

CONDITIONS OF SALE

In these conditions of sale Homecrest Windows is referred to as 'The Company' and the person or persons who have signed the Order referred to as 'The Customer'. The installation to be provided by the company will be manufactured to fit the measurements of the property as of the date when the customer signs this Order. Homecrest Windows is a trading title of Triangle Trade Frames Ltd, registered in England no. 4374553

The terms and conditions of this agreement are designed to ensure the completion to the satisfaction of the customer of the contracts contained in or referred to in the Order attached. The said terms and conditions shall not affect the statutory rights of the customer.

When the customer is more than one person the rights contained here shall be joint and their obligations joint and several. The expression "the customer" shall mean all or any one or more of such persons. The giving to or service of a notice or demand upon any one of such persons shall be good and sufficient notice to all of them.

There must be no oral or written agreement between the representative of the company and the customer, other than this contract. The customer acknowledges that no such agreement exists.

The installation shall commence within a reasonable period of time from the date of this contract (generally within four months), although time is not of the essence of this contract. However, no liability can be accepted for any delays attributable to Force Majeure, strike, lockout, weather conditions, damage by fire, storm or tempest, shortage of materials or labour, or the delay in delivery of materials, or any other cause whatsoever outside the control of the company, which prevents the company from executing the contract.

The customer hereby agrees to permit the company, its servants and workmen, reasonable access to the place of installation so the company may complete the installation in accordance with its contract.

The glass incorporated in the double-glazing units shall be of the thickness and weight (not less than the recognised standards) as determined by the company's technical surveyor in accordance with the normal safe glazing practice. The glass will be obtained by the company from reputable suppliers, but the company excludes any liability for optical effects attributable to natural phenomena.

No guarantee or warranty express or implied is given by the company that the installation of the company's double-glazed units, will eliminate or reduce any condensation existing on the premises, or that any double-glazing units installed by the company shall be free from condensation.

Glass to be viewed by Glass and Glazing Federation guidelines in respect of scratches, blemishes and marks.

The company has a policy of continual improvement of its products. The company therefore reserves the right at all times to vary the standard design and/or specification of its products without prior notice to the customer.

The company will endeavour to ensure that the works match existing finishes but will not be liable for non-matching due to weathering of existing materials or textural finishes. Variations in existing plaster thickness may at times make it impossible to ensure even sight lines around window frames. However, a neat standard of finish will always be assured and any minor superficial damage will always be rectified and left ready for re-decorating.

Any plasterwork or rendering will be left unpainted and no redecorating will be carried out by the company.

Any alterations to pelmets, curtain rails, blinds or secondary glazing found necessary to effect the installation, is the responsibility of the customer.

The company hereby authorises the representative of the company named herein to accept from the customer, a crossed cheque, a bankers draft or cash in pursuance of this contract. The installer of the company is similarly authorised to accept such payment on completion of this contract.

The receipt in writing by the authorised representative of the company upon the copy contract retained by the customer of the cash, bankers draft or crossed cheque, is deemed to be the acknowledgement of receipt by the company, from the customer.

Upon completion of the installation or delivery in the case of supply only, the balance of cash price shall be payable in full to the company or the company representative. Any complaint of non-completion or defective performance of the contract shall be sent to The Installations Manager at the company offices, in writing and within five days of completion or the complaint arising.

For the purpose of the previous clause this clause herein and without prejudice to the guarantee by the company, no complaint of non completion or defective performance of the contract, shall justify the retention of any part of the balance by the customer. Completion of installation shall be deemed to have taken place unless the complaint is received in writing within five days of the final balance being paid.

The company offers a written guarantee to the customer in the form provided by the company. The written guarantee is not operative until full payment has been made by the customer to the company, under the conditions of this contract, or payment is otherwise secured to the satisfaction of the company. There is a five year guarantee on double-glazed units, a ten year guarantee on PVCu materials and a one year guarantee on furniture, locks, handles and hardware subject to normal wear and tear.

The company reserves the right to cancel this contract if upon receipt of the reports made by the surveyor of the company, at the property of the customer, subsequent to the date of this contract, the company deems it impossible to perform this contract to the satisfaction of the company. Notice of cancellation of this contract by the company, shall be served upon the customer within 14 days of the survey being made by the surveyor of the company.

The customer is responsible for obtaining any necessary planning or legal permissions prior to the installation.

The customer is responsible for the quality of work of any subcontractors hired directly by them, to the extent that if the company cannot fulfill its part of the installation due to faulty workmanship by others, then a charge may be levied on the customer by the company to correct the fault.

Goods remain the property of the company until payment in full is received.

The customer may cancel the Order without penalty during a cooling off period which shall run for seven days from midnight of the day the Order was signed by the customer (not including Sundays and Bank holidays). Cancellation must be given by either party in writing. In the event of the Order being cancelled by either party any deposits paid will be fully refunded.

'Notice of Right to Cancel'

If you wish to cancel the contract you must do so in writing and deliver notice of your cancellation personally or send it to Homecrest Windows within 7 days.