

BOWALKER WINDOWS LTD

TERMS & CONDITIONS

1 DEPOSITS

Information regarding the deposit and the deposit indemnity fund is set out in the Plastic Windows Federation leaflet.

2 Contracts subject to a seven day cooling off period.

Contracts can be cancelled in writing within the seven day period from the date the contract is signed. Upon receipt of the cancellation letter the company will cancel the contract and refund any deposit paid.

3 The contract is accepted subject to survey by the company, if the survey reveals additional work the customer will be informed and advised of any additional costs involved.

4 If after survey the property is deemed to be unsafe or unsuitable the contract can be cancelled by either party and any deposit refunded.

5 If the customer does not allow the installation to take place within the agreed timescale a maximum of 80% of the purchase price will become payable to the company with the balance payable on completion of the installation.

6 Any outstanding work not completed by the company within the estimated timescale may be subject to cancellation by the customer in writing, however any works already carried out up to and including that date is subject to full payment covering materials and labour, any monies paid to the company in excess of this figure will be returned to the customer.

7 The company will not be liable for delay in completing or starting the works for causes beyond its control (IE flood, fire, civil war, strike by whom so ever, acts of war etc).

8 The balance of the agreed contract price is payable on completion of the installation, if for any reason the customer is dissatisfied with any part of the installation a reasonable proportion of the contract balance (as agreed with the company) may be retained by the customer until corrective action has taken place.

9 The company will retain ownership of goods until full settlement of the contract price has been paid in full by the customer.

10 It is the customer's responsibility to notify the company of any known defects to the property, the company shall not be responsible for any corrective work to the defects unless previously agreed and may incur additional costs to the customer outside of the contract price previously agreed.

11 The company shall not be responsible for lintels or cavity trays above windows or doors unless previously agreed and will not be covered by the guarantee.

12 Any defects noticed by the company will be brought to the customers attention, the customer is responsible for correcting any faults unless the work and any costs

Incurred have been agreed for the company to complete the corrective work .

13 Damage may occur during the removal of the existing windows and doors, the company will not be responsible for any damage unless proved that reasonable care and attention had not been taken in the course o the removal.

14 All debris caused by the company (including the existing windows and doors) will be removed from site unless specified by the customer not to do so.

15 GUARANTEE

The company will guarantee the products and workmanship for a period of ten years from the date of installation; the guarantee will extend to all parts including double glazed sealed units developing condensation between the panes of glass. All parts will be replaced free of all charges subject to access as per the original installation and during the companies normal working hours.

Only products and services supplied direct to the customer by the company will be covered by the guarantee.

The guarantee may pass to the new owner of the property (where the products become a fixture)

If the new owner notifies the company within 1 month of ownership of the property and must produce the original contract and guarantee certificate (a £25 administration cost will apply).

Your statutory rights remain unaffected and the following guarantee exclusions apply;

- a. Defects/damage arising from misuse or lack of maintenance (all moving parts shall be regularly oiled by the customer together with any other maintenance as advised by the company).
- b. Fair wear and tear.
- c. Accidental damage
- d. Storm damage (including leakage from excessive weather conditions).
- e. Glass breakage after installation (including thermal stress fracture).
- f. Damage caused by criminal damage, acts of war, fire or flood etc.
- g. Any work not carried out by the company or subcontractors appointed by the company.
- h. Conservatory basework failure due to subsidence of ground in relation to the conservatory or the main building .
- i. Condensation to either the interior or exterior of the building on the glass surface.

The following items carry a guarantee of one year only;

- a. Items of brass
- b. Catflaps
- c. Letterboxes
- d. Any electrical good or installations (i.e. extractor fans, sockets, door bells etc)
- e. Plumbing installations .

The company will not be responsible for the following;

- a. Plaster, render, brickwork or Tiles (interior/exterior) care will always be taken to avoid damage but may be unavoidable, the company will make good adjacent to frames (within a reasonable perimeter) by means of trims or plaster at the companies discretion subject to the surround being in sound condition.
 - b. Removal and refitting of curtains, curtain tracks, blinds and pelmets.
 - c. Blown or cracked plaster, render or loose brickwork.
 - d. Wire or cables.
 - e. Re-decoration.
 - f. Cutting or re-fitting of any floor covering
 - g. Blemishes or minor imperfections in glass in accordance with the glass and glazing federation guidelines
- 16 The company will endeavour to fit all products square and level subject to any deviations within the aperture. (Fitting products square and level will take priority over the appearance within the aperture)
- 17 Any timber products used will be given a base coat treatment only; it is the customer's responsibility for further decoration and ongoing maintenance.
- 18 Replacement windowboards will only be installed where they are specified and form part of the signed contract.
- 19 Where obscured glass is specified it is the customer's responsibility to ensure they choose the correct obscuration classification for their purpose (a Pilkington pattern book can be supplied).
- 20 These terms and conditions form part of the contract between the customer and the company, verbal agreement will not form any part of the contract, and any special agreement must be in writing and signed by the customer and a Manager/Director of the company.
- 21 In the event of non-payment by the customer, (unless agreed by the company in writing) interest will be charged at 0.5% above the Barclays Bank variable rate per day from the date of completion of the installation until payment has been received.

Where company products are contracted on a supply only basis for installation into third party premises, the contract remains between the customer and the company, there is no contract between the third party and the company, any faults arising shall be reported by the third party to the person with whom they have a contract.

Supply only contracts have a one year guarantee only, with the exception of double glazed sealed units, these shall have a 5 year guarantee against unit failure (condensation between the panes) so long as the units have been correctly installed , IE installed on plastic glazing bridge packers (not supplied by the company) to avoid water penetration and sealant breakdown.