

Window Wise (Sussex) Ltd TERMS, CONDITIONS AND WARRANTIES

1 Code of Good Practice

Window Wise (Sussex) Ltd (co. reg. no. 3045315) is a member of the GGF (Glass & Glazing Federation) and as such we choose to support the GGF Code of Good Practice as promoted by the Glass and Glazing Federation and undertake to work within the guidelines of this and any other GGF Code of Practice. A copy of the Code is carried by our representative and/or is available at our office and showroom. In the case of any dispute arising we will provide details of the GGF's Conciliation Scheme administered by the GGF.

2 Deposits

Information about the scope of the operation of the GGF Deposit Indemnity Fund that is set out in the blue leaflet GGF Insurance Backed Guarantees that you should have received with the contract if you are private individual(s) customer(s). A further copy of such leaflet may be obtained either from our office or from GGF Fund Ltd, 40 Rushworth Street, London SE1 0RB tel 0207 939 9100.

3 FENSA

Window Wise (Sussex) Ltd is a FENSA (Fenestration Self Assessment Scheme) registered company self certifying the necessary compliance with regard to current building regulations. A certificate of compliance will be issued to you, direct from FENSA within four weeks of the installation being completed.

4 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 3a & 4 Commercial Square, Haywards Heath, RH16 1DW, to be received by us within seven days following the date on which the contract was signed. It is recommended that you send any such cancellation letter by recorded delivery. Upon receipt of such an instruction the company will accept cancellation and refund the deposit in full.

5 Confirmation of the contract is subject to a detailed survey by the Company; this survey will be completed within 12 working days of the date indicated on the contract. The Company and the customer may in consequence, by providing a valid reason in writing, 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.

6 **a** The installation should be allowed to commence within the estimated installation period (as detailed on the contract). If within 6 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 the installation or delivery then will follow as soon as is reasonably practicable by agreement, with the remaining 20% balance payment due on completion of the work.

b If the work is not commenced within the estimated installation period stated in the contract, you may contact us, requiring the work to be completed within six weeks or any other period agreed (preferably in writing). 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 a letter advising 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 work to a value which exceeds any payment made by you we will be entitled to the payment of the difference. In the event of cancellation, you are entitled to deduct any additional amount which can be shown if you have to pay more than the purchase price to others to complete the installation. In the event of no agreement being achieved refer to clause 1.

c Window Wise (Sussex) Ltd shall not be liable for any delay in the completion of the work which arises from causes beyond our control (for example fire, flooding, civil disturbances, strike action by others, criminal damage and acts of war).

d You or we are entitled to cancel this contract in the event of any serious breach of contract by you or us (for example as in 5b, refusal to comply with the Building Regulations or refusal by us to carry out a reasonably required correction of defects).

7 The balance of the purchase price is to be paid when you are reasonably satisfied that the products have been installed in accordance with the terms of the contract. Retention or part retention of the balance for any reason should be notified to the company in writing, a disproportionate, unjustifiable retention is not acceptable.

8 Window Wise (Sussex) Ltd shall retain ownership of any goods which have not yet been fixed to your property, until the purchase price has been paid in full.

9 Any known defects in the building shall be brought to the company's notice by the customer and the appropriate remedial work will need to be 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.

10 **a** All existing doors, windows and/or frames replaced and all associated debris and rubbish will be removed unless you ask us to leave them on your premises.

b Window Wise (Sussex) Ltd will only be liable for any damage caused to your property which occurs during the completion of the contract and only if such damage was caused by us by not exercising reasonable care and skill.

11 **a** Regarding the quality and description of the goods and/or services:- Window Wise (Sussex) Ltd guarantees to repair where deemed to be practicable and appropriate, and if not, to replace, free of all charges for labour and materials, any product including any insulated glass unit which develops a fault, (including condensation between the 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 ten 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 us a recorded delivery letter. Only products and workmanship supplied directly to the customer by Window Wise (Sussex) Ltd will be covered by the guarantee. No right to 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, by chargeable transfer and written notification shall then apply to the subsequent purchasers of the property within the confines of the terms and conditions of the guarantee for the remaining term of the guarantee from the original date of installation.

b Despite the fact that your statutory rights remain unaffected, this guarantee does not extend to:-

i Defects arising either directly or indirectly from misuse (whether accidental or wilful), fair wear and tear, accidental damage (however caused) leakage or failure due to excessive abnormal weather conditions (e.g. storm water flood etc.), settlement or other associated problems that may arise with the structure of the main building or other conditions to it.

ii Minor imperfections within the glass and outside the scope of the visual quality standards of the GGF or the spontaneous breakage of glass by thermal stress fracture or howsoever caused.

iii Damage due to misuse, neglect or lack of maintenance by you, or from causes beyond our control (for example fire, flooding, civil disturbance, criminal damage or acts of war).

iv Specialist items installed, for example electrical ventilators, batteries etc., where the manufacturer's normal guarantee will apply, usually for a period of one year. Electrically operated conservatory roof vent motors are covered for a period of five years.

v In respect of PVCu door panels and all standard ironmongery fittings which become defective after five years of purchase. Any items of brass, all letter-plates and cat flaps are only covered for one year.

vi Any work(s) carried out by others associated with this installation or to those parts of this installation affected by work(s) by others, other than work(s) carried out by this company or its employees and sub-contractors.

vii The company can not guarantee that condensation will be either eliminated, reduced or prevented by the installation of its units other than that between the two pieces of glass forming the sealed units. Any replacement made under the guarantee may vary from those originally supplied and may be subject to variation and modification to the original product design and specification. Replacement components changed under the terms of the guarantee will only be covered for the remaining term of the original guarantee.

viii Conservatory base-work attributed to subsidence.

12 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. PVCu 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.

13 Every reasonable precaution to protect property in which they are working will be taken by the installers and they will endeavour to leave the 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.

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

15 The company will accept no responsibility to cut or refit customer's carpets or any other floor coverings.

16 The company undertakes to make good internally and externally adjacent to new frames providing the existing fabric of the building is in sound condition (excluding decorations).

17 Interior window boards will not be supplied or replaced unless specified on the contract.

18 The Company pursues a policy of continual improvement and development and reserves the right to make minor variations to specifications. Sample windows and doors are intended to demonstrate the workings of a typical window/door and the materials to be used. The windows manufactured to complete an installation may have minor and technical changes which are unavoidable deviations from the original specification.

19 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 days of completion of the work. Any amount being withheld must be proportionate and relevant to the nature of any complaint, unsatisfactory product or workmanship.

20 In the event of non-payment for any reason other than non-completion of the work, interest on the amount due will be payable to the company at a rate of 3% per annum above the base lending rate of Barclays Bank PLC from the date of completion to the date of receipt by the company.

21 Pattern glass obscurity and privacy:- When patterned glass is being used to provide privacy, the degree of obscurity is important. Where obscurity 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 obscurity classification.

22 No guarantee can be given against minor blemishes and imperfections in clear glass.

23 This document includes the full terms of the agreement. If any amendments to this contract are required it is preferable they be confirmed in writing by the customer and an authorised representative of the company.

24 Nothing in these conditions will reduce your statutory rights relating to faulty or misdescribed goods and services. For further information about your statutory rights contact your Local Authority Trading Standards Department or Citizens Advice Bureau.