

SOUTHFIELD WINDOWS
TERMS AND CONDITIONS FOR THE SUPPLY AND INSTALLATION OF WINDOWS AND DOORS

BASIS OF AGREEMENT

1. "The Company" means Southfield Windows, Babbage Road, Totnes, Devon, TQ9 5JA
2. These conditions shall apply to all orders and contracts for the supply of windows and doors the "goods" and services by the Company. If the purchaser does not accept any of these conditions, then the Purchaser may cancel the contract without penalty within seven days of the date of the agreement.
3. All contracts shall be between the Company and the Purchaser. There shall be no separate agreement between the Purchaser and the Company's representative in regard to the goods or installation.

ACCESS AND SERVICES

4. The Company will be given access to the installation site by the Purchaser at all reasonable times for purposes connected with this contract (including measuring, surveying, installing, inspecting and servicing of the works.)
5. The Purchaser will ensure there is a mains electricity supply available for use by the Company at the installation site.
6. The Purchaser shall be responsible for insuring the goods on delivery to the installation site.

IMPROVEMENTS

7. Product development by the Company is continuous and the Purchaser shall have the benefit of any changes the Company makes to the design / specification of the goods or to the time of completion of the manufacturing process.

DELAY

8. If the work is not completed within the period stated in the contract, the Purchaser may require the work to be completed within such reasonable period as the Purchaser may specify (in general the Company would accept six weeks as being reasonable). If the work is not completed within such extended period the Purchaser may cancel the uncompleted work covered by the contract by the service of written notice to that effect on the Company. The Company recommends that the Purchaser sends this letter by recorded delivery. In such cases, the Purchaser shall be entitled to a refund of any monies which represent a payment for the installation of materials by the Company in excess of any work actually carried out by the Company. However, the Company shall not in any circumstances be liable for any delay in the work which arises from causes beyond the reasonable control of the Company.

CANCELLATION

9. The Company does all it reasonably can to ensure the price quoted by its agent at the time of the contract is correct. It is recognised that the installation is a made to measure service. The Company will arrange for a measuring technician to visit the Purchasers premises within twenty four days of the date of the agreement for the purposes of measurement and survey of premises, drainage and other services. If, following such a survey, it becomes apparent that the installation has been under-priced for a technical reason beyond the reasonable expectation of the agent, then the Company will inform the Purchaser within seven days of the date of the survey and both parties will attempt to agree a revised price for the installation. In the event that a new price cannot be agreed, then either party is entitled to terminate the contract, whereupon any deposit or other monies paid by the Purchaser will be repaid in full. The Company will not make any further payment to the Purchaser for any loss the Purchaser may suffer.
10. If the Purchaser knowingly withholds or conceals from the Company or its measuring technician any matter which may affect the price of the installation and which could not reasonably have been foreseen by the Company or discovered by a survey of the premises, drainage and other services when the Company may without limiting any other rights it may have on discovering any such matter be entitled to cancel the uncompleted work covered by the contract and the Purchaser shall pay the Company for all work done and materials supplied.
11. If the Purchaser has applied for finance through, or with the assistance of the Company, its servants or agents (and has marked the front of the contract accordingly) and if such application is refused then the Purchaser may cancel the contract within 10 days of the date of refusal and any deposit will be refunded in full.
12. Where contracts are negotiated away from the business premises, should the Purchaser be unhappy with the contract for any reason it can be cancelled and a refund of any deposit paid can be obtained by giving notice in writing addressed to the Company at Babbage Road, Totnes, Devon within seven days of the date on which the contract was signed. Deposits paid may not be returnable in full after this period. In the interest of certainty, the Company recommends that the Purchaser sends any cancellation by recorded delivery.

GUARANTEE

13. The Company hereby guarantees in relation to its replacement PVCu windows and doors that for a period of 10 years from the date on which installation of the goods is completed it will repair or make good any defects to the UPVC profiles or failed sealed units, unless such fault is the result of the Purchaser failing to follow the maintenance instructions as laid down in the maintenance guide. All moving parts including, friction stay hinges, window locking mechanisms and handles shall be guaranteed for a period of 5 years, unless any fault is the result of the purchaser failing to follow the maintenance instructions as laid down in the maintenance guide. The guarantee is given in addition to the purchasers other legal rights.
14. The guarantee runs from the date on which the installation of the goods is completed. No claim can be made on the guarantee until full payment is received.
15. If the Purchaser makes a claim under the guarantee for a fault which is the result of the Purchaser failing to follow the maintenance instructions then the Company shall be entitled to charge the Purchaser for all work done and materials supplied at its then current rates and prices.

EXCLUSIONS

16. The Company will do all in its power to install the goods in accordance with the contract. The Company cannot accept any responsibility, however for any faults in the installed goods or any damage to the Purchaser's property due to the installation which are caused by existing structural defects in the Purchaser's property and that were actually unforeseeable at the time of installation. The Purchaser is warned that the Company's installer may need to drive onto the Purchaser's premises to deliver the goods. The Purchaser is asked to notify the Company if he or she is aware that his or her driveway cannot take heavy loads.
17. Whilst greatest care is taken in installing the goods, in most cases it is inevitable that some damage to internal decor will occur, and the Company cannot be held responsible for this, except where it could have been avoided by exercising a reasonable level of care.
18. The Company cannot be held liable for minor imperfections within the glass and outside the scope of the visual quality standards of the Glass and Glazing Federation.
19. Where brass and chrome products are specified these products will be supplied with the manufacturers lacquer applied. With use, this lacquer will wear and so the Company will not guarantee the surface finish.
- 19a. Where UPVC profiles are used for door thresholds no guarantee can be made that the rubber gaskets will not damage if walked on. These thresholds are designed to be stepped over and not onto as they will damage if stepped on with frequent use. Aluminium thresholds are available for such use.
20. No guarantee, warranty or other representation is given by the Company concerning the incidence, prevention or elimination of condensation nor has its representative authority to give such representations or warranties. The Company guarantees that condensation will not take place between the panes of an undamaged sealed unit for a period of 10 years from the date of which the installation of the goods is completed. This guarantee does not cover accidental breakage which should be covered by the Purchaser's house insurance.

WHAT IS AND WHAT IS NOT INCLUDED

21. The removal and refitting of pelmets, curtain tracks etc. Is not part of the contract. If this service is required an extra charge may be made.
22. The removal of existing secondary glazing is not part of the contract unless noted and priced for in the contract. Where this is required and is not part of the contract an extra charge may be made.
23. Certain window installations may require some form of timber lining and window board. Where this is necessary, softwood will be utilised and left untreated.
24. All making good will be to a decorable condition but will not include any such decorating.
25. Where external making good is required, the Company does not guarantee to colour match.
26. All rubbish resulting from the installation of the Company's products will be removed from site unless the Purchaser asks the Company to leave them at the site. However, under no circumstances will the Company give any assurance that existing frames or glass will be removed in a condition for re-use.
27. Surveying, installations and service work are available on weekdays only (Monday to Friday excluding public holidays).

PAYMENT AND PRICE

28. The Purchaser shall pay the deposit shown overleaf on returning the signed Contract to the Company. Payment of the balance is due on satisfactory completion of installation of the goods. The installer or other Company representative is authorised to accept final payment by cheque made payable to Southfield Windows or signed finance documents on behalf of the Company. On occasions due to circumstances beyond the Company's control, and the nature of the material, it may be necessary to replace the glass after completion of the installation. Should this occur, then the Company will replace the glass as soon as reasonably possible and the purchaser is entitled to withhold a reasonable amount (we would suggest not more than 5% of the total contract price) from the balance of the contract price for each sealed unit to be replaced. Payment of any such sum retained is due on satisfactory completion of the work.
29. The Company may vary the price as a result of factors beyond its control by giving notice in writing to the Purchaser, provided that the Purchaser may forthwith cancel the contract and be entitled to receive a full refund if the increase is not acceptable to it.
30. If the payment is not made within 14 days of the date on which installation of the goods is completed the Company shall be entitled, without limiting any other rights it may have, to charge interest on the outstanding amount (both before and after any judgment) at the rate of 4% above the base rate from time to time of Barclays Bank from the date on which installation of the goods is completed until the outstanding amount is paid in full.
31. The goods shall remain the property of the Company until the contract price is paid in full.

GENERAL

32. In signing this contract the Purchaser is giving consent for the Company to use images of their property for marketing purposes.
33. If any of these terms is agreed by the parties to be illegal, void or unenforceable under any applicable law or if any court so decides, the offending term shall not apply to the contract.