

Contract Terms and Conditions of Sale to the Public for Creative Windows & Doors LTD

1. Once our quotation has been accepted, we will require a 50% deposit, then the client will be required to confirm and sign the drawings before the items to be placed into production. Contracts that exceed £2000.00 will be required to place 50% deposit at first production then a further 25% required upon delivery to site/stores (before installation) Then remaining balance (25%) due on completion.
2. Where contracts are negotiated away from our business premises – If you are unhappy with your contract for any reason it can be cancelled and a refund of the deposit can be obtained by taking or sending a letter to us at 7 Nork Way, Banstead, SM7 1PB sent within seven days following the date on which the contract was signed. The cancellation form at the end of these terms and conditions may be used for this purpose. In the interest of certainty, we recommend that you send any cancellation by recorded delivery.
3. Following any survey which reveals significant unforeseen additional works being required at an extra cost to you on your property being unsafe or unsuitable for the work to be carried out, both you or we have the right to cancel the contract. The survey would take place at a time agreed by you and us, but no later than 14 days after the signing of the contract. In event of no agreement being achieved refer to clause 1. In the above event you will be provided with full details of the survey findings and any deposit will be returned to you.
4. (a) You will allow installation to commence within the estimated installation period. If within 3 weeks of the end of the estimated installation period, you are unable to accept an appointment for installation, 80% of the purchase price is then payable and installation or delivery will follow as soon as is reasonably practicable by agreement between us. (b) If the work is not commenced within the estimated installation period stated on the contract, you may write to us, requiring the works to be completed within eight weeks or some other period agreed (preferably in writing) between you and us. If the work is not completed within this extended period, you may cancel the outstanding work covered by the contract without penalty to yourself by sending us a letter advising us of your wishes. We recommend that you send this letter by recorded delivery. In addition, you will be entitled to a refund of any monies which represent a payment for the installation of materials by us in excess of any work actually carried out by ourselves. However, if we carried out any works to a value which exceeds any payment made by you we will be entitled to a payment of the difference. In the event of cancellation, you are entitled to deduct any addition amount which can be shown if you have had to pay more than the purchase price to others to complete the installation. In any of the above cases the value of the work will be agreed by you and us. In the event of no agreement being achieved refer to clause 1. (d) If installation is cancelled within 48 hours of scheduled date then a charge of £400 installation fee will be applied to your invoice. (e) Should access be denied or installation obstructed (example Scaffold/building works/materials) then a £400 installation fee will be applied your invoice.
5. We shall retain ownership of all goods which have been fixed to your property; until the purchase price has been paid.
6. (a) We will remove and dispose of all replaced existing doors, windows and/or frames unless you ask us to leave them on your premises. (b) Under no circumstances will the company be liable to replace, repair or redecorate any internal or external decorative finishes including ceramic tiles, wallpaper or other special finishes immediately surrounding the products installed. The company will not be liable to match exactly any render, shingle or brickwork.
7. You, the client or a representative MUST attend site to complete and sign our handover/signoff form on the final day of installation – failure to do so will still require full outstanding balance to be settled. Any outstanding items will need be emailed to r.brown@creative-windows.com within 48 hours of install and notice of any outstanding/snag items are to be completed within one week after installation. If access cannot be granted within 1 week then the remaining balance will be due but leaving 50% retention until the outstanding snags are completed.
8. (a) Regarding the quality of the goods and/or services; A Fensa certificate will only be issued on replacement windows and doors – any new builds/extension's will full under your building regulations provided by your independent inspector. We guarantee to repair where we deem it to be practicable and appropriate, and if not, to replace free of all charges of labor and materials, any product including any insulating glass unit which develops a fault, (including condensation between glasses of the units) and the construction of the base of a conservatory if included in the installation, due to defective materials or workmanship within 10 years of the date of installation. You must notify us of any claim under the terms of this guarantee within 28 days of discovery of the fault, preferably by sending a recorded delivery letter. (b) Despite the fact of your statutory rights remain unaffected the guarantee does not extend to * minor imperfections within the glass and outside the scope of the visual quality standards of the glass and glazing federation; *Damage to misuse, neglect or lack of maintenance by you, or from cause beyond our control, (for example fire, flooding, civil disturbances, criminal damage or acts of war) Specialist terms installed, for

example electrical ventilators, batteries etc, where the manufacturer's normal guarantee will apply. *Any work(s) carried out by others associated with this installation or to those parts of the installation affected by work(s) by others, other work(s) carried out by this company or its employees and sub-contractors. *Any condensation which appears on the outside of the panes of glass.

9. Nothing in these conditions will reduce your statutory rights relating to faulty or mis-described goods and services. For further information about you statutory rights contact your local Trading Standards Department or Citizens Advice Bureau.

CONTRACT CANCELLATION FORM

(Complete, detach and return this form ONLY IF YOU WISH TO CANCEL THIS CONTRAT)

To: Accounts Head office, 2 The Dene, South Cheam, Surrey, SM2 7EG

I/We* hereby give notice that I/We* wish to cancel My/Our* contract (*Delete as appropriate)

Name.....

Address.....

.....

.....**Postcode**.....

Signed.....

Print name.....

Date.....

Creative Windows & Doors Ltd – Terms and conditions for guarantees

('the Company')

1. Shall execute the works on the following terms and conditions, which are incorporated into the contract between the Company and the customer and the acceptance of the Company's quotation will signify acceptance of these terms and conditions.

2. The Company shall comply with and give all notices required by any statute, any statutory instrument, rule or order or any regulation or bye-law applicable to the works and shall pay all fees and charges in respect of the works legally recoverable from it.

3. The Company shall complete the works in accordance with this quotation with due diligence and in a good and workmanlike manner using materials and workmanship of the quality and standards therein specified.

4. The Company shall use its best endeavours to complete the works within any period of time specifically agreed in writing between the Company and the customer, but this will not form the basis of the contract and the Company shall not be liable for any delays caused by reasons beyond its reasonable control, including but without prejudice to the generality of the foregoing, inclement weather and delays in obtaining materials from suppliers.

5. In the event of any variation to the works by the customer, either orally or in writing, this variation will be confirmed by the Company in writing and unless the order is rescinded within seven days shall be treated as confirmed.

6. Wherever possible a quotation will be given for any additional works or variations to the contract, but otherwise will be charged at a fair price based on the variation.

7. The Company will not be liable to the customer for any unforeseen site conditions not apparent at time of survey and without opening up the existing structure or groundworks.

8. If on installation the building is found to have any structural defects, infestation or other serious defect the Company shall inform the customer accordingly and agree to postpone the works until the customer, at the customer's expense, has rectified the problem.

9. In the event of any such postponement the Company shall be entitled to be paid for all materials on site.

10. All materials and equipment on site which form part of the contract works shall remain the property and be in exclusive possession of the Company until such time as the contract sum has been paid in full.

11. Value Added Tax will be charged at the rate prevailing at the time of completion of the works.

12. The Company shall be entitled to payment as follows and as detailed in this quotation:

- A. Deposit with order
- B. Stage payments
- C. Balance in full on completion of work

13. The Company shall be entitled to charge interest on all outstanding monies at the rate of 5% over Bank of England Base rate prevailing at the time the monies are due.

14. In the event of any dispute arising during the course of or subsequent to completion of the contract the customer will not be entitled to withhold payment in excess of an amount representing a reasonable valuation of the work required to rectify or replace any allegedly defective works which are the subject of the dispute.

15. The quotation includes for essential making good after fitting/installation but does not include for redecoration and ancillary works such as refitting curtain rails, alarms, telephone points etc.

16. In addition to its statutory obligations the Company guarantees the works against faulty materials and workmanship after installation as follows:

- a. Hardwood and PVCu extrusions and vacuum formed panels are guaranteed not to discolour or degenerate structurally for a period of ten years
- b. Sealed double glazed units are guaranteed not to form condensation within the cavity for a period of five years
- c. All mechanical parts such as locks, hinges, handles etc that are subject to wear and tear are

guaranteed against malfunction under normal use for a period of one year
Company guarantee terms and conditions e.g. a. Hardwood and PVCu extrusions and vacuum
formed panels are guaranteed not to discolour or degenerate structurally for a period of ten years

17. This guarantee is conditional on the works being adequately and properly maintained and does not cover any physical damage caused by misuse, impact, abrasion, or cleaning with a non-proprietary chemical. Please read our Cleaning and maintenance guide on our website. www.creative-windows.com

18. Notice of any claim under this guarantee must be made in writing to the Company within fourteen days of the alleged defect becoming apparent.

19. This guarantee is not transferable unless requested in writing and agreed to by the Company, and is subject to an administration fee, which will be advised by the Company at the time of the request.