

# Terms and Conditions

1. This document is intended to contain all the terms upon which the purchaser agrees to purchase the product described overleaf from the company. Any additional terms conditions or verbal agreement should be written down for clarity and signed by the purchaser and the company representative.
2. The purchaser shall grant the company's representative reasonable access to the premises for the purposes of taking measurements, and to enable installation as soon as advised that the products are ready and will notify the company of a suitable appointment for installation. In some cases the company may need to site skips, ladders, scaffolds or vehicles on the premises in order to complete its contractual obligations. The purchaser agrees to supply at no cost to the company to provide such electricity, gas, water or other services to enable the company to complete the installation and if necessary any remedial works. In the event of access being required to neighbouring land it is the purchasers responsibility to ensure that access is granted and the company shall not be held liable for any delays arising out of the purchasers inability to gain such access.
3. As soon as practicable the company will arrange for an appointment for detailed measurements of the proposed works to be taken by a representative of the company so that the company can satisfy itself of the 1. technical viability of the work, 2. compliance with current laws and regulations and the appropriate of the price in the light of these two points. The survey will be carried out at the earliest opportunity and not later than 21 days after the date of this agreement. The time limit in this clause are subject to access being provided in accordance with clause 2 of this agreement.
4. The company agrees to supply the products at the price specified in the agreement subject to the surveyors approval of the feasibility of works and correctiveness of the price. In the event of any modification to the works or the price being required due to the survey, Within 14 days of the survey the company will either cancel or send the purchaser a written notice explaining the reason for any modification to the works or the price. For example the reason may be due to additional building works such as new lintels, legal requirements or the discovery of asbestos related materials which had not been identified at the time of the original viewing. If the customer does not except the proposed modifications within 14 days of their notification the contract will be cancelled.
5. If the contract is cancelled in accordance to the purchasers rights or clause 4 of the agreement any deposit will be returned to the purchaser in full.
6. If the deposit is not paid in accordance to clause 5, It shall be held against any charges arising under clause 7 where they apply, or in partial settlement against the balance payable on completion.
7. If the purchaser cancels the contract otherwise than in accordance with these terms and conditions, the company reserves the right to charge the following, which represent the losses and expenses incurred by the company prior to cancellation:
  - (a) 25% of the total contract price where the purchaser cancels prior to commencement of the survey.
  - (b) 30% of the total contract price where the purchaser cancels after the commencement of the survey but prior to manufacture.
  - (c) 80% of the total contract price where the purchaser cancels after the commencement of manufacture but prior to commencement of the installation.
8. The company follows the guidelines of the GGF (Glass and Glazing Federation) and Pilkington, regarding quality of glass and dye in the PVC, inherent in the manufacturing processes. These minor imperfections are beyond our control and whilst we check for quality of these products, some imperfections should be expected and is recognised as normal throughout the industry.
9. The company gives a 10 year guarantee to the purchaser for all supply and fit purchases. This guarantee is not transferable. The 10 year guarantee covers faults from manufacturing and fitting. It does not cover fair wear and tear or misuse and neglect. Due to the salty climate we live in, it is important to maintain all moving parts to prevent a build up of salt and dirt. The locks & hinges should be cleaned & lubricated every three months to help prevent them from seizing. The company shall not be liable for any claim arising from distorted vision, optical phenomena such as Brewster's fringe, cosmetic blemishes, minor abrasions or similar imperfections due to the glass manufacturing process outside the companies control.
10. No guarantee or warrantee is given or implied that the installation will reduce condensation.
11. Unless otherwise agreed in writing the company will not undertake the re-siting of any gas, electrical, wiring or plumbing or telephone installations. It is the purchaser's responsibility to ensure that all areas of work and access to these areas are completely clear and unobstructed to allow unhindered commencement of the works.
12. The company will make good any damage caused during installation to plaster, floors, rendering or brickwork immediately surrounding any window or door installed. The company does not undertake to provide matching ceramic or other tiles or specialised finishes such as tyrolean or pebble dash, or to remove intact any panes of glass or frames from old windows required to be retained by the purchaser. The company does not undertake to avoid damage to surrounding wallpaper, paintwork or other decoration which is reasonably commensurate with the fitting of the product in the usual way. The company takes no responsibility for any damage resulting from structural or defects in the property at which the installation is carried out.
13. The balance is payable on completion of the installation, or on delivery where the contract is supply only. Payment should be cash, credit card, (not American Express), cheques payable to Secure Windows and crossed account payee only. Credit card payments will be excepted provided that the purchaser pays a 2.5% surcharge for personal credit cards or 3.15% for business cards to cover charges levied against the company by the credit card company. There is no charge for debit card transactions. If payment is not made by the due date the company shall have the right to charge 4% above Barclays Bank plc base rate accruing on a daily basis from the due date until date of actual payment. All goods remain the property of Secure Windows until payment received in full.
14. By signing the agreement the purchaser confirms that he is the owner of the property at which the installation is to take place and that he has complete authority to enter into this agreement.

## SUPPLY ONLY CONTRACTS

The company's above guarantee applies to products which have been supplied and installed by the company. When the purchaser or a third party installs the product, the guarantee under this contract is limited to the product only and is for 5 years only. Should the product become defective as a result of faulty materials and require a replacement component, our responsibility would be limited to supplying the replacement component only. This means the company takes no responsibility for installation work performed by the customer or a third party. As such all visits to the purchaser's property during or after the installation would be chargeable whatever the reason.

**Nothing in these terms and conditions affect your statutory rights.**

## NOTICE OF THE RIGHT TO CANCEL

**Customer Cancellation Rights.** You have the right to cancel your contract if you wish, within seven calendar days starting on the day this Notice of Right to cancel is issued. Cancellation should be communicated in writing. The bottom of this form may be used to exercise this right. Please complete and return to us in person or by recorded post. You are advised to make a copy of the cancellation notice before returning it.

**Work Begun prior to the expiry of the cancellation period.** If you have agreed in writing that work will commence before the seven day cancellation period expires, and you subsequently cancel in accordance with your rights, you are advised that reasonable payment may be due for any work carried out for materials & labour used in the making of the product.

**I/We\* hereby give notice that I/We\* wish to cancel this agreement as detailed overleaf on the reverse of this form.**

*\*please delete as appropriate.*

**TO: Secure Windows  
298 South Coast Road  
Peacehaven  
East Sussex  
BN10 7PL**

Signed: .....

Date: .....

Name: .....

Address: .....

**Contract No.** .....

**Post Code** .....