

Window Wise (Sussex) Ltd

TERMS, CONDITIONS AND WARRANTIES OF SALE TO THE PUBLIC FOR HOME IMPROVEMENT AND CONSERVATORY INSTALLATIONS

Conservatory Wise is a trading name for Window Wise (Sussex) Ltd

• Code of Ethical Practice

Window Wise (Sussex) Ltd supports the GGF Code of ethical Practice as promoted by the Glass and Glazing Federation and undertakes to work within the guidelines of this and any other GGF Code of Practice. A copy of the Code is available at our Office. In the case of any dispute arising we will provide details of the GGF's Arbitration Scheme administered by the Chartered Institute of Arbitrators.

• Deposits

You are advised that we are a GGF member and in the event of a GGF member failing to commence a contract for the supply and/or installation and/or repair and/or maintenance of glazing products in domestic premises in the United Kingdom, the Channel Islands and the Isle of Man as a result of insolvency any private individual who has placed a deposit with a GGF member is insured by Commercial Union Assurance Co PLC ('CU') for the loss of that deposit up to an amount not exceeding:

a) for a supply and/or installation Contract: 25% of the Contract price or £2,500.00 whichever is the lower.

b) for a repair and/or maintenance Contract: 100% of the Contract price or £500.00 whichever is the lower

Provided that a claim is made in writing within ten months from the date of insolvency to CU's agents, GGF Fund Ltd, 44-48 Borough High Street, London SE1 1XB, who will issue a voucher to the relevant amount which may be used in part payment for a replacement contract of similar content with another member of GGF Fund Ltd. A specimen copy of the Policy detailing the terms, conditions and exclusions and the rules of the scheme, may be obtained from GGF Fund Ltd.

1. In the Conditions set out below any reference to 'the Company' refers to Window Wise (Sussex) Ltd and any reference to 'the Customer' refers to the persons signing the agreement overleaf.

2. Confirmation of the Contract is subject to a detailed survey by the Company; this will be completed within 10 working days of the date indicated on the contract. The company may in consequence at their absolute discretion and without stating any reason cancel the contract, which shall become null and void. Under such circumstances any deposit paid by the Customer will be returned in full by the Company.

3. If you, the Customer, are unhappy with your Contract for any reason, it can be cancelled and a full refund of the deposit can be obtained by giving notice in writing addressed to Window Wise, 3a & 4 Commercial Square, Haywards Heath, West Sussex RH16 1DW within 7 working days of the date of which the Contract was signed. In the interest of certainty it is recommended that any cancellation notice is sent by recorded delivery. Upon receipt of such an instruction the Company will accept cancellation and refund the full deposit.

4. This document includes the full terms of the Agreement and no representation, warranty statement or undertaking whether oral or in writing shall be capable of being treated as forming part of this Contract unless the same shall be in writing and signed by both the Customer and the Company.

5. The Company pursues a policy of continual improvement and development and reserves the right to make minor variations to specifications.

6. Any known defects in the building shall be brought to the Company's notice by the Customer and remedial work discussed. Particular attention should be made to existing cavity trays and lintels above the windows and doors to be replaced, as once the units have been installed the fabric of the building and the efficient functioning of such trays is not covered by the guarantee.

Any defects noticed by the Company's representatives should be remedied before the installation, or agreement should be obtained to remedy such faults upon installation. The cost of such work as is deemed necessary is not included in the original cost of the contract unless specified.

7. The Company guarantees the products and workmanship for a period of ten years from the date of installation in accordance with the guarantee conditions. No further guarantee Warranty of Representation is given to the products or workmanship by the Company other than the independent underwritten ten-year guarantee issued by the Insurance Guarantee Association.

• Any justifiable complaint should be notified immediately to the Company and confirmed in writing within 7 days.

• Only products and workmanship supplied directly to the customer will be covered by the guarantee. No right of transfer to any third party is accepted, except where the goods have been sold to the owner of the building and become attached as a permanent fixture, the guarantee shall apply to subsequent purchasers of the building within the confines of the terms and conditions of the guarantee.

• The Company agrees to replace or repair free of charge any materials,

products or workmanship which develop a fault on the following basis:
a) Only products and workmanship supplied by the Company to the Customer and settlements received in full by the Company shall be covered by the guarantee. Where no payment has been received or if payment has only been partly made, then the guarantee shall be partially suspended.

b) In respect of PVC-U door panels and all standard ironmongery fittings which become defective within five years of purchase. Any items of brass, all letter plates and catflaps are only covered for one year.

c) Where the customer has specified the use of a 'non-standard' product, the Company reserves the right to revoke the guarantee of liability on the part of the Manufacturer or Supplier of the specified product as is appropriate (N.B. for the avoidance of doubt any 'non-standard' product will be clearly indicated on the contract)

d) Specifically excluded from the guarantee are defects arising either directly or indirectly from Misuse (whether accidental or wilful), fair wear and tear, accidental or deliberate damage (however caused), leakage or failure due to excessive abnormal weather conditions (e.g. storm water flood etc.), Settlement or other problems that may arise within the structure of the main building or other conditions to it.

e) Any replacements made under the guarantee may vary from those originally supplied and may be subject to variation to the produce, design and specification at any one time. Statutory rights remain unaffected.

8. The Customer will be advised by the Company of the intended date or dates for delivery and installation. Such date or dates will be mutually agreed. The Customer will be responsible in providing reasonable access to enable the installation to be completed. If within four weeks of the customer being advised or the intended date or dates for installation, such dates can not be mutually agreed then 50% of the outstanding balance will become payable to the Company with the final balance payable once the installation dates have been mutually agreed and the installation is completed.

9. The Company will use their best endeavours to ensure that all materials used will be of good acceptable quality under the guidelines of the Sale of Goods Act but complete absence of minor blemishes, minor scratches, die lines and imperfections is not possible.

10. The Company cannot guarantee that condensation will be eliminated, reduced or prevented by the installation of its units (except to that between the glasses of sealed units).

11. Where openings deviate from the square and level, they will be corrected by such means as are deemed by the Company to be appropriate in the particular case. Aluminium windows and doors will be fixed to a hardwood timber frame unless otherwise specified. PVC-U windows and doors will be fitted direct to the brickwork or the fabric of the building. Where hardwood products are installed the Company will not accept liability for faults which subsequently arise from neglect by the Customer to apply a coat of recommended preservative once yearly to external surfaces. Interior timber will be softwood unless otherwise specified and will be primed only.

12. Every reasonable precaution to protect property in which they are working will be taken by the installers and they will endeavour to leave property clean and tidy. All reasonable care will be taken to prevent damage to internal and external tiles, plaster, rendering, brickwork and decorations.

The Company shall not be responsible for removing or replacing wires or cables; therefore the Customer should ensure that these are removed prior to the start of the installation.

13. The removal and replacement of curtain tracks, blinds and pelmets unless included as a charge noted in additional information, are the responsibility of the Customer.

14. The Company will accept no responsibility to refit Customers carpets or other floor coverings.

15. The Company undertakes to make good adjacent to new frames providing the existing fabric is in sound condition (excluding decorations).

16. Interior window boards will not be supplied or replaced unless specified on the Contract.

17. The withholding of any balance due to the Company shall be permissible only in connection with any substantial defect notified in writing to the Company within 14 working days of completion of the work. Any amount being withheld should be proportionate and relevant to the nature of any complaint, unsatisfactory product or workmanship.

18. In the event of non-payment for any reason other than completion of work, interest on the amount due will be payable to the Company at a rate of 5% per annum above the base lending rate of Barclays Bank PLC from the date of completion to the date of receipt by the Company.

19. Pattern glass obscuration and privacy. When patterned glass is being used to provide privacy the degree of obscuration is important. Where obscuration is the main requirement it is advisable to see a sample of the glass before making your choice. However as a guide all Pilkington pattern glasses are given an obscuration classification.

20. No undertaking can be given that the Customer's existing doors, windows and/or frames can be removed so as to be fit for re-use or any other purpose. The Company undertakes to remove all rubbish and debris from the site of installation.