

TERMS AND CONDITIONS

THE CONTRACT overleaf is made between the customer (hereinafter called "the customer" and G&B Windows (International) Limited (hereinafter called "the Company") and is subject to the following terms and conditions.

1. THE CONTRACT

The Customer agrees to purchase and the Company agrees to supply and install the goods as set out overleaf. All the terms and conditions between the Company and the Customer are contained in this contract and no oral or written agreements between the customer and any agent or representative of the Company mentioned in this contract shall be in any way binding upon the company.

2. VARIATIONS OR OMISSIONS

Any proposed variation of any clause of this contract shall be made in writing to the company but shall not be accepted by the Company unless a Director of the Company has agreed to the said variation in writing.

(a) No omission by the company whether by indulgence or otherwise or failure to enforce or delay in enforcing the Company's rights shall be construed as a waiver of the Company rights. The company will complete the contract and effect the installation as soon as reasonably practical. However the Company cannot be responsible for any loss or damage caused by the delays in manufacture or delivery of the goods or because circumstances beyond the Company's control. Provided that if the Company has not notified the Customer that the goods are ready for installation within 10 weeks of the date of the contract and the customer will be entitled to write to the Company's head office by recorded delivery giving notice of 28 days, notice of the customer's intention to cancel if the contract is not installed before expiry of such notice and the company will return to the Customer any deposit paid without interest.

(b) Any changes to the design of windows must be submitted in written prior to manufacture of windows and confirmation required from the Company. Verbal instruction to the Surveyor or any employee are not acceptable. All changes are only effective if signed by an authorised company representative.

3. Access

1 (a) The Customer agrees to give the Company's Surveyor access to survey the Customer's property on reasonable notice within 14 days of this contract or such further time as the Company may agree in writing. If the Company's surveyor has not been given access for this purpose within 30 days of the contract the Company may at any time thereafter serve written notice on the customer stating that the Customer is in default. If the Company is then not given access within 7 days then the Company shall forthwith be entitled to the full contractual for the goods and the customer shall be deemed to be breach of this contract.

(b) After the Customer's property has been surveyed the Customer must agree a confirmed installation date within 60 days so that the Company carry out the installation. If the Customer fails to allow the Company such access within a period of 60 days or such further time as the Company may agree in writing then and in such event the contractual sum immediately become due and payable to the Company from the Customer and the Company shall hold the materials for the installation at the company premises at the risk of the Customer.

2. The Customer agrees to allow the Company's service engineer and other agents access to the Customer's property at all reasonable times so that the company may carry out the necessary works from time to time within the grantee period. Such access shall be at time agreed by not less than 48 hours' notice with the company. In the event of the company's representative attending at the premises for the purpose of such access and it not being available due to the default of the Customer the Company shall be entitled to make a charge to the Customer of £60.00 plus VAT or such higher sum as the Company may from time to time elect upon giving not less than 30 days prior written notice.

4. REMOVAL OF EXISTING WINDOWS INSTALLATION AND BRICKWORK

(a) The customer shall be obliged to take all the reasonable steps to remove from the relevant rooms or as appropriate from the relevant area or parts thereof likely to be affected by the installation, particularly where removal of brickwork is involved, all and any furniture or other property and / or to cover all carpets or immovable furniture or furnishings or other property, as the Company will not be responsible for any damage caused to them.

(b) Whilst some damage may occur in the installation of the product but within those limits of the Company will use all reasonable care in the supply and installation of goods and demolition and remove any brickwork but in no circumstances whatsoever shall the company be liable in respect of any damage, or to make good any damage caused except that the Company will as part of the contract works included in the price make good the immediate area, but excluding any tiles, paint worker any finishes internally or externally.

(c) The customer shall arrange at their own cost, the following required works in order that the company may proceed with the installation.

(i) To remove and refit any electrical or other cabling.

(ii) To arrange the removal and refit by approved telecom engineers of British Telecom telephone boxes and cables.

(iii) To remove any television aerial or points and doorbells and wires.

(iv) To remove and replace internet, blinds and curtain fittings.

(v) To remove and refit radiators and other central heating installations.

(vi) All scratches pertaining to glasses, windows and doors must be reported within 48 hours of installation to the company in writing by recorded delivery or no claim will be entered into any circumstances.

5. THE PRODUCT

(a) In case of PVCu replacement units will be as British Standard Specifications. In case of fire (BS476, effects of sunlight BS2782 and weatherproofing BS86 and BS6375,

(b) The company may from time to time make improvements in the specifications of the product, in which case, the product may be supplied in accordance with such new specification by the Company warrants that any such specification will at least be equal those in use the data of this contract.

6. CANCELLATION BY CUSTOMER

This contract may be cancelled by the customer by giving written notice signed by the customer within seven days from the date the contract is signed by the customer provided that the customer shall pay 15% of the total cash price specified overleaf. Such written notice must be served upon the company by recorded delivery save as aforesaid or pursuant to clause 2(b) above, and save the provisions of the customer credit act 1974, if applicable, and the customer protection cancellation of the contract concluded away from Business Premises Regulation 1987, if applicable, this contract is not cancelled by the customer.

7. CANCELATION BY THE COMPANY

(a) This Contract is subject to approval of the Company's Surveyor, in the event of the Company wishing to terminate this contract after receiving its Surveyors Report it shall notify the customer in writing whereupon the customer's deposit shall be refunded in full without interest and any further obligation on part the company.

(b) If the Company's Surveyor deems that the price quoted by the Company for the installation of its products into the customer's premises has been given erroneously the Company reserves the right to terminate this Contract and shall refund the customers deposit in full without interest and any further obligations Department of the company.

8. PAYMENT

- (a) Subject as otherwise provided above payment of total price (less any deposit paid) shall be due immediately upon completion of installation. Any sum due but unpaid by the customer on the day following the date on which the same becomes due and payable will then carry interest at the rate of 2% per month calculated on daily basis the amount due until full settlement.
- (b) If any payment is not made on due date then in addition to our right the company may also charge the customer;
- (I) The cost of every reminder or demand for payment and collection costs including reasonable solicitors fees and any court costs.
- (ii) Any bank costs incurred by the company and any administration costs at the discretion of the company.
- (iii) Payment for fitting or installation are to be made to the independent titters and are subject to separate contract.

9. GRANTEE

Goods supplied by the Company are guaranteed subject to the following.

- (i) PVCu windows and door frames are guaranteed against any failure in welding joints and distortment in accordance with system supplier's recommendations for period of no longer than 10 years from contract date.
- (ii) Glass sealed units manufactured by ourselves are guaranteed for a period no longer than 5 years after the contract date for the failure for the hermetical seals, which may result in condensation.
- (iii) No Guarantee or warranty is given by the company concerning the occurrence prevention or elimination of condensation except between the panes of glass forming the sealed unit.
- (iv) This guarantee does not cover for breakages of gloss or scratches after the installation is completed.
- (v) All foiled products will carry a five year guarantee.
- Locking mechanism and hinges and all metallic moving parts are guaranteed for 1 year subject to regular maintenance by the customer. Cosmetic deterioration to handle, letter plate and door handler due to general wear and tear are not covered by the guarantee.
- (vii) All building work of any description will be guaranteed for a period of 12 months from the contract date in respect of workmanship; Inc. Sealant, Trims, Capping Beard, Windows Finishing etc.
- (viii) Stained glass and lead work are not guaranteed against fading or decolourisation.
- (ix) Door panels are guaranteed for a period of 12 months against wrapping and twisting.
- (x) Advise should be sought by the customer before attempting to attach fixtures and fittings tour around product supplied.
- (xi) The foundation under-building and Brickwork of conservatory structure is guaranteed against defects in workmanship for a period of 2 years from contract date for a further three years thereafter in respect of structural defects subject to:-
- (a) All works comply with current Building Regulations and or British standards.
- (b) All works are exactly as approved drawings.
- (c) All products are manufactured to relevant British standard and have been installed as per manufacturer's instructions.
- (d) The customer will have the benefit of any manufacturing guarantees that are in existence.
- (e) The company does not accept liability under this guarantee far design or specification faults.
- (f) Any claim under this guarantee must be accompanied by a professional report to substantiate the said claim.
- (g) All efforts to mitigate any loss must be made by the customer.
- (c) All professional fees and costs are to be borne by the customer in all claims.
- (iii) Conservatory roofing sheets of any description are not guaranteed against abnormal climate changes which may cause the structure of material used as breakdown in some way, also the guarantee does not cover for 12 months under normal climate conditions.
- (iv) All guarantees are given in good faith. However, if it is deemed after a visit from the company representative that our product has been misused, tampered or damaged in any way we will render the guarantee null and void, leaving any remedial work to be carried out at a u pre-arranged fee, which shall be payable before any work commences.
- (v) Any failure of material under the terms of this guarantee will be replaced at the company's own discretion.
- (vi) This guarantee is non-transferable and no claim will be accepted from any third parties where no privity of contract exists.
- (vii) The above guarantees are void if any money due under the contract remains outstanding after installation.
- (viii) All claims and complaints to be submitted to the company in writing and must be accompanied by a copy al the contract and any professional reports stated. Normal wear and tear due to usage's not covered under this warranty.
- (ix) Callouts more than 1 year after date of contract will incur a callout charge.

10. PASSING OF PROPERTY

All the products shall remain the property of the company until the total price inclusive of any interest has been settled, in full by the customer to the company under this or any other contract.

11. PLANNING BY LAW AND REGULATIONS

The Customer shall be responsible at his expense for ensuring that all and any consents or permissions necessary for the supply and installation of the product are obtained and or that the supply and fitting of the products complies with and /or does not contravene on applicable planning law. By-law, Restrictive covenant, Easement, Freeholders or Freeholders interest another relevant restriction, rule or regulation and the customer agrees to use his best endeavours to obtain these as quickly as possible contacts upon this basis only and the customer agrees to indemnify the company in respect of the work carried out by the company.

12. TIME

Although time is not the essence of this Contract the work will be commenced as soon as possible but the company will not be liable for any damage in respect of any delay in delivery or installation.

13. SEVERANCE

In the event that any clause of the contract held by a competent court to be illegal, invalid or unenforceable then the remaining clauses and sub-clauses shall remain in full force and effect.

14. LAW

This contract shall be governed in accordance with the laws of England and the parties hereto submit to sole jurisdiction of English Courts.

15. MISCELLANEOUS

Where the customer is more than one person all obligations under this Contract shall be joint and several. Any references to masculine shall include references to the feminine and vice versa.