

QUALITY WINDOWS, DOORS & CONSERVATORIES IN NOTTINGHAM & DERBY



# TRENT VALLEY WINDOW & DOOR CO. LTD

## TERMS AND CONDITIONS

1. **Trent Valley Windows and Door Company Limited** (hereafter called 'The company') agree to sell and install, and the purchaser agrees to accept and pay for, the windows, frames and other items referred to in the contract (hereafter called 'the glazing') and it is hereby declared that all sales are subject to the following terms and conditions:

### 2. DELIVERY AND INSTALLATION

The company will use its best endeavours to supply/install during the period quoted, however the company cannot offer unconditional guarantee of completion dates and cannot therefore be responsible for any penalty or costs unless specifically agreed in the contract.

The company will use all reasonable care when installing the glazing, but cannot be held responsible or liable for damage unless caused by direct negligence of the company, representative or employee, the company will however, endeavour to make good any such damage as soon as reasonably possible.

Making good will be restricted to the immediate area around the perimeter of the window or door, generally by cloaking any minor defect. The company do not accept responsibility for obtaining or matching existing decoration, wallpaper or tiles, etc.

If asbestos or a product which appears to be asbestos, is identified either at survey stage or installation, we reserve the right to arrange for chemical testing to evaluate the product. If the product is found to contain asbestos, costs will be provided to you for a specialist contractor to remove and dispose of the product. The cost of this will be added to the contract value.

### 3. PAYMENT

Monies payable under the contract (revised as applicable) shall be due and payable, without any right of set off, within the period stated in the original quotation. (Period may vary according to contract type, refer to quotation). Overdue payments are liable for interest charges and reasonable fees and costs incurred by the company in any action required to recover overdue payments.

The purchaser shall not be entitled to withhold payment by reason of any alleged minor defect. Any defect reported will be fully investigated by the company and any necessary rectification work carried out within a reasonable period, agreed by the parties.

### 4. CONDENSATION

It is hereby agreed and the purchaser expressly advised that, no guarantee, warranty or condition shall be implied into the contract that the fitting of double glazing will eliminate or reduce condensation from the purchasing premises.

### 5. GUARANTEE

Provided the following clauses are complied with, the glazing will be guaranteed by the company for the full period stated in the quotation (guarantee period may vary according to type of installation).

5a) The guarantee may lapse, if the purchaser carries out any alteration or amendment to the installation, which may affect the performance of the glazing;

5b) In the case of supply only contracts, the guarantee may lapse if the glazing is incorrectly installed or glazed;

5c) The guarantee may be assigned to another person, firm or company however, the company should be informed in writing. An administration charge of £40.00 may be applied to transfer the guarantee;

5d) The terms of the guarantee do not, in any way, restrict the purchasers' common law or statutory rights;

5e) The guarantee on supply and install contracts is 10 years (5 years on timber products), subject to the customer carrying out appropriate, reasonable maintenance, as specified elsewhere. The guarantee excludes accidental damage or abuse particularly to door items such as letter boxes.

In the event of any fault being reported, The Company will endeavour to attend as quickly as possible, but cannot offer an 'out of hours' emergency service. The company, therefore, cannot accept responsibility for costs incurred, if 'others' are engaged in carrying out work, which would otherwise be covered by the guarantee.

5f) Replacement electrical items (as supplied with conservatories are excluded from the guarantee. Items such as air conditioning systems, electric fans, under floor heating and transformers will be subject to the individual manufacturers guarantee only. Consumable items such as light bulbs and fuses are not covered by our guarantee.

5g) Making good to areas where the product is fitted to (mortar beds, brick horns, plaster and timber liners / trims) will carry a 12 month guarantee.

### 6. SURVEYOR'S INSPECTION

6a) Contracts are subject to a detailed inspection by the company's surveyor, supply and install contract. (Supply only contracts, sizes to be provided by the customer).

6b) If, on a detailed inspection, the company find any reason why the glazing may not be installed at the original price, the company will write to the purchaser to advise of reasons (structural or variation or size limitations etc.) and detail any additional costs. At this point the purchaser has the

right to accept or cancel. In the extreme cases the company reserve the right to withdraw from the contract and the purchaser shall have no claim against the company, whatsoever.

6c) If on detailed inspection, the surveyor finds that there is no steel support lintel to brickwork directly above the window or door opening he will advise the purchaser accordingly. Should the purchaser decline the advice of the surveyor then the purchaser shall be entirely responsible for the stability of the brickwork during & after installation. Should the window or door malfunction or deform due to weight of the unsupported brickwork the guarantee will become void.

### 7. MATERIALS

7a) All glass and frames provided by the company shall be of good and merchantable quality, provided the company are not responsible for minor imperfections in glass (as detailed in the glass and glazing federations document, standards for visual quality).

7b) Representatives and showroom samples are used to demonstrate a typical product and its composition. The company reserve the right to make minor modifications in line with conditions dictated by the survey and the company's policy of continuous improvement.

7c) General 'ironmongery', handles, hinges, etc. may be changed over time. Therefore, if a replacement part is required under the guarantee, the company will endeavour to supply similar to the original part, but cannot guarantee an exact match.

### 8. REMOVAL OF MATERIALS

The company cannot guarantee that the purchaser's existing windows and door will be re-usable and, unless otherwise stated in writing, the items removed shall be taken from site and disposed of.

### 9. GENERAL

9a) The company recommend that certain maintenance and cleaning procedures be carried out from time to time. Details available separately.

9b) The company shall not, under any circumstances, be liable for any loss, injury, damage or delay or consequence of any such loss, injury damage or delay, arising out of any cause whatsoever, beyond the reasonable control of the company (this does not exclude the purchaser's rights in the event of negligence by the company).

9c) The company reserves the right to goods supplied, until full payment has been made.

9d) Throughout the contract, reference to the purchaser is plural as well as the singular and any agreement or variation by one of the purchasers shall be binding on them all.

9e) Minimum order value of £500 inc. VAT applies.

### 10. PLANNING PERMISSION AND BUILDING REGULATIONS

It is the responsibility of the purchaser to obtain all necessary licence, consents and permission. However the company will act as the purchaser's agent where requested.

### 11. FORCE MAJEURE

In the event of any strike, lock-out, trade dispute, fire, flood or any natural disaster or act of god or any cause beyond reasonable control of the company affecting the company's supply or installation of the contract or part thereof, which is so affected, may be terminated or suspended by the company in its sole and absolute discretion. Such cancellation or suspension shall not constitute a breach of contract and the company shall not be liable for any loss or damage howsoever arising as a result of such cancellation or suspension.

### 12. YOUR RIGHT TO CANCEL

The purchaser has the right to cancel the contract by sending or taking a written notice of cancellation to the company's office within 7 days of acknowledgments of order.

Should the purchaser cancel outside of this period up to the point of survey then 10% cancellation fee will apply (10% of the total contract).

Should the purchaser cancel after survey then a 40% cancellation fee will apply (40% of the total contract).

### 13. HEADINGS

The headings of each clause are for identification only and are not intended to form part of the conditions.

14. **NETWORK ASSURED:** A Conformity certificate is required on all window and door installations for dwellings. The company will notify Network Assured of the installation and Network Assured will issue a certificate in due course (normally within 4 weeks). Please keep this certificate safely, as it may be required at a later date. If you should lose the certificate, you will have to request a replacement from Network Assured, who will require an administration fee.

Conformity certificates are not required on conservatories. Conformity certificates are not required on commercial properties, but you will be required to apply for building regulations via the building control department of the appropriate local authority for the area in which the work is carried out.