

# CONDITIONS OF SALE

## NOTE These T & C's for Bespoke Goods / Windows, Doors, Conservatories Only

The customer agrees to purchase and have installed and the Company agrees to supply and install the products set out overleaf. Any variations to works or spec must be agreed in writing by both parties.

1. **Parties:** This agreement is between referred to as the Company, and the purchaser, referred to as the Customer. It is binding on both parties, the Customers cancellation rights are shown below. The Company does however reserve the right to cancel this order if upon receipt of our surveyors working detail we consider that a satisfactory level of installation cannot be achieved. The Customer will allow reasonable access to the Company's Surveyor.
2. **Payment:** Payment of the sum of money specified is immediately due upon completion of the installation. In the case of supply only goods payment is immediately due upon delivery / collection of the goods. The Company will accept payment upon completion by cheque or Bank transfer. Failure to make payment under the agreed terms (unless these terms are varied and agreed by both parties) invalidates the guarantee, in such circumstances a guarantee will not be provided.
3. **Ownership of goods:** The goods will remain the property of the Company until paid for in full.
4. **Additional Work:** The Customer is responsible for any removal and refitting of alarms/curtain/rails/cables/pipes/tiling etc. and re-decorating. No additional works will be carried out other than those agreed on this Contract (see overleaf). If any lintols, construction defects or latent defects are found to be necessary during the course of the work which could not have been reasonably detected at survey, an additional quote will be submitted for acceptance by the Customer. It is the Customers' responsibility to apply the finish to all woodwork used in the installation within a reasonable time of completion. The property will only be inspected around the proximity of the area immediately adjacent to each installation aperture. Structural integrity of the property is not assessed.
5. **Guarantees against VEKA products:** The Company will pass on all manufacture guarantees for the periods as follows:- UPVC frames      years against warping, cracking, discolouring. – D/G units      years against unit failure i.e. condensation between panes. – Hardware e.g. handles, hinges, locks, letterboxes etc.      year. This guarantee is transferable onto subsequent owners of the property. For any claims under this guarantee, the Company would request that the Customer notify the Company in writing within 14 days of discovering the fault. **SEE No 9 BELOW REGARDING YOUR RIGHTS.**
6. **Guarantees against non-VEKA products:** As per manufacturers guarantee.
7. **Permissions:** The Company will endeavour to provide reasonable advice and guidance regarding any Planning or Building Regulation permission required by the Customer at the pre-Contract stage. However the Customer shall be wholly responsible for obtaining any such necessary Planning, Building Reg., Legal, or other permissions prior to installation.
8. **Installation / Supply Dates:** We will make every effort to complete the work on time (or, if no date has been agreed, within a reasonable time from the date of your order) but we cannot be held responsible for delays due to weather or other circumstances beyond our control. In this case we will complete the work as soon as reasonably possible.
- 8a. Time shall not be the essence of the Contract, however where an installation must be finished for the Customer by a certain date, such a date must be **expressly stated by the Company on the face of the Contract**. For installed goods, the Customer must provide reasonable access to the property for installation to proceed: where this is withheld or delayed unnecessarily by the Customer, the Company shall give 14 day's written notice. Should installation thereafter not be completed due to lack of access, then the Company will be entitled to charge for the cost of the materials, reasonable labour expended, 15% profit, 15% overhead. Such costing's to be justified by the Company in writing.
9. **Glass:** Minor imperfections within the glass and outside the scope of the GGF Standards (i.e. any glass defect not apparent in normal daylight by the naked eye at a distance of 2 meters will not be construed as a defect). It is not uncommon that some distortion can occur on double or triple glazed units when viewed from various aspects. The Company cannot be responsible for glass breakages once installed. The Company can give no warranty concerning the incidences, prevention or elimination of condensation following installation.
10. **Disputes and Remedies under the Consumer Rights Act 2015:** As a Consumer, the goods supplied to you must be:- **a) of a satisfactory quality, b) fit for the purpose you have made known to the Company, c) as described in a model or a sample. Also the installation must be done properly and to the standard of a reasonable competent tradesperson.**

If the above rights are not met, you are entitled to certain forms of redress, as follows:-

**Installation faults:** The Consumer has a right to repair or replacement of the goods (including re-installation) and if this is ineffective, the right to a price reduction or the final right to reject. Any repairs to the installation or products will only be deemed 'complete' once the Company have indicated so in writing to the consumer.

**Product faults:** The short term right to reject is not applicable to installed goods. Any faults arising in the products within the first 6 months must be shown as such by the Consumer, if so shown, the fault will be accepted as being present at the time of installation. It would be for the trader to rebut this assertion. Any faults arising in the products after 6 months of the installation, the Consumer must be able to prove that there is a fault and that the fault existed at the time of installation.

11. **Survey Details:** Following receipt of the survey the Company may need to make any alterations / modifications to the design or specification of goods necessary to facilitate installation, any such alterations / modification will only be made with the full agreement of the Customer. The design and spacing of leaded and Georgian style products will be fully discussed and will only be confirmed after the full agreement of the Customer.
- 11a. **Standard furniture options will be applied to all orders:** i.e. White coloured handles will be supplied on all white or woodgrain-on-white windows and patio doors: gold coloured handles will be supplied on all woodgrain windows and patio doors: all doors, other than patio doors, will be supplied with gold coloured handles.
12. **Exclusions:** Should it be deemed that damage to installed goods is not covered by the guarantee due to misuse: accidental, wilful, malicious, negligent damage or normal wear and tear, the Customer will be responsible for the cost of the replacement and re-installation. Any works carried out, other than by a person authorised to do so by the Company, which affect the goods installed, will invalidate the guarantee. The products must be cleaned every 6 weeks to ensure proper maintenance: cleaning products, other than hand-hot soapy water should not be used on the goods.
13. **Insurance-backed guarantee:** Provided by Independent Network, part of Network VEKA Ltd.
14. **Statutory Rights:** The rights of the Customer shall generally be those as set out in the Consumer Rights Act 2015 and also within the common rights under English Contract Law. The foregoing terms and conditions do not seek to replace nor override any rights the Customer may have under the above statutes.
15. **ADR (Alternative Dispute Resolution):** In the unlikely event of a dispute arising between parties the dispute resolution mediation services may be instigated by either party, costs of service to be agreed between the parties.
16. **Fair Contract Terms:** Should any part of this contract be found to be unenforceable then the remaining parts stand.
17. **Building Works:** Unless specified elsewhere, the standard foundation for a conservatory will be 750mm deep, 650mm wide with a 150mm concrete strip. The floor slab will not be insulated unless specified so on the face of this contract. Any cavity walls above the DPC will not be insulated unless specified on the face of the contract. **DRYING OUT** – upon completion of the building works and the erection of the conservatory, the moisture from a concrete floor slab and any plastering works / brickwork, can take several weeks to remove. It is important therefore during the first 6 – 8 weeks after completion that the conservatory is heated intermittently, the opening sashes opened as long as possible and a dehumidifier used in extreme cases. The warmer the air is kept, the more moisture will be held in the air, the opening of the sashes or doors replaces the air from the external and assists in drying out the building works.

