

**STANDARD TERMS AND CONDITIONS
FOR SUPPLY OF GOODS AND SERVICES
OF
Stroud Windows (Gloucestershire) Limited**

IT IS AGREED as follows:

1. DEFINITIONS

In this document, each of the following words and expressions shall have the following meanings:

- 1.1 **"Agreement"** means this Contract, including the document named Schedule of Works;
- 1.2 **"Company"** means Stroud Windows (Gloucestershire) Limited and their collective representatives;
- 1.3 **"Completion"** means the delivery of the requested Goods described in the Schedule of Works;
- 1.4 **"Contract"** means a legally binding Agreement;
- 1.5 **"Contract Price"** means the agreed cost of the Works contained in the Schedule of Works;
- 1.6 **"Customer"** means the signing party, or an appointed representative of the Customer;
- 1.7 **"Loss"** means all losses, damages, fines, penalties, costs, expenses, or other liabilities (including legal and other professional fees);
- 1.8 **"Overdue"** means any monies that remain outstanding 24 hours after the date of the due payment;
- 1.9 **"Party"** means the Customer or the Company and **"Parties"** means both of them together;
- 1.10 **"Quotation"** means an estimate, based on assumptions, for Works to be undertaken and does not form part of the Agreement;
- 1.11 **"Remedial"** means any Works that are to be undertaken by the Company to complete finishing of the installation;
- 1.12 **"Schedule of Works"** means the detailed **Goods** and **Services** agreed in the Contract that are to be provided to the Customer for the Contract Price;
- 1.13 **"Supplier"** means a third party company appointed by Stroud Windows (Gloucestershire) Limited to supply Goods to the Company's Customers;
- 1.14 **"Variation"** means a change to any previously agreed Works;
- 1.15 **"Works"** is an abbreviated term to mean the Goods and Services stated in the Schedule of Works.

2. GENERAL

- 2.1 By signing the Agreement the Customer agrees to enter into a Contract on the terms stated in these Standard Terms and Conditions.
- 2.2 All terms of the Agreement for Works between the Customer and the Company are contained within these Standard Terms and Conditions.
- 2.3 The Customer shall grant the Company access to the premises, without charge, at reasonable times mutually agreed, for the purpose of taking measurements and for carrying out the contracted Works.
- 2.4 The Customer agrees to clear the installation area of all personal possessions, including curtains and blinds and the Company accepts no responsibility for any items damaged during or after installation.
- 2.5 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.
- 2.6 The Company does not undertake re-siting of any gas, electrical, plumbing or telephone connections. The Customer agrees that they will make suitable arrangements for any such works to be carried out prior to the installation commencing and that the Company will accept no liability for any damage or faults to any such equipment during or after installation.

- 2.7 The Company will remove from site all old frames and materials unless the Customer instructs the Company to the contrary on the day of the Works.
- 2.8 If, after 6 weeks from the date upon the Company advises the Customer that the installation can commence and the Customer has not permitted the Works to be carried out, then the Customer agrees to make a payment to the Company to take the proportional amount paid to 75% of the Contract Price. The final balance will be payable under the terms states in clause 5 of these Standard Terms & Conditions.
- 2.9 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 Customer under Common Law or Statute.
- 2.10 The Company will comply with current thermal performance and Building Regulation standards and will certify the installation (where applicable) under the Competent Person scheme named Fenestration Self-Assessment Scheme (FENSA). A copy of the certificate will be sent directly to the Customer from FENSA.
- 2.11 The Company will provide the Customer with an insurance backed guarantee as stated in clause 7, Guarantee.
- 2.12 The Company will retain ownership of all supplied materials until the Customer has settled the invoice and complied with the payment terms in the Fee and Payment clause 5.

3. SCHEDULE OF WORKS

- 3.1 The Schedule of Works will contain the detailed Goods and Services to be provided to the Customer at an agreed fixed price.
- 3.2 Any Variation to the Schedule of Works is only permitted under the terms specified in clause 4 of these Standard Terms & Conditions.
- 3.3 The Company will carry out a technical survey prior to ordering any materials and will make a recommendation for the specification and sizes for the Goods to be provided to the Customer.
- 3.4 The size of the Goods to be ordered will be confirmed on the Schedule of Works and the Customer is responsible for agreeing to the final materials and sizes that are to be provided by the Company.
- 3.5 Any specific requests or technical specifications must be stated by the Customer and captured on the Schedule of Works to be guaranteed at point of installation.

4. VARIATION TO SCHEDULE OF WORKS

- 4.1 No Variation to the Schedule of Works is permitted, unless:
- 4.1.1 the request is made in writing from the Customer to the Company; and
 - 4.1.2 the Company has not committed to order Goods on behalf of the Customer from their Supplier; and
 - 4.1.3 the Company is agreeable to the Variation and confirms the Variation in writing to the Customer.
- 4.2 To be enforceable, any Variation to the Schedule of Works will be agreed in writing and the newest written Agreement will supersede any previous Agreements.
- 4.3 In the unlikely event that the Company discovers complications, which requires an increase in the Contract Price, the Company shall notify the Customer immediately of the increase and gain the Customer's consent to proceed with the Works.
- 4.4 If the Company discovers defects in the adjacent structure, requiring remedy before the installation can be properly carried out, the Company shall notify the Customer immediately of the increase in the Contract Price and gain the Customer's consent to proceed with the Works.

5. FEES AND PAYMENT

- 5.1 The Customer agrees to pay the Company for Goods and Services outlined in the Schedule of Works on or before the final day that the Goods are delivered.
- 5.2 The Company does not offer credit facilities to any Customer and will take recovery steps in the event that the requested payment becomes Overdue.
- 5.3 The date that the invoice gets issued to the Customer is the date in which the payment requested is due.
- 5.4 By signing the Agreement the Customer acknowledges that there is no allowable extended payment period on balances due.
- 5.5 No retention of payment is permitted unless prior agreement has been granted in writing by the Company and only in special circumstances.
- 5.6 The installation personnel are authorised to collect payment before they leave site.
- 5.7 Where a payment is outstanding after the due date, the Company will levy a recovery administration charge, as shown in the below table:

For balances that are:	Charge levied
<£1,000	£40
£1,000 - £10,000	£70
>£10,000	£100

- 5.8 For all Overdue balances the Company also will levy a daily interest charge at a standard rate of interest of 5%, plus the Bank of England base rate. The interest charge will be applied from the date that the balance becomes Overdue.
- 5.9 The Company reserves the right to withhold installation certification until the full Overdue balance is received.
- 5.10 In the event of non-payment of Overdue balances, the Company reserves the right to remove their materials from site, or may appoint a debt collector to retrieve the owed monies.

6. CANCELLATION

- 6.1 The Customer is permitted to cancel the Contract within 7 calendar days from the date that the Agreement was signed.
- 6.2 To cancel the Contract the Customer must send cancellation notice in writing to the Company.
- 6.3 Cancellation of the Contract during the 7 day cancellation period will release the Customer from the Agreement but the Company will levy a technical survey charge at a flat rate of £550.
- 6.4 The Company must confirm the cancellation in writing to the Customer and notify the customer, by way of invoice, of the fixed technical survey fee.
- 6.5 Payment for the technical survey invoice is due under the terms stated in clause 5, Fees & Payment, in the Standard Terms & Conditions.
- 6.6 Cancellation requests received after the 7 day cancellation period will incur a charge of 50% of the Contract Price as a cancellation penalty.

7. GUARANTEE

7.1 Guarantee terms and conditions

7.1.1 The Company will register the installation with a recognised Insurance Backed Guarantee provider to protect the Customer's Guarantee in the event that the Company ceases trading.

7.1.2 To maintain the Insurance Backed Guarantee validity the Customer must:

- 7.1.2.1 retain their copy of the Schedule of Works
- 7.1.2.2 retain their invoice
- 7.1.2.3 retain these Standard Terms & Conditions

- 7.1.3 The maintenance of timber shall be carried out by the Customer. The Customer agrees that failure to complete the treatment of any timber within a reasonable time after installation shall make void the Company's guarantee on that part of the installation.
- 7.1.4 All glass used is the best available, but the glass manufacturers will not guarantee against minor imperfections. The Company takes no responsibility for any such imperfections in manufacture. Claimed imperfections or blemishes shall be judged according to the guidelines laid down by The Glass and Glazing Federation.
- 7.1.5 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 within a reasonable timeframe promptly after the alleged defects arises.
- 7.1.6 The Company's Supplier of aluminium roof frames, window frames and door frames provides a 10 year manufacture guarantee for defects or faults arising as a result of manufacture to the frames of the product. The Guarantee does not extend to the hinges and window furniture.
- 7.1.7 The Company's Supplier of timber frames provides a 30 year manufacture guarantee, which warrants that the Goods will be free of rot or fungal infection under normal conditions, and that every reasonable effort has been made to ensure the use of good quality materials, and where care and maintenance has been carried out satisfactorily for defects arising as a result of manufacture to the frames of the product. The Guarantee does not extend to the hinges, window furniture or glass.
- 7.1.8 The Company's Supplier of PVCu roof frames, window frames and door frames provides a 10 year manufacture guarantee for defects or faults arising as a result of manufacture to the frames of the product. The Guarantee does not extend to the hinges and window furniture.
- 7.1.9 The Company's Suppliers of glass provide a 10 year manufacture guarantee for sealed insulating glass units.
- 7.1.10 The Company will replace, free of charge, any glass that breaks or develops a crack within 3 months following the date of installation. Breakages after that period will be subject to the Company's usual call out charge and any replacements will be carried out under a new Agreement.
- 7.1.11 The Company will complete one adjustment of doors, free of charge, within the 3 months following the date of installation. Any requests for adjustments after that period will be subject to the Company's usual call out charge.
- 7.1.12 The Company will rectify any faults under this Guarantee, within the 3 months following the date of installation. Any requests to after that period will be subject to the Company's usual call out charge.
- 7.1.13 The Company's Supplier may be invited to assess the defect as part of the remediation process and the Customer agrees to allow access to the Supplier for the purpose of assessment.

7.2 Guarantee Exclusions

- 7.2.1 The Guarantee will be invalid if it is deemed that the product has been damaged as a result of accident or negligence by the Customer or a third party.
- 7.2.2 The Guarantee excludes faults arising from normal wear and tear.
- 7.2.3 The Customer must not interfere, or attempt repair, of the installed product. This will invalidate the Guarantee.
- 7.2.4 No guarantee or warranty is given that any installation will reduce, eliminate, or be free from condensation.

8. REMEDIAL WORKS

- 8.1 All remedial Works are to be completed under separate Remedial Terms and Conditions Agreement.