

WindowPlan Ltd – Terms and Conditions 2018

1. All terms of the Contract between the Purchaser and the Company are contained in this document. No representations or warranties are made or given by the Company save appear herein and in particular no guarantee or warranty is given that the installation will reduce, eliminate or be free from condensation. No variation or addition to the work specified in the Schedule of works shall have effect or become included within the contract unless agreed in writing under the signature of a duly authorised representative of the Company.
2. The work shall not include moving of fixtures and fittings including radiators, gas or other pipes, electrical, telephone, television cables or burglar alarms and arrangement of utility supplies including gas, water and electricity.
3. Should a breakdown of costs be given at the time of quotation, the Company reserves the right to alter the costs should the Purchaser only require certain items.
4. The Purchaser shall grant the Company's employee's access to the premises at reasonable times for the purposes of taking measurements and of carrying out the work specified.
5. The Purchaser has the right to cancel this Agreement within 14 days of the date of the agreement being signed (see over). Cancellation must be effected by sending a written notice of cancellation by Recorded Delivery to WindowPlan Ltd, WindowPlan House, Knight Road, Strood, Kent, ME2 2AH.
6. The Company will investigate any alleged defect after payment in full of the balance payable on completion. When payment is not made on the due date in accordance with this condition, the Company shall have the right to require payment of interest on the outstanding amount at a rate of 2% per month from the due date until the date of actual payment.
7. Representatives' and showroom samples are used to demonstrate a typical window and its composition. All products shown in the Schedule overleaf will be measured and manufactured in the way considered suitable by the Company and pursuant to the Company's policy of continuous improvement to its products it reserves the right to make any necessary modifications.
8. The Company undertakes to repair or replace free of charge any unit manufactured by it which proves defective as a result of faulty materials or workmanship as laid down within the warrantee certificate from the date of the installation. Damage due to accident or misuse and faults or premature deterioration resulting from the Purchaser's failure to comply with the Company's maintenance instructions are not covered by such warranty. Where white aluminium frames are used, the Customer's attention is drawn to the fact that some slight dulling in the brilliant white finish will inevitably occur during the warranty period due to the effects of weather. Accordingly, the Company's warranty is qualified to this respect. This condition states the Company shall not be liable for consequential loss of any nature whatsoever (including without limitation) any loss of earnings.
9. The company will endeavour to carry out the works at the earliest opportunity. If the work specified is not completed within the delivery period quoted to the Purchaser then the Purchaser has the right to serve written notice on the Company requiring that the work be completed within eight weeks. If the work is not completed within such extended period the Purchaser may cancel the uncompleted work covered by the Contract by the service of written notice to that effect on the Company. Notwithstanding the foregoing (i) The Company shall not be liable for any delay in the completion of the work and any costs incurred by the Purchaser and in the event that time has been made the essence of the Contract, time shall not run during any period when delay on that account is operating and (ii) cancellation of any uncompleted work shall be without prejudice to the Purchaser's liability to pay for such part of the work as has been completed.
10. In the event that the Purchaser insists against the Company's advice on ordering a glazed installation of a size or style which results in the Company's recommended maximum size for a particular area of glass being exceeded {and this fact is noted on the order} the Company shall not be responsible for any risk or potential adverse consequences involved and the Company's above mentioned guarantee shall not apply to any defect which is the result of the installation of an oversize unit.
11. Where work is carried out as a replacement contract and not new building work, the Company will make good any damage caused in the course of installation to plaster, floor rendering or brickwork immediately surrounding any window or door installed but does not provide matching ceramic or other tiles or specialised finishes such as tyrolean or pebble dash. The company cannot be held responsible for damage caused to surrounding wallpaper, paintwork or to any panes of glass or frames from old windows required by the Purchaser for his retention. Despite the previous statement the company and its operatives will carry out any works with the utmost care to the existing surrounds. The Company accepts no responsibility for any damage resulting from structural or other defects in the property at which the installation is carried out but any complaint or claim by the Purchaser for compensation for damage done by the Company for which it may be liable under these terms and conditions must be made in writing to reach the Company within 14 days of installation in default of which the Company will accept no liability therefore.
12. Any charges made by Local Authority Building Inspectors or any independent persons, to be borne by the Purchaser.
13. All old materials removed during the course of the work as shown on the schedule overleaf, will be removed from the site on completion of the works.
14. All hardwood joinery is left to the Purchaser to apply sealant as a protection within four weeks of the installation date. Further maintenance of the hardwood is required every two years, or when the sealant is showing signs of deterioration. Timber is a natural material and will be prone to shrinkage, warping and buckling therefore we cannot offer a guarantee.
15. All glass used is the best available, but glass manufacturers will not give a guarantee covering minor imperfections and the Company cannot be held responsible for any such imperfections.

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16. Upon the signing by the Purchaser and a duly authorised representative of the Company of the form of acceptance a binding contract will be created in respect of the order details of which are given on the schedule of works and such contract shall not be subject to cancellation by the Purchaser although the Company reserves the right to cancel any order by refunding all monies paid upon receipt of an unsatisfactory survey report from its Surveyor or in the event of unsatisfactory credit references being obtained in respect of the Purchaser Without Prejudice to its right to claim damages for breach of contract the Company may at its sole discretion in appropriate cases agree to the cancellation of an order by the Purchaser upon the payment to the Company of all expenses incurred by it prior to the date of cancellation.
17. All goods remain the property of WindowPlan Ltd until paid in full. All goods on a supply only contract must be paid for in full, before the goods are taken from the Company, without exception. All supply and install contracts must be paid for in full on the completion of the installation.
18. These terms and conditions shall not be construed so as to affect the statutory or common law rights of the purchaser.
19. Where brickwork alterations are carried out, it is the responsibility of the householder to check with local council building control if building regulations are required.
20. Part payment of invoices can be made by credit card. The maximum payment by credit card is £500.
21. All survey work will be conducted between 8am and 5pm Monday to Friday.

NOTICE OF RIGHT TO CANCEL

- This is an agreement with WindowPlan Ltd, WindowPlan House, Knight Road, Strood, Kent ME2 2AH
- Contract Reference W
- You have fourteen days to cancel this agreement from the date on which you receive this notice in writing.
- If you wish to exercise your right to cancel then please write to the following address: Mr Anthony Coulson, WindowPlan Ltd, WindowPlan House, Knight Road, Strood, Kent ME2 2AH or email sales@windowplan.co.uk
- You may wish to use the form below, however we will accept cancellations by letter, personal visit (to deliver a notice or letter) or email. If sending the notice by post then you are advised to send it by recorded delivery.
- Cancellation is deemed to have started once the notice has been posted or sent by electronic mail.

If you wish to cancel the contract you **MUST DO SO IN WRITING** and deliver personally or send (which may be by electronic mail) this to the person named below. You may use this form if you want to but you do not have to.

(Complete and return this form **ONLY IF YOU WISH TO CANCEL THE CONTRACT.**)

To: Anthony Coulson,

I/We (delete as appropriate) hereby give notice that I/we (delete as appropriate) wish to
cancel my/our (delete as appropriate) contract number W

Signed

Name and Address

Date

Please note and sign the following **only if you wish to have the work started within the fourteen day cooling off period**

I/We agree that WindowPlan Ltd may commence work on, before my cancellation period has expired.

I understand that if I decide to cancel within fourteen days, I may be asked to pay for any work that has been carried out prior to my cancellation.

Signed..... Date.....
