



## TERMS AND CONDITIONS FOR WINDOW & DOOR INSTALLATIONS

### The Agreement

1. We agree to supply and install the products as indicated.
2. You agree to pay for the goods.
3. The terms below are included in the sale.
4. No variation of these terms will be recognised unless in writing signed by both you and the Director of the Company.
5. Your statutory rights are not affected by our terms of trade.

### Survey

1. The agreement is conditional upon our full survey and measurement of the estimated works.
2. We will make an appointment for our surveyor to visit you. You must allow our surveyor access to your premises for inspection. Our surveyor will probably have many appointments on the same day and he may be held up so it is not possible to give an estimate of his time of arrival.
3. If the surveyor advises us that installation is not feasible for any reason, we will notify you in writing and will return any deposit you have paid and the agreement will come to an end without further obligation.
4. Any variation to the sizes given or measured need to be in writing before products are ordered.

### Price & Payment

1. The price includes VAT at the prevailing rate. If the rate of VAT changes between now and installation any additional VAT will be payable.
2. A deposit of 50% is required prior to survey to enable us to proceed with the order.  
The final 50% balance will become payable on issue of final invoice.
3. The price will be increased to cover any extras requested by you, variations, additional fixings or additional work caused by adverse physical conditions, for example unusual obstructions or groundworks.
4. Any insurance work must be paid for by the customer and then they claim it back from the insurance company.
5. Under no circumstances will any deduction from the original contract be permitted unless confirmed in writing by the Director of the company.
6. Payment must be paid, if the fitting cannot be carried out due to other events once the fitting has been scheduled.
7. No warranties or guarantees will be issued until full and final payment has been made.
8. All goods remain the property of All Trade Windows Ltd until full and final payment has been made.

## **Delivery**

1. After your order has been checked, we will advise you of the estimated installation date. Sometimes previous day's orders are held up in our factory or installers encounter unforeseen problems on a previous installation. Whilst we try to ensure installation takes place on the indicated date, this is an estimated date only. We will however endeavour to notify you at the earliest opportunity if it is likely that installation will be delayed.
2. Sometimes our installers experience unforeseen problems which mean that the estimated time for completion of your installation is overrun. You will appreciate that largely these matters will be outside of our control.

## **Installation**

1. During the course of installation there will be some disturbance and dust. You are advised to clear each room and access to it before our installers arrive. We cannot accept responsibility for damage to any of your possessions left in the room in which we are working. We do not take down or re-fit curtains or blinds to your windows or disconnect or reconnect any alarm system to your doors/windows — this must be undertaken by you prior to fitting.
2. We will make good any plaster, floor, brickwork or rendering immediately surrounding any installation, but we cannot undertake to repair damage to surrounding tiling, wallpaper or paintwork or to remove intact any panes of glass or frames from old fittings which you have asked us to retain.
3. Whilst we will endeavour to ensure any making-good matches existing finishes we will not be able to guarantee this, particularly where weathering has occurred or because of non-availability of matching materials.
4. It may not be possible for our surveyor to detect any structural instability or defect in your property. We will not be liable for any damage resulting from existing structural or other defects in your property. If structural problems are discovered to exist you must still pay the price in full even if we are not able to complete the installation in the way envisaged. If we have to alter the installation because of structural problems an additional charge may be made.
5. If any goods are found to be damaged or faulty, All Trade Windows will repair or replace the product.

## **Warranties and Exclusions**

1. PVC and Aluminium frames carry a Manufacturer's 10 year Guarantee. 2. Glass sealed units carry the Manufacturer's 10 year Guarantee. 3. All hardware, i.e. locks, hinges, handles, etc. carry the Manufacturer's 1 year Guarantee.
4. All glass sealed units supplied by us will be free from defects (other than minor matters not affecting their use or performance) in material and workmanship under normal use and service. This guarantee will be honoured by us at any time up to 10 years from the installation date.
5. Should any frame, sealed unit, or hardware be found defective in material or workmanship during the guarantee period then we will, at our option, either repair it or replace it free of charge. All repairs carried out after expiry of guarantee will be chargeable.
6. We will not be liable to you for minor imperfections, loss of time, loss of use, inconvenience or any other loss or damage consequential or otherwise.

7. Responsibility cannot be accepted for defects resulting from wear and tear, accident, misuse by you otherwise than in accordance with our instructions or advice or in respect of components which have been adjusted, modified or repaired otherwise than by us.
8. Any claim against us must be made promptly; in particular, you must advise us of any initial defects in our products within 24 hours of installation and you must confirm your complaint in writing quoting the order number in all correspondence.
9. No claim against us will be entertained for any defect arising from any groundworks or other building work carried out by you or your contractors in association with the installation of our products. You must procure your contractor to indemnify us in writing, prior to installation, for any loss we suffer by their failure or delay. Building works must be executed to the dimensions and measurements shown in our drawings.
10. You will be responsible for obtaining all planning permissions, listed building or conservation area consents and building regulation approvals unless you instruct us to apply for these consents on your behalf. You agree to indemnify and keep us indemnified against any loss, delay or expense including, but not limited to, loss of profit if works are halted by the local authority.
11. We cannot be held liable for any loss or damage caused by delay in the performance or non-performance of our obligations to you where occasioned by any cause that is beyond our control. Should an event beyond our control occur which means that we are unable to fulfil your order we may cancel or at our option suspend the order without incurring liability for loss but if the order is cancelled your deposit will be returned in full and you will not be under any further obligation.
12. The guarantee will be invalidated immediately should the product show evidence of impact, mishandling or tampering, unnatural chemical corrosion or use contrary to its intended purpose. This excludes required general maintenance of the product.
13. Under no circumstances shall the company be liable for any direct or consequential losses, however caused.
14. If the full balance of the invoice is not paid the warranty will be invalid.
15. Sealed units are warranted as per Glass and Glazing Federation guidelines

## **Cancellation, Security and Interest**

1. After you have signed the agreement you will not be able to cancel it without our prior written consent.
2. If you have previously notified us of an application to a finance company for a loan and despite having used your best endeavours, the finance company refuses that loan then providing you produce to us written evidence of that refusal we will agree to cancel the agreement and will then return your deposit to you and you will not be under any further obligation.
3. Recognising that your order will be specially manufactured for your property and it is impractical for us to make use of the units once manufactured, if you apply to cancel the agreement after your order has been placed into the manufacturing process, we will only agree to a cancellation of the agreement upon payment of the balance of the contract price which will be deemed due immediately upon cancellation.

4. If you try to make contact with our suppliers regarding any factors of the contract that we have between ourselves, your contract will become null and void and your deposit and interim payments will not be refunded.
5. Interest will be charged on any amount unpaid by the due date at the rate of 5% per month.
6. If you request suspension of the order or fail to allow installation or installation is delayed or prevented by lack of planning consents or by associated building works not carried out by us, in each case for a period greater than six months from the date of this agreement, we reserve the right to increase the price to account for the delay.
7. If any amount is outstanding after 14 days of the date due we reserve the right to levy an administration charge equal to 10% of the value of your order to cover our additional expenses.
8. Legal action will be taken should payment in full (including interest, additions and administration charges) not be received within 30 days of the date of our invoice. You will be responsible for all legal fees incurred on full indemnity basis.

#### **Glazing:**

1. The fitting of double glazing units will not itself eliminate condensation. This is dependent upon the environment within your property. We cannot guarantee condensation in your property will be eliminated.
2. Glass used in our units is of the best quality reasonably obtainable. Minor imperfections caused during the process of manufacture are not warranted by our glass manufacturers. Therefore we do not accept liability to replace glazing having minor imperfections.

#### **Demonstrating Samples:**

1. We proudly maintain a policy of continuous improvement of all our products. This means we may take modifications or improvements to our products from time to time so that your order may not be exactly the same as any representative's or showroom samples that may have been shown or demonstrated to you.

#### **English Law:**

1. The agreement is subject to and interpreted in accordance with English Law and in the event of dispute jurisdiction in any legal proceedings will be in our local County Court.
2. To the extent that any one or more of the provisions of these terms or a part of any term is prohibited by any applicable law those provisions or that part to that extent will be ineffective without invalidating or modifying the remaining terms (or part of that term) which will continue to apply in full as if the provisions which are prohibited had not been included in these terms. If a provision may be modified so as not to be prohibited then the provision will be construed with that modification in order for it to be effective.