

# Terms and Conditions

## Highsted Trading Ltd trading as \*Secure Windows

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 it's contractually 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 purchaser's responsibility to ensure that access is granted and the company shall not be held liable for any delays arising out of the purchaser's 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 surveyor's approval of the feasibility of works and correctness 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 purchaser's 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. GUARANTEE FOR SUPPLY & FIT GOODS - The Company gives a 10 year guarantee to the purchaser for faults to the frames and installation. Hinges, handles, locks, letterboxes, cat flaps & other hardware are guaranteed for 1 year. Sealed units come with a five year guarantee. All white, foiled or painted items are covered by our profile and/or composite door supplier's specific guarantee and are subject to their terms and conditions of use. Please ask for further details on these terms. Adjustments to doors and windows are covered under the guarantee for the first year. After this time they will be deemed as wear and tear. Adjustments will then be chargeable at the hourly rate at the time of service.
10. Despite the fact that the Customer's statutory rights remain unaffected, this guarantee does not extend to:
  - i. 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 company's control.
  - ii. Damage due to misuse, neglect or lack of maintenance by the Customer. (Secure Windows strongly advises the Customer to refer to the operation and maintenance guide which can be found on the website. The link will also be emailed to you with your final invoice. 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)
  - iii. Goods that have been removed or repositioned by persons other than Secure Windows;
  - iv. Timber that the Customer has insisted remains in situ adjacent to the Products installed by Secure Windows;
  - v. specialist items installed, other than those shown in section (vi) where the manufacturers normal guarantee will apply;
  - vi. Deterioration in finish or other conditions beyond Secure Windows control on door and window handles, hinges, letter plates, door knockers, and all other furniture. The manufacturers 12 month guarantee will apply only;
  - vii. The build-up of atmospheric debris behind the external gaskets;
  - viii. Matching stained glass colours as these vary from batch to batch;
  - ix. Double glazed units with ventilation holes cut in for extractor fans; or cat flaps.
11. No guarantee or warranty is given or implied that the installation will reduce condensation.
12. 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.
13. 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.
14. The balance is payable on completion of the installation, or on delivery where the contract is supply only. Payment should be cash, bank transfer, debit or credit card, cheques payable to Secure Windows and crossed

account payee only. 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 is received in full.

15. 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.

#### INSURANCE BACKED GUARANTEE

Every homeowner who has FENSA registered replacement windows and doors, a conservatory or roofline products supplied and installed by Secure Windows is issued with an Insurance Backed Guarantee (IBG) supplied and underwritten by the Home Improvement Protection (H.I.P) An IBG insures the installation company's guarantee if they ceased to trade.

#### 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 for frames. Hinges, handles, locks, letterboxes, cat flaps & other hardware are guaranteed for 1 year. Sealed units come with a five year guarantee. All white, foiled or painted items are covered by our profile or composite door supplier's specific guarantee and are subject to their terms and conditions of use, please ask for further details on these terms. 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.

#### DATA PROTECTION

Secure Windows\* is committed to ensuring that your privacy is protected. Should we ask you to provide certain information by which you can be identified, then you can be assured that it will only be used in accordance with our privacy statement. Our use of your personal data will always have a lawful basis, either because it is necessary for our performance of a contract with you, because you have consented to our use of your personal data (e.g. by subscribing to emails), or because it is in our legitimate interests. We require this information to understand your needs and provide you with a better service, and in particular for the following reasons: Internal record keeping. We may use the information to improve our products and services. A copy of our privacy policy is available on request. It can also be found on our website.

#### NOTICE OF THE RIGHT TO CANCEL

You have the right to cancel this contract if you want to;

- Products such as windows and doors which are made to measure and made to your specific requirements are exempt from the right to cancel under the Consumer Contracts (Information, Cancellation and additional Charges)

Regulations 2013. However in accordance with the GGF Consumer Code of Good Practice we provide you with a right to cancel without charge up to 7 calendar days after the date of the contract.

- Products which are not made to measure- in addition to the right to cancel without charge up to 7 days from the date of contract, you have a right to cancel the contract up to 14 calendar days after the delivery. However, you agree that the survey, erection of any necessary access equipment and installation work for such products may start before the end of this 14 days cancellation period. If you cancel we will collect the products delivered but not installed and we will charge you our reasonable costs of collection. We will also charge you our reasonable costs for the survey, access equipment and installed products provided up to the point of cancellation.

- Your right(s) of cancellation referred to above can be exercised by delivering or sending a cancellation notice to the Company.