

TERMS & CONDITIONS

Terms of payment:

20% Deposit

80% Balance on completion

- 1 No order will be binding on Amersham Window & Door Company Ltd unless and until accepted by Amersham Window & Door Company Ltd and all agreements will remain subject to Amersham Window & Door Company Ltd obtaining (at its cost) a satisfactory surveyor's report. We reserve the right to cancel the agreement without obligation to you and at no cost to you in the event that a surveyor's report indicates that the proposed arrangements are not possible for any reason or that changes are required to the agreement and Amersham Window & Door Company Ltd is unable to agree those changes with you. Any changes or additions to the order must be agreed in writing by Amersham Window & Door Company Ltd.
- 2 All dates and times quoted for delivery are approximate only. While Amersham Window & Door Company Ltd will endeavour to adhere to customer requirements, occasionally delays can occur due to reasons beyond Amersham Window & Door Company Ltd.'s control. No compensation whatsoever will be payable by Amersham Window & Door Company Ltd for any delays, however caused. Amersham Window & Door Company Ltd may deliver the goods by several separate deliveries and any failure or delay in delivering any part of this will not entitle you to treat the contract as a whole as cancelled.
- 3 Subject to Amersham Window & Door Company Ltd accepting your order, only the goods as specified on the order will be delivered and it is your responsibility to check that you are happy with the details on the order form before you accept the agreement which is taken as accepted when a deposit is paid or a written confirmation is communicated.
- 4 As part of its continual development policy, Amersham Window & Door Company Ltd reserves the right at any time to make any changes to the specification of the goods which are necessary to comply with any applicable safety or other statutory requirements, or which do not materially affect the nature or quality of the goods or services.
- 5 It is your responsibility to obtain all necessary planning and other similar approvals for the installation of the goods shown in the order and Amersham Window & Door Company Ltd gives no assurance or warranty that the installation of the goods complies with any planning consents or restrictions or other similar requirements affecting the installation premises. Amersham Window & Door Company Ltd is proud to confirm that it is registered with FENSA and will comply fully with all applicable legislation and regulations concerning energy efficiency requirements as set out in the part of the international Kyoto agreement commonly referred to as Document "L".
- 6 Cancellation by Customer (cooling off period)
 - A. The customer may cancel the order without penalty during the cooling off period which shall run for seven days from midnight on the day on which the order was signed by the customer (not including Sundays or Bank Holidays) where contracts are negotiated away from business premises and by an unsolicited visit.
 - B. Any cancellations must be given by written notice by either party.
- 7 Full payment for goods and services will be due and must be made by you without any set-off or deduction upon completion of the installation.
- 8 You are solely responsible for ensuring that the supply and installation of the Goods complies with council regulation, Government direction, local or other authority and that you have lawfully obtained every necessary license, permit or authority required in connection with these Conditions. If you do not have the necessary permits, licenses, and consents, we may terminate the Purchase Order. We will ensure products meet with current Building Regulations. We are not responsible if the correct permits, licenses or consents are not in place before or after the provision of the Installation Services.

- 9 You will ensure we have free access to water and power when requested by us.
- 10 You permit us, free of any charge or fee, the right to produce and use images (“Images”) of your installation and grant us a license to use and reproduce the Images (including on our website, social networking and other online pages and sites that mention or promote us) in perpetuity. Please let us know in writing prior to the job starting that any photos taken are not to be used or reproduced by us for the purposes as previously stated.
- 11 Glass units are a raw material and many Glass units are manmade and may have minor imperfections within (e.g. scratches, blemishes, or flaws). We will only replace damaged units that fall outside of the Glass and Glazing Federation’s (GGF) industry set standards. More information can be found on the GGF website: <http://www.ggf.org.uk>.
- 12 In the unlikely event that you deem that there may be issues with the quality of the goods provided at installation. these issues must be reported to Amersham Windows and door Company Limited in writing no more than 48 hours after installation of any parts or as a whole. No responsibility for goods damaged or marked can be taken by Amersham Windows and door company limited after this period unless covered by warranty. You also agree that you will give Amersham Windows and Door Company Limited a reasonable timeframe to return to the works and asses any issues with the quality.
- 13 Amersham Window & Door Company Ltd reserves the right, without limiting any other right that it may have, to charge interest at the rate of 3% above the base rate of Bank of Scotland plc as varied from time to time on all balances outstanding from the date due until payment in full, whether before or after any judgement.
- 14 Amersham Window & Door Company Ltd accepts no liability for any loss or damage whatsoever arising from any structural defects of the installation premises. This does not affect your statutory rights.
- 15 It is the nature of the goods and the manufacturing process that very minor imperfections of an insignificant nature will occasionally occur and such imperfections will not necessarily render the goods not of satisfactory quality.
- 16 Amersham Window & Door Company Ltd will make all reasonable effort not to damage tiling, wallpaper, plasterwork, specialised finishes, and other finishes at the installation premises during the removal and installation of goods. However, despite every care being taken such damage can sometimes occur. Amersham Window & Door Company Ltd promises to make good any such damage to a condition suitable for redecorating where possible, this is only the making good not including the redecorating.
- 17 It is your responsibility to ensure that all obstructions to access to the works area including but not limited to nets, curtains, secondary glazing, tv’s; breakables; tables; chairs; boxes and all other items are removed from the work area. If this is likely to cause you any difficulty then please contact Amersham Window & Door Company Ltd so that suitable arrangements can be agreed. While Amersham Window & Door Company Ltd will take all reasonable care to avoid damage to such items, Amersham Window & Door Company Ltd cannot accept liability for any loss or damage caused during the removal and installation of goods to items that are not removed.
- 18 Amersham Window & Door Company Ltd gives no guarantee or warranty that the goods and installation under the order will eliminate condensation.
- 19 Amersham Window & Door Company Ltd is unable to relocate any telephone cable or other third party or private connections or installations (e.g. alarm systems and wiring) at the premises. Where any connection or installation is likely to interfere with the installation of the goods by Amersham Window & Door Company Ltd, you must arrange for these to be relocated and may have to contact the equipment supplier to arrange this.
- 20 You must take all reasonable steps to ensure the security and condition of all goods delivered to the installation premises from the time of delivery, whether they have been paid for in full, and you will be required to pay for any delivered goods lost or damaged because of your failure to do so and through no fault of Amersham Window & Door Company Ltd.
- 21 Amersham Window & Door Company Ltd will not be liable to you or be deemed to be in breach of the contract by reason of any delay in performing, or any failure to perform, any of its obligations in relation to the contract, if the delay or failure was due to any cause beyond Amersham Window & Door Company Ltd.’s reasonable control, including for example strike, lock-out, storm, riot, war, terrorism or ‘Act of God’.

- 22 It is your responsibility to ensure that Amersham Window & Door Company Ltd.'s workmen and agents have access at all reasonable times to the installation premises so that they may carry out the work in accordance with the order.
- 23 Any failure or delay by Amersham Window & Door Company Ltd in exercising any of its rights under this contract will not prevent Amersham Window & Door Company Ltd from exercising those or any other rights in the future.
- 24 If any provision of these terms is held by any competent authority to be invalid or unenforceable in whole or in part, the validity of the other provisions of these terms and the remainder of the provision in question will not be affected.
- 25 English law will apply to the contract, and the parties agree to submit to the non-exclusive jurisdiction of the English courts.

WE HAVE TRIED TO MAKE OUR TERMS AND CONDITIONS AS PLAIN AND EASY TO UNDERSTAND AS POSSIBLE. IF YOU ARE UNSURE OF ANY OF THESE POINTS, PLEASE ASK YOUR REPRESENTATIVE TO EXPLAIN BEFORE YOU SIGN THE AGREEMENT.

GUARANTEE

Subject to the conditions listed below, for a period of 10 years from the date of completion of the installation Amersham Window & Door Company Limited undertakes to replace or repair at its sole discretion, but free of all charges, any fault which develops with said installation due to defective materials, construction or workmanship. Any sealed double-glazed unit carries a manufacturer's 10-year warranty for failure of the hermetic (air-tight) seal leading to fogging between the panes. Glass breakage, however caused, is not covered by this warranty. This guarantee excludes Rosewood or Oak composite doors which will only be guaranteed for 5 years.

Any window and door furniture which forms part of a PVCu or Aluminium window or door installed by the Company and contained within the contract will carry a 1-5 year guarantee, depending on manufacturer.

Conditions

The Company shall only be bound by the terms of the above guarantee providing that:

- (a) The customer gives the Company full details of any alleged defect in writing and within a period of one month from the defect first becoming apparent to the customer.
- (b) The customer gives the Company a reasonable opportunity of inspecting, testing or otherwise ascertaining the nature and extent of the alleged defect.
- (c) The customer allows the Company to rectify any defect or defects and to use its discretion in the choice of materials, the time and method of rectification.
- (d) The installation has not been adapted, altered or in any way worked on or tampered with by persons not authorised by the Company.
- (e) This warranty excludes damage or faults due to accident, misuse or neglect, fair wear and tear, and acceptable phenomena.

This guarantee and undertaking is given conditional upon the account for the installation having been paid in full under the terms of the contract or otherwise secured to the satisfaction of the Company.

Customer: Completion Date:

Address: Invoice No:

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..... Signed:

General Data Protection Regulation (GDPR)

By agreeing to this quotation you are also consenting to your personal data being shared with third parties for the purposes of fulfilling the requirements of the Competent Person Scheme for self-certification under the Building Regulations. Personal data includes title, name, address, phone number and email address. This data will be used to provide essential documentation and will be retained on files for the lifetime of the guarantees which do not exceed 10 years.

BANK DETAILS

Bank: NatWest

Sort Code: 60-01-15

Account No: 44605986

Account Name: Amersham Window & Door Company Ltd