations during the installation.
14. All cheques of money orders shall be made payable to the Company.
15. Nothing herein contained shall be deemed to limit or restrict the statutory or common law rights of the Customer.
16. The property in the goods specified in the first part of this agreement shall not pass to the Customer until the whole of the purchase price has been received by the Company.
17. The Company in keeping with its progressive policy reserves the right to alter design and/or specification without prior notice. Likewise legislation may effect the terms and conditions contained therein. Those changes will be subject to current terms and conditions, copies of which are available on written request.
18. Windows and doors supplied only and installed by the Customer are guaranteed for 1 year only.