

TERMS AND CONDITIONS

1. All terms of the Agreement between the Customer and the Company are contained in this document. No variation of or addition to the work specified in the schedule(s) of work, or to the agreement, shall have effect unless agreed in writing under the signature of a representative of the Company.
2. The Customer shall grant the Company's employees access to the premises, without charge to the Company, at reasonable times for the purpose of taking measurements and of carrying out the work specified, or any subsequent work.
3. The net balance payable under the agreement shall be paid upon completion, and shall be by way of cash, cheque or BACS payment into the Company's registered bank account held with the National Westminster Bank Plc account number 66611083 Sort Code 55-61-08. The Installation personnel are authorised to collect such payment but the Company reserves the right to impose a collection charge of 1.5% PLUS BOE BASE RATE per month on any outstanding balances and any costs incurred in the recovery.
4. If after 6 weeks from the date upon which the Company shall advise the Customer that the installation can commence the Customer has not permitted the work to be carried out, then the Customer shall pay to the Company a proportion of the outstanding balance to bring the total paid to 75% of the order value. The remaining balance to be paid as stated in the preceding condition.
5. It is not claimed, and no Guarantee or Warranty is given, nor do the Company's Agents have authority to represent or warrant, that any installation will reduce, eliminate or be free from condensation.
6. If the work is not completed within the estimated period stated in the agreement, the Customer may serve notice on the Company in writing and to the Company's Head Office address, 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 agreement 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 of the essence of the contract, time shall not run during any period when delay on that account is operating.
7. The Company will make good any damage in the course of installation to the 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 done, and cannot undertake to match existing external finishes or to provide matching ceramic or other tiles or to avoid damage to surrounding wallpaper or paintwork. Without prejudice to the provisions of this condition 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 reach the Company within fourteen days of receipt of invoice.
8. The Company does not undertake re-siting of any gas, electrical, plumbing or telephone connections by its installation personnel. Suitable arrangements should be made by the Customer for any such works to be carried out prior to the installation commencing and the Company will accept no liability for any damage or faults to any such equipment during or after installation.
9. The maintenance of timber shall be carried out by the Customer. Failure by the Customer to complete the treatment of any timber within a reasonable time after installation, or to redecorate it as recommended by the Company, shall make void the Company's Guarantee on that part of the installation.
10. The Company will remove from site all old frames and materials unless the Customer instructs the installer to the contrary on the day of the installation of the unit(s) in which event the Company does not undertake to salvage frames or other materials in a re-usable condition.
11. All glass used is the best available, but the glass manufacturers will not guarantee against minor imperfections and the Company cannot be responsible for any such imperfections in manufacture. Similarly, there are sometime phenomena in double glazed units caused by the refraction of light for which the Company can take no responsibility. Imperfections or blemishes shall be judged according to the guidelines laid down by The Glass and Glazing Federation.
12. The Company will replace any glass that breaks or develops a crack within 3 months of the installation date. Breakages after that period are outside the control of the Company and a charge will be made for replacement and call out.
13. The Company shall not be held liable to meet any claim for consequential loss or damage however arising, except insofar as compensation for such damage or loss falls within the rights of the Owner/Occupier under Common Law or Statute.
14. Upon signing of the Agreement by the Customer and by a representative of the Company a binding contract will be created in respect of the order, details of which are given in the schedule(s) of work. Such contract shall not (except as stated below) be subject to cancellation by the Customer. Provided always in the event of either:-
 - i. the Company discovering complications which requires an increase in the contract price
 - or
 - ii. the Company discovering defects in the adjacent structure requiring remedial work before the installation can be properly carried out then in such event the Company shall notify the Customer immediately of the increase in the Contract price attributable thereto, and the Customer shall have the right and obligation during the five days following receipt of such notification to inform the Company that he either accepts such increased price or that he wishes the Contract to be cancelled and any monies previously paid by him in respect thereof to be refunded.
15. The above provisions are additional to and do not replace the Customer's rights under the General Law.
16. The Company will attend site within 3 months of installation to rectify any remedial works or faults. Once 3 months has ceased a compulsory call out charge will be levied.

AS SOON AS THE CUSTOMER SHALL HAVE PAID IN FULL THE COMPANY'S ACCOUNT, THE COMPANY SHALL ISSUE TO THE CUSTOMER NOTIFICATION OF COMMENCEMENT OF THE GUARANTEE. THE COMPANY GUARANTEES TO REPAIR OR REPLACE FREE OF CHARGE, ANY DEFECTIVE PRODUCT OR PART OF THE PRODUCT SUPPLIED BY THE COMPANY WITHIN 10 YEARS* FROM THE DATE OF COMPLETION OF THE INSTALLATION, SUBJECT TO THE TERMS AND CONDITIONS BELOW. PLEASE NOTE THAT GLASS IS NOT COVERED.

*Hardwood 5 years, Softwood 2 years

GUARANTEE TERMS AND CONDITIONS

1. That notice in writing of any claim under the Guarantee shall be given by the Customer to the Company within the period of the Guarantee and promptly after the alleged defects arises.
2. That the product was installed by fitters appointed or employed by the Company except in the case of products supplied under a "supply only" option, in which case the Guarantee extends to the product only.
3. That the product has not been damaged as a result of accident or negligence by the Customer or a third party, or by enemy action, civil commotion, Act of God, or any other "force majeure". The Guarantee excludes faults arising from normal wear and tear.
4. If the Company installed the product, that the Customer has not interfered with the permanent fixings of the product without prior consent in writing of the Company.
5. That the Company, or its appointed representatives, shall have been offered reasonable opportunity to examine the product on site. If on inspection it is determined that there is no liability under the Guarantee, the Customer will be required to pay the cost of the inspection.
6. No Guarantee or Warranty is given by the Company concerning the incidence, prevention or elimination of condensation other than between the panes of glass which comprise hermetically sealed units.
7. Sealed Insulating Glass units will carry the manufacturers 5 years guarantee in accordance with the recommendation of The Glass and Glazing Federation. The Guarantee covers only the sealed unit. The Customer will be required to pay the costs for additional materials and labour for the replacement after 12 months from installation has ceased.
8. The Company shall be permitted to fit any replacement unit in the most economical manner and within a reasonable time consistent with the Company's normal delivery period, such replacement unit being manufactured in accordance with the procedures of the Company current at the time of replacement which may incorporate modifications arising out of technical development. In the case of a replacement the period of the Guarantee shall extend up to the limit of the period of the original Guarantee or up to twelve months from the date of replacement, whichever is the later. If a change in statutory regulations or in any relevant Code of Practice shall amend the specification and therefore the cost of the replacement glass or components, any increase in such cost may be passed to the customer.

THIS GUARANTEE IS GIVEN IN ADDITION TO, AND NOT SUBSTITUTION FOR, ALL THE RIGHTS OF THE CUSTOMER UNDER COMMON LAW AND STATUTE.