

WINDOWS AND DOORS TERMS & CONDITIONS

1. All Terms of the Contract between the Company and the Customer are contained in this document. No representative is made by the Company save as appears herein. No variation or addition to the work specified overleaf shall have effect unless agreed in writing over the signature of a duly authorised officer of the company.
2. The amount due from all work shall be payable 15% on deposit for supply and fit and 50% for supply only and the balance on completion/collecton unless prior arrangements have been agreed on the placing of the order. Cheques or money orders should be made payable to the Company and not to individuals. In the event of a Delivery Only contract the purchaser agrees to accept responsibility for all materials upon receipt.
3. The deposit is taken as an insurance against the order and is not refundable. The Company reserves the right to cancel or refuse acceptance of any order at any time by refunding some or all monies paid, depending on the expenses incurred.
4. If, because of survey, and unforeseeable difficulties, there is a variation in the cost this will be notified to the Customer immediately. If this results in an increase which exceeds 5% of the total contract value, the customer has the right of cancellation within 7 days from the date of notification. If the variation reduces the contract value the balance outstanding will be reduced accordingly.
5. The Purchaser agrees to provide free of charge to The Company free lighting and use of power or telephone for work related use of the job in hand.
6.
 - (i) **Installations.** The Company offer the manufacturer's 10 year guarantee on white PVC-U and Aluminium frames only. A 5 year manufacturer's guarantee applies for PVC-U coloured or woodgrain effect frames, hardwood frames only, PVC fascia & soffit. The Company offer the sealed glass units manufacturer's guarantee of 5 years. All other accessories carry the relevant manufacturer's guarantee with a minimum of 1 years guarantee. All Labour and building work is guaranteed for 1 year. All subject to fair wear and tear and Company management discretion. Any repair work carried out or replacement units supplied within the guarantee period will also be covered by the company's undertaking, but only for the outstanding period of the original guarantee.
 - (ii) **Trade Supply Only.** The Company offer the manufacturer's 5 year guarantee on PVC-U and Aluminium frames only. A 2 year manufacturer's guarantee applies for hardwood frames only, PVC fascia & soffit. All other accessories, including sealed units, carry a 1 year guarantee. All subject to fair wear and tear and Company management discretion.
 - (iii) **The Company Accepts No Liability in Respects of the Following -**
 - (a) damage due to accident, storm, flood, neglect, misuse, faults or premature deterioration which results from purchasers failure to comply with the Company's maintenance instructions.
 - (b) the failure of the installation to reduce or eliminate condensation.
 - (c) discolouration of acrylic or polycarbonate translucent roofing material due to biological or atmospheric conditions.
 - (d) damage resulting from subsidence due to soil shrinkage, underground or mine workings.
 - (e) patios, paving, paths, retaining or decorative walls, steps or balustrades installed by the Company which are covered under the terms of the Company's warranty for a period of ONE YEAR only.
 - (f) minor defects to plaster work and brickwork due to settlement.
 - (g) damage to the unit attributable to the failure of foundations of structure where these have not been constructed by the Company.
 - (h) discolouration or frost damage to brickwork.
 - (i) electrical items supplied or installed by the Company are covered by the terms of the Company's warranty for a period of ONE YEAR only.
 - (j) radiators and associated plumbing works supplied or installed by the Company are covered under the terms of the Company's warranty for ONE YEAR only.
7. Glass. All glass used shall be of good quality but the Company shall be under no liability whatsoever in respect of minor blemishes and imperfections not guaranteed by the glass manufacturers, nor will it replace any glass cracked or broken after completion of the Agreement. Safety Glass is specifically liable to inherent imperfections arising from the manufacturing process.
8. The Company cannot be held responsible for the occasional appearance of coloured bands within sealed units, known as BREWSTER'S FRINGE. This optical phenomenon is caused by the refraction of light from two parallel surfaces of sealed units which does not affect the performance and is only visible in certain lighting conditions.
9. The Company will in its absolute discretion carry out such work as it considers proper to reduce condensation, but without warranty that such condensation (if any) will be reduced. In no way will the Company guarantee by itself or its representatives that condensation can be eliminated or reduced. Condensation is a natural phenomena caused by degrees of humidity temperature and ventilation.
10. Timber is a product of nature and although every effort will be made to ensure that the timber used is the most suitable available, the Company shall not be liable for any damage resulting from any movement within the timber.
11. Unless a firm fitting date has been agreed in advance the Company will contact the Customer within a few days of the order being ready to fit. The Company shall not be legally liable for the loss or damage due to delay in installation for any causes beyond the Company's control. Whilst every effort will be made to deliver within the Company's quoted delivery period, delivery is not the essence of the contract.
12. In the event of the Company not being able to complete the total order, due to breakages in transit or any other similar reason, the Company reserves the right to invoice for payment for work completed to date and invoice the balance on completion.
13. The Company will make good any damage caused in the course of installation to plaster, floor, rendering or brickwork immediately surrounding any window or door installed. Subject as aforesaid, the Company accepts no responsibility for any damage resulting from structural defects in the property at which the installation is carried out. The Company will endeavour to match existing exterior finishes but cannot be held responsible for non-matching through weathering to existing materials. Without prejudice to the limitations of this paragraph, any claim by the Customer for compensation for damage done by the Company (whether under this paragraph or otherwise) must be made in writing to the Company within SEVEN DAYS of the damage occurring in default of which the Company will accept no liability therefore.
14. The estimate does not include the cost of decoration of walls, etc., where it has been necessary to remove brickwork as part of the job.
15. The Company will remove from site all old frames and materials unless the Customer instructs the Company to the contrary before the day of installation. However, should the Customer wish to retain the old glass and frames the Company cannot guarantee to remove single glass or frames without damage.
16. Any concession, latitude or waiver allowed by the Company at any time shall be without prejudice to their strict and full rights under this contract, and shall not prevent the Company subsequently exercising such rights.
17. The purchaser shall not be entitled to withhold payment by reason of any alleged minor defect. The Company will investigate any alleged defect after payment in full of the balance has been made. Payment is due upon completion of work. Overdue accounts will be subject to interest calculated on the current base lending rates of the clearing banks, plus 5% increments per month overdue, charged from the due date of the actual payment, i.e., invoice date.
18. Under its policy of continued improvements to products or in obtaining bought-out parts, the Company reserves the right to alter the specification of its products at any time without notice. In consequence any samples or demonstration models are intended to show a typical example of the Company's products and material used with the result that the products supplied may vary in detail from those included in the demonstration model or samples without a reduction in quality or specification.
19.
 - (i) The Company shall be entitled to sub-contract any of the works or ancillary operations without affecting its obligation to secure completion of the Works on the terms of this agreement.
 - (ii) Any reference in these conditions to 'the Company' or its employees shall include reference to agents or sub-contractors authorised by the Company.
20. If the work is not completed within the delivery period stated in the contract, the Customer may serve notice on the Company in writing requiring that the work be completed within such reasonable period as the Customer may specify (in general the Company would accept six weeks as being reasonable). If the work is not completed within such extended period the Customer may cancel the uncompleted work covered by the contract without penalty to himself by the service of a written notice to that effect on the Company notwithstanding the foregoing the Company shall not be liable for any delay in the completion of the work which arises from causes beyond the reasonable control of the Company and in the event that time has been made the essence of the contract time shall not run during any period when delay on that account is operating.
21. The Company will indicate the prevailing rate of VAT on the order. If Government instituted changes occur, the rate of the date of invoice will pertain.
22. The Company's products and materials used to fix the products remain the property of the Company until the full payment has been made by the Customer. The guarantee comes into effect immediately the installation has been completed and the final balance money paid.
23. During construction, a certain amount of superficial damage and dust to the surrounding area is unavoidable but the Company will endeavour to keep this to a minimum. It will be the customers responsibility to protect or remove any expensive or electrical items from the installation area.
24. The guarantee of the Company will not apply to damage resulting from the failure of the customer to follow reasonable maintenance instructions issued by the Company or in the case of 'supply only' the installation has not been carried out to our detailed installation guide.
25. **Maintenance Recommendations**

Patio Doors - Locks and roller mechanism to be lubricated at reasonable intervals. Make sure that the lock catch is in the open position when closing. Ensure that the track is cleaned out regularly and particular attention should be paid to the removal of particles of damaging grit. The nozzle attachment on your vacuum cleaner is ideal for this purpose.

Windows - Lubricate handles, butt hinges and friction stay mechanism at reasonable intervals.

Residential Doors - Lubricate locks and hinges. Ensure that drain holes are kept clear. To ensure a draught free door keep it in the locked position.

Cleaning - Aluminium and PVC-U frame surfaces should be washed with a mild detergent when glass is cleaned. Harsh abrasives or strong acid or alkaline cleaners must not be used.

Lubrication - We recommend the use of WD40 which is effective and economical. Always fit the fine tube to the aerosol spray as it will allow easy access in penetrating such parts as the Patio Door Roller mechanism. NEVER ALLOW WD40 TO COME IN CONTACT WITH THE RUBBER OR NEOPRENE GASKETS.

Hardwood - After assembly it is important that you lacquer everything (using 2 coats) i.e. rebates, beads, bottom inset panels, rafters, doors, vents. Sand between the 2 coats using 400 grit paper. Thereafter re-coat every 2 years.
26. If the agreement was not negotiated at the premises of the Company the Customer shall have the right until the expiry of the seventh day after the date of the Agreement to give notice in writing to the Company at its Head Office Address cancelling the Agreement and requiring the return in full of any deposit paid by him.