

## Terms and Conditions

1.
  - (i) This contract is a firm and binding contract between Windows Plus (G & J Hamptons Limited) and the named customer, and is not subject to cancellation with the exception of clauses 1(ii), 1(iii) and 9 below.
  - (ii) In the event that the surveyor's report recommends that proposed installations cannot be carried out successfully and/or is misquoted by the company estimator's, the company reserves the right to cancel this contract.
  - (iii) It is agreed that cancellation of the contract prior to installation will be considered only if the company are reimbursed full expenses incurred up to the time of cancellation, plus full compensation for gross profit anticipated upon completion of installation.
  - (iv) In the event that the customer needs to change the installation date within 5 working days of the work commencing then a charge of £360.00 per work days booked for would need to be paid by the customer immediately to cover the labour costs incurred.
2. The company gives assurance that all components used are high commercial quality, and shall be subject to manufacturer's guarantee. The company however, cannot guarantee the installations will eliminate condensation.
3.
  - (i) Company employees shall be afforded reasonable access by the customer to the designated property(ies) in order that installations may be completed. This should allow access to water and an electric supply. Access to refreshment and toilet facilities are to be supplied by the customer where possible. In the event that an appointment has not been confirmed by the customer to commence installation WITHIN 4 WEEKS of being advised that company products are ready, the balance of the purchase price becomes payable immediately, which shall be subject to interest charges detailed in clause 4 below. If the site is not ready for installation to commence on the agreed date, then a charge of £402 per day will accrue until work commences for incurred costs to Windows Plus due to labour charges.
  - (ii) Work is planned by the company and shall be completed in the order that the company sees fit unless previously agreed with the customer prior to work commencing.
4.
  - (i) Interest shall accrue on any balance remaining outstanding after completion of installation, and shall be prevailing rate, chargeable to the customer by their bankers.
  - (ii) Unless finance facilities have been agreed, payment of any balance outstanding upon delivery of completion of the installation shall be due immediately, delayed payment shall be subject to interest charges detailed clause 4(i) of the schedule, unless otherwise agreed. Faults covered by company guarantees shall not be accepted as valid reason for non-payment of outstanding balance, nor for refusing to sign company finance documents.
  - (iii) Should skirting board be required for an installation requiring build work, then payment is due prior to the skirting board being fitted, and on completion of the remainder of the works.
  - (iv) If payment has not been received within 60 days of date of completion of installation then debt recovery will commence, and the customer will be charged 20% of the overall value of contract in addition to contract value.
5. Should any damage occur to plaster, brick work, rendering or floor installation, the company repairs any such damage. This guarantee shall not apply to specialised finishes or surrounding wallpaper, tiles, roof tiles, all floor finishing, paint, pelmets, blinds or curtains unless expressly stated, in writing, by the company at the time of installation, nor shall the company accept responsibility for damage if its caused by structural or other affects in the property (ies) at which time installation(s) is/are carried out. Settlement hairline cracks will not be filled or repaired unless they would be deemed as beyond acceptable. The company will use dust sheets to protect customer's property if the customer feels any further protection is required then the customer is to provide this. If any damage occurs due to lack of protective coverings (internally or externally), then this would be at the cost to the customer. The company would be of the opinion that on any aperture requiring new frames the correct structural intel will be in place. Any issues arising from incorrect structural support would not be accountable by the company.
6.
  - (i) Specification A+ = BFCR Cert No. 5262 BFCR rating band A with a maximum 25 year (lifetime) warranty, during which time the company shall repair or replace free of charge any defective products with their modern day equivalent, providing a claim is written claim is submitted within 14 days of the fault arising by the customer to the aftercare maintenance department, failure to do so will result in the lifetime warranty becoming invalid. After 5 years a minimal chargeable maintenance service will be required to be taken up by the customer to validate the 25-year warranty, and this will be the responsibility of the customer to request this at the time when due. Failure to request the maintenance service will limit areas of the lifetime warranty due to possible degradation of product. This guarantee in no way affects the customer's statutory rights. Specification A is the same product without the lifetime warranty, and comes with a standard 10-year frame, 5-year glass and 1 year working mechanism warranty.
  - (ii) Aftercare maintenance department have a 24-hour reporting line for any faults which should arise. Their working hours are 8.00am-4.30pm Monday to Friday and will only be able to attend any maintenance calls within these hours. The aftercare department will also be closed during bank holidays and annual shutdowns. Should a fault occur outside of these hours the company are not liable for any costs incurred by the customer to rectify an issue which would be covered under the warranty, and would not reimburse the customer.
  - (iii) Aftercare maintenance appointments will be confirmed to the customer for morning or afternoon, and should the customer not be present when the aftercare maintenance attends then the request will be cancelled until contact is made by the customer, and a charge may occur.
  - (iv) The company give an insurance backed warranty on all installations except for single doors (unless fully glazed) & new build installations, as per FENSA guidelines. A warranty is available for single doors at a cost of £30.00 and must be requested by the customer, this would be an optional charge made at the request of the customer, this however does not affect your lifetime warranty issued direct by Windows Plus.
  - (v) The company cannot guarantee that existing doors or windows removed for replacement purposes will be fit for further use.
  - (vi) Any claim by the customer against the company arising from damage caused during installation must be in writing, and submitted to the company within 7 days of installation being completed. Should you accept a reduction of 2% or more of your overall cost for compensation of products or service, you waiver your 25-year parts and labour warranty, as you are accepting you are purchasing faulty products or a lesser service at a reduced cost.
  - (vii) All products covered by the 25-year warranty will not be covered for nature occurrences, these will only be covered in relation to suppliers' warranty specifications.
  - (viii) The 25-year warranty is given to the person named on the contract and not the property to which work has been undertaken, this is non transferrable
7.
  - (i) The customer shall be responsible for ensuring that planning permission necessary for installation, has been obtained, and the specifications comply with all relevant regulations. If building regulations are required, then the customer is responsible for informing the company and the company will decide which governing body is suitable for purpose.
  - (ii) The customer shall be responsible for ensuring that any special requirements are correctly and clearly defined on the contract and survey.
  - (iii) If new build/commercial work has been noted then FENSA/QNA certificate is not relevant for installation.
  - (iv) Electrical works are contracted relevant to the electric supply being in good order and to a standard minimum of 17<sup>th</sup> addition. Installation will require only standard internal cabling with a standard path of cable installation, armoured cable/sub board installation will carry additional costs. The customer shall be responsible for removing any floor finish that is required to be removed, if it is requested to be removed, there will be an additional charge. Reinstallation will not be offered; quotes will be supplied to upgrade the existing supply to the relevant current standard. In the event this is refused, documentation will be recorded until the required works carried out and a re-test charge will be applied. A Part P certificate can only be supplied once all electrics, including current installations, is completed and approved.
8. The customer and company shall apply its best endeavours to ensure that the estimated time of delivery of products is met or improved, but it is accepted that in the event of unforeseen circumstances, later installation may occur. If any unforeseen issues occur during installation, and the estimated completion time is exceeded compensation cannot be requested due to this.
9. This contract is legal and binding, and consideration for variation or cancellation with the exception of provision outlined in clauses 1(ii) and 1(iii) shall be given on receipt of a written request from the customer within 14 days of the contract being signed. Variation or cancellation may be agreed on by a duly authorised representative of the company, and shall be in writing.
10. All goods supplied remain the property of the company and can be removed until payment is made in full. Upon signing this contract, the customer gives the company access to their property at any time deemed fit by the company to remove any items which have not been paid for, on the proviso that the property is left in a secure state (not returned to its original condition).
11. If advertisement discount has been applied overleaf, it entitles Windows Plus to use your installation for inclusion in marketing material and for siteboards to be appointed and left in situ for no less than an 8-week period.
12. The company take all reasonable measures to safeguard your information. However, we cannot guarantee the security of any information that is transferred from you or to you via the internet. We may share your data with governing bodies in relation to compliance with installation regulation and insurance backed guarantees. The company will also use your information for relevant contact only and also to identify you and any account you hold with us.

13. For a porch on the front of a building to be exempt from building regulations, the porch must be less than 3m<sup>2</sup> internal dimensions, separated from the habitable parts of the dwelling by external thermally broken windows/doors and any heating/cooling system must have independent controls/thermostat.
14. All surveys are videoed, and all videos are stored on the customer file should there be any questions in relation to the survey or installation.