

# Windows & Doors Terms

1. Whilst the company will make every endeavour to install the Product on the date or within the period arranged with the Customer the Company shall in the event of any unforeseen circumstances arising be entitled to make later installation and such later installation shall be accepted by the customer and the Company shall in any event not be responsible for any loss whatsoever arising from or consequential upon delay in installation.
2.
  - (i) No variation of this Agreement or any term thereof shall be effective or binding unless such variation shall be in writing or signed by a director of the Company.
  - (ii) No omission by the company whether by way of indulgence or otherwise or failure to enforce or delay in enforcing the Company's rights hereunder shall be construed as a waiver of any of the Company's rights.
  - (iii) The Company is not responsible for any verbal or private agreements entered into between the salesperson and the customer. Any work or specification not written on the agreement must be deemed as not being included in the Contract.
3. The Customer agrees that the only duly authorised servants and agents of the Company shall have access to the Installation at all reasonable times so that the Company may carry out any detailed survey and to enable it to undertake the installation.
4. This Contract is entered into by the Company on the basis of its representative's assessment of the Purchaser's requirements and the Contract is conditional upon inspection by the Company's Surveyor ("the surveyor") and his recommendation of the work in his technical report. Following the receipt of it's Surveyor's report the Company can cancel the Contract and upon such cancellation the customer has no claim against the Company other than the return of his deposit.
5. This contract is not a sale by sample as seen in a showroom or carried by a representative. The Salesman's model may be contained for convenience in a hardwood carrying frame but hardwood frames will only be fitted where stated in the First Schedule. All windows and doors fitted by the Company will be manufactured and fitted substantially in accordance with the specifications herein mentioned but the Company reserves the right to make such modifications as it may consider necessary. The Company also reserves the right to change their suppliers. In doing so this may slightly change some characteristics of the windows or doors but the materials and overall design will be as written in the First Schedule.
6.
  - (i) Glass used in the works is of the best quality reasonably obtainable but may have minor imperfections and the Company shall not be obliged to make good any such as are not covered by the warranty of the glass manufacturers.
  - (ii) THE FITTING of double glazing units will not in itself eliminate condensation. This is dependant upon the environment within the dwelling. Therefore the

Company does not guarantee that condensation in the premises will be eliminated, nor has any representative the authority to give such a guarantee.

- (iii) The price includes removal of rubbish and debris.
  - (iv) Failure by the Customer to properly paint primed timber within a reasonable time will invalidate the Company's guarantee. For replacement window installations hardwood timber will be used on subframes for aluminium windows and doors unless otherwise specified.
  - (iv) The Company will make good any damage caused in the course of installation to plaster, rendering or brickwork immediately surrounding any windows or door installed but does not undertake to avoid damage to surrounding wallpaper, paintwork or tiles or to remove intact any panes of glass or frames from old windows. The Company shall not be liable for any new work failing to match existing works. The company accepts no responsibility for any damage resulting from structural or other defects at the installation address. Any complaint or claim by the customer for compensation for damage done by the Company for which it may be liable under these terms and conditions must be made in writing to reach the Company within seven days of installation in default of which the Company shall be under no liability therefor.
7. Subject to paragraph 6 of this Schedule the Company guarantees the product against defective workmanship and materials for a period of 10 years from installation provided that such defects are notified to the Company in writing within that period but no further Guarantee, warranty or Representation is given as to the windows or the installation of them by the Company. This Guarantee does not affect the Customer's statutory rights. This warranty does not extend to damage or faults due to accident, misuse or neglect.
- 8.
- (i) For the convenience of the Customer, the Company Representative may have informed the Customer of the facilities provided by a Finance Company (hereinafter called "Finance Company") in relation to personal loans, and in any case where the Customer at the time of signing this Agreement signs and hands to the duly authorised representative of the Company an application for a personal loan addressed to the Finance Company (and only in such case) the provisions of this paragraph shall apply.
  - (ii) In that event of the Customer signing an application for a personal loan addressed to the Finance Company, at the time of signing this Agreement the Customer hereby undertakes to the Company that he will immediately upon completion of the installation, complete and deliver to the Company's installers or as the Company may direct the "Promise to Pay Note" "Authority to Pay Note" and "Certificate of Satisfaction" and any other documents required by the Company or Finance Company in connection with the said personal loan.
  - (iii) The Company hereby agrees with the Customer that in cases where the Customer has applied to the Finance Company for a personal loan as hereinbefore in this paragraph mentioned (and only in such cases) this Agreement shall be cancelled in the event of the Customer having used his best endeavours to obtain such a loan and such loan being refused by the Finance Company.

- (iv) Until the Loan Application is approved by the Finance Company and the Company has been notified of such, the Company will be under no obligation to do any works at all.
9. In the event of this Agreement being cancelled under the provisions of paragraphs 4 or 8 (iii) of this Schedule the Company will in those circumstances only return any deposit paid in full but without interest. In all other circumstances paragraph 12 applies, in all cases cancellation must be in writing to the Managing Director of the Company.
  10. The net balance is payable to the Company on the delivery by the Company of an invoice when the works are completed or (in the case of “supply only” contracts) on collection. In each case the Company’s fitter or driver is authorised to accept a cheque or Home Improvement Loan documents in favour of Cornhill Conservatories Ltd. only. Cash must only be paid prior special arrangement and agreement with a Director of the Company. The presence of any alleged defect does not constitute a reason for withholding payment. Any such defect will be duly investigated and dealt with under the terms of the Company’s guarantee in paragraph 7, after payment in full of the balance payable on completion of the installation. When payment is not made on the due date in accordance with this condition, the Company shall have the right to require payment of interest on the outstanding amount at a rate of 2% per calendar month from the due date of actual payment.
  11. THE PROPERTY in the installation shall not pass to the Purchaser until all indebtedness of the Purchaser to the Company has been discharged in full.
  12. Save as herein before mentioned in Paragraph 9 IN THE EVENT of the Customer terminating this Agreement prior to the inspection survey and report of the Company’s surveyor, the Customer shall pay the Company 10% of the total contract price. However, after measurements by the Company’s surveyor this Agreement shall not be subject to cancellation and the full and total price shall become due. In all cases cancellation must be in writing to the Managing Director of the Company.