

Our standard terms and conditions

1. The terms and conditions of this agreement are designed to ensure the completion to the satisfaction of the customer of the contract or contracts contained in or referred to in the Order (Order) attached hereto. Nothing in these conditions will reduce your statutory rights relating to faulty or mis-described goods. For further information about your statutory rights contact your local authority Trading Standards Department or Citizens Advice Bureau.
2. This agreement is between the company and the customer and shall be binding upon the parties. This agreement shall only apply to contracts or Orders relating to the supply and installation of goods.
3.
 - a. The company shall be Excellent windows, doors and conservatories Limited.
 - b. The premises shall mean the property at which the installation is to take place.
 - c. The customer shall be the person or persons placing the Order with the company.
4.
 - a. A Surveyor may need to call to ascertain the feasibility of the installation referred to in the Order. This is not a general survey of the premises and inspection will be confined to those areas of the premises which directly relate to the proposed installation. Defects or damage existing before the installation or any damage arising thereafter to the premises are not the responsibility of the company unless directly attributable to the work done.
 - b. The company reserve the right to make such modifications to the work as the surveyor considers appropriate, subject to such modifications being detailed in writing to the customer.
 - c. If the surveyor shall not grant his approval or the customer does not accept the modifications referred to in sub-paragraph (b) hereof the contract will be treated as terminated and any deposit refunded.
5.
 - a. The anticipated delivery date quoted will run from the date of the Order unless it is to be financed by a Building Society, Finance Company, Bank or is subject to a Home Improvement Loan or planning permission. In such cases the period will run from the date that confirmation of approval of the loan/planning permission is received by the company.
 - b. If the work is not substantially completed within the estimated delivery period stated in the order the customer may serve written notice on the company requiring the company to complete the work within such reasonable period as the customer may specify. (In general the company would accept six weeks as being reasonable). If the work is not completed within this period the customer may cancel the uncompleted work covered by this agreement without penalty to himself by the service of written notice to that effect upon the company. The company will however honour any legal obligations that arise as a result of failure to complete the works within this period. However, should the customer cause a delay in completing the installation then the company will have the same rights as specified above.
 - c. The company will commence and complete the works as soon as is reasonably practicable unless prevented from doing so for reasons beyond its control.
 - d. Upon receipt of notice that the goods are ready for installation by the company the customer shall allow access to the premises as soon as the company shall reasonably require.
6.
 - a. The company does not undertake to move services, fixtures, fittings or blinds which are ancillary to the basic structure of the property e.g. radiators, pipes, electricity, telephone and television cables, satellite cables and receivers unless specifically stated in the Order. Every endeavour will be made to fit around telephone, television, satellite cables and receivers but regrettably no responsibility will be accepted for any damage caused provided there has been no negligence by the company.
 - b. 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 and cannot guarantee the matching of external specialist finishes such as pebble-dashing, brick or similar material. When variations occur in existing plaster lines the company cannot guarantee that equal subframe will be visible all round, but will do its best to ensure that a high standard is achieved.
 - c. 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 the company cannot guarantee the avoidance of superficial damage to surrounding wallpaper and paintwork and ceramic tiles in the same area. The making good of such damage is the responsibility of the customer, providing there is no negligence by the company.
 - d. The company cannot undertake to remove intact any existing glass, frames or secondary double-glazing units or guarantee to remove or replace existing secondary double glazing units without damage. The responsibility of the above items lies with the customer provided there has been no negligence by the company.
 - e. All materials removed during the course of installation will be cleared from site and cannot be retrieved thereafter. If any materials are required to be retained (note Clause d above) this must be clearly stated in the Order and will be the responsibility of the customer to arrange such operations.
7.
 - a. Our representative named overleaf is authorised to accept a cheque or cash with this order as a deposit. Further payments should be made to the company in accordance with the stage payments detailed on the reverse with the final payment made through the installer, who is also authorised to receive payment on behalf of the company. Such further payments become immediately due and payable at each stage unless personal loan facilities are agreed. Should there be any defects caused during installation or otherwise, the customer may retain up to 5% of the contract value, or a sum proportionate to the cost of repair, until the defect has been rectified. All cheques must be made payable to Excellent windows, doors and conservatories Ltd. Please note we do not accept cash payments for the balance unless prior arrangement has been made, in writing, with our Installations Department. It is the responsibility of the customer to obtain a receipt.
 - b. If any payment is not made on the due date the balance will, without prejudice to any other right or remedy available to the company, become subject to interest on the amount unpaid at the rate of-current Bank Base Rate + 2% The customer's failure to pay the balance on substantial completion will constitute a breach of this agreement.
 - c. VAT will be payable by the purchaser at the appropriate rate, i.e. that in force at the time the invoice for the works is raised.
8. Any illustrations in the company's catalogues, brochures or similar written material and/or website are for the customers guidance only. Displays in our showrooms are for guidance only. Consumers rights to expect goods which match their description are not restricted.
9. The guarantee rights set out below are offered in addition to consumers legal rights, and do not restrict them. More information on consumer rights can be obtained from Consumer Direct on 08454 040506. PVCu frames are guaranteed for ten years from the date of this contract against discolouration, cracking, splitting and weather-proofing. Glass sealed units are guaranteed for ten years against condensation forming between the panes. Glass breakage is not covered under this guarantee. Gaskets and seals are guaranteed for ten years against complete failure. Handles, locks and hinges are guaranteed for two years against mechanical failure and for 12 months against adjustments. An invoice for a "Call out" charge will be issued to cover labour costs and travel expenses @ £72.00 inc vat for the first hour and £58 inc vat for any extra hour there after. The lacquer on door and window furniture is covered for 12 months against tarnishing and pitting. During the guarantee period the guaranteed items will be repaired or replaced (at the company's option) free of component charges but subject to a labour charge after 12 months, provided that the company shall be under no liability under this guarantee, for clauses 9 a, b, c, d, e and f below. Any guarantee offered by our suppliers/manufacturers for other products not listed above, including composite doors and building materials, will be passed on to the customer.
 - a. If the total price for the goods has not been paid; or
 - b. In respect of any defect arising from fair wear and tear, wilful damage, negligence, abnormal working conditions, failure to follow the company's maintenance instructions, misuse or alteration or repair of the goods other than by the company; or
 - c. For problems or leaks caused as a result of storm damage or customer's leaky brickwork or insufficient or nonexistent cavity trays; or
 - d. For minor surface marks or blemishes which are inevitable during manufacture and installation of windows or doors unless notified to the company within 14 days of installation at which time the industry standard 2-meter rule will apply in the case of a dispute, i.e. if the mark or blemish can easily be seen with the naked eye from a distance of 2 meters away from the window/door the mark or blemish will be deemed as unacceptable and a free of charge repair or replacement will be arranged.
 - e. This guarantee does not confer any right other than those expressly set out above and does not cover any claims for consequential loss or damage. If the customer calls out the company to claim under the guarantee but the damage or defect is not covered by the guarantee or other redress rights the company shall be entitled to charge the customer the reasonable cost of such call out. Apart from general maintenance which is to be carried out by the customer, all other repairs must be undertaken by the company. Failure to adhere to this could result in the guarantee being invalid. Where K glass is fitted, a slight haze may be apparent in direct sunlight. This is a feature of low emission glass over which the company has no control or responsibility.
10. If you have purchased a painted product the following aftercare instructions must be followed to validate your ten year guarantee. Clean your frames using a mild detergent, warm water and a soft cloth or sponge. This should be followed by fresh water rinsing. Under no circumstances should chemicals or abrasive materials be used. The cleaning interval should be determined by the amount of soiling and not exceed six months in a normal environment. If the frame has become damaged and touch-up materials are used, the areas coated in these materials are expressly excluded from the guarantee.
11.
 - a. In the interest of efficiency when dealing with any query, written notice of such query must be given to the company.
 - b. The customer shall grant the company access to the property to remedy any complaint in which it may be liable.
12. The customer is responsible for:
 - a. Obtaining any necessary planning, legal or other permissions prior to the installation, unless the company has agreed to do this in writing.
 - b. Where necessary, the removal or re-siting prior to installation of any pipes, cables and satellite receivers and also to make any necessary arrangements with the regulatory authorities.
 - c. Making arrangements to remove and replace sensors or wiring on intruder alarms where installed.
 - d. Giving access to all mains services if required for the purpose of fulfilling the Order and obtaining any permission so that the company's workmen may gain access to adjoining properties for the purpose of carrying out the works.
 - e. The cost of any additional work rendered necessary to complete the installation as a result of failure of the customer or the customer's sub-contractor to comply with the company surveyor's specifications. In the case where a base is installed by the customer or the customer's sub-contractor and where it has been constructed inadequately or incorrectly the company will not be held responsible for any subsequent loss or damage attributable to defects with the base.
 - f. Damage to the works carried out or goods installed that is occasioned by the customer or the customer's own sub-contractors carrying out any building or other works.
 - g. Redecoration after installation.
 - h. Any necessary alterations to pelmets, blinds or curtains, tracks or poles.
 - i. Maintenance of the product in accordance with the Company's product aftercare instructions which can be retrieved from the companies office.
13. The company gives no warranty concerning the incidences, prevention or elimination of condensation following the installation of its products unless the condensation forms inside the cavity of the double-glazed units.
14. Where fitting into new build prepared openings (that have not been built by the company) it is the customer's responsibility to ensure that all damp proof membranes have been fitted correctly.
15. Written quotations are for guidance only. If any of the above terms and conditions differ from information stated on our quotation, these terms and conditions take precedent. Consumers rights under the Misrepresentation Act are not restricted.
16. To transfer this guarantee please ask the new occupant to send their name and address to the company's Head Office together with the date that they moved into the property. The fee would be £250 Inc vat to cover the administration costs.
17. If any of these conditions are held to be invalid or unenforceable, it will not affect the remaining conditions.