



## Albion Windows & Conservatories Ltd

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# Conditions of Sale

## 1. GENERAL

- a) In these conditions the person signing the acceptance slip or contract is referred to as the Customer and the company who is supplying the products detailed in the schedule is referred to as 'The Company'.
- b) The customer is contracting directly with the company for the supply and installation (where necessary) of the products and services detailed and payments must be paid directly to the company.
- c) The description of the company's products and their effect is set out in the company's current literature which is freely available. No additional representation shall bind the company unless the same has been put into writing by a director. From time-to-time improvements and changes are made to the company's products. The customer acknowledges and agrees that he shall receive delivery of products which comply with the company's latest basic design and specification may be affected without notice to the customer provided that the product shall be of equal or greater to the customer.
- d) This contract contains all the terms and conditions agreed between the company and the customer and no variations of these terms and conditions shall bind either party unless previous agreement in writing signed by both the customer and a director of the company.
- e) No omission by the company whether by way of indulgence or otherwise of failure to enforce or delay in enforcing the company's rights here under shall be constructed as a waiver of any of the company's rights.

## 2. SURVEY

- a) This agreement is subject to a detailed survey being carried out by the company or its agents and the company alone may as a result thereof in its absolute discretion and without ascribing any reason cancel all or part of this contract at any time to the installation commencing. In this instance dependant on circumstances the company reserve the right to withhold survey costs from any deposit refund.
- b) If it is found during the survey that additional work is necessary which is not covered by this contract to ensure that the completed installation is up to the company's standard then the cost of such additional work will be notified to the customer before the installation commences. If the customer is not prepared to bear this additional cost then the company reserves the right to vary the terms of its guarantee or to cancel the contract as in 2a.
- c) Building and base works are subject to ground conditions. These are not exposed until work commences, so these works cannot be assessed during survey. For conservatory estimates, our estimate includes for a 600mm deep strip concrete foundation (unless stated otherwise). Should conditions dictate that additional works are required, the

customer will be informed of any additional cost. If the customer will not meet the additional cost, the customer must pay for work to date and any re-instatement of the site.

### **3. DELIVERY**

a) The company will use its best endeavours to install the products scheduled within the period of 5 – 7 weeks from survey as per contract or as per special item terms. If the work specified is not completed within this period, the work be completed within a reasonable period (in general eight weeks is seen as being reasonable). If the work is not completed within such as extended period, the customer may cancel the uncompleted work covered by this contract by the service of written notice to that effect on the company as its Registered Office.

b) Notwithstanding the foregoing i) the company shall not be liable for any delay that arise from circumstances beyond the reasonable control of the company and in the event that time has been made in 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 customers liability to pay for such part of the work as has been completed.

c) The property in the products, the title to the products, and the ownership of the products shall remain with the company and will not pass to the customer until the total price has been paid to the company. No work will be carried out by the company under the guarantee until the total price has been paid to the company.

### **4. GUARANTEE**

a) All glass used shall be of good quality, but the company shall be under no liability whatsoever in respect of minor blemishes or imperfections which are not guaranteed by the glass manufacturers (not noticeable at a distance of 1.5m)

b) The company does not guarantee that the installation of the products specified will affect the incidence of condensation in the building and a leaflet describing the causes and remedies of condensation is available from the company. The company does guarantee that condensation will not form between the panes of the double-glazed sealed units during the period of the guarantee.

c) The company undertakes to replace or repair free of charge any hardware product that proves defective as a result of faulty materials or workmanship within the bounds of the guarantee and undertaking.

d) Our guarantee is against the failure of the framing materials, sealed units, hinges, handles, locks and restrictors or any aspect of the fitting or any aspect of the fitting from the installation date, within the bounds of the guarantee and undertaking.

e) Notwithstanding the foregoing the company shall not be liable to repair or replace any item which in its opinion has suffered damage due to misuse accident or premature deterioration due to the customers failure to satisfactorily maintain the product or environmental factors. The principle of fair wear will be applied in all cases.

f) These conditions state the full liability of the company in respect of disputes and the company shall not be liable for consequential loss of any nature whatsoever including loss of earnings. No further guarantee warranty or representation is given or made as to the products or installation of them by the company or its agents.

g) The guarantee is issued to the named party as per contract. It may be transferred at the discretion of the company upon sale of the property within a three-month period subject to provision of Right of Title, site inspection and payment of an inspection/transfer fee. The guarantee will then be transferred to the new homeowner for the remainder of the term.

### **5. LIABILITY**

a) The company shall not be liable to pay for any work carried out by any other person firm or company engaged by the customer whether by way of rectification completion to or in respect of the contract works to be performed by the company unless such an engagement shall have been agreed by a director of the company in writing.

b) Liability whether is respect of one claim or in the aggregate arising from the installation of the company's product shall not in any event exceed the cash price stated.

## **6. INSTALLATION**

a) The company will make good any damage caused in the course of installation the immediate surround of any window or door installed by the company but under no circumstances can the company undertake to provide matching tiles, bricks or specialised finishes, nor can the colour of any making good be guaranteed to match the existing. The company does not provide or apply any decorative finish to such making good.

b) The company and its servants will do their utmost to keep any damage to a minimum, but it cannot guarantee to avoid damage to wallpaper or paintwork surrounding the installation and any redecoration as a result of such damage shall be the responsibility of the customer.

c) The company will not be liable for damage of any description arising from the installation or use of the products where such damage is due to defects in the fabric of the building which existed prior to the installation of the company's products whether such damage was detected at survey or not. The company will notify the customer of any such defect if it is thought that the defect will prejudice the performance of the company's products.

d) Curtain/blind removal and replacement. It is not part of our costing, unless you have specifically asked us to carry out this work. Our installers will, if asked, try to leave you with some screening at bedroom windows. If you are concerned after talking to our surveyor about any delicate, expensive or complicated curtains, blinds or pelmets, please contact your installer to carry out the removal and replacement. Albion Windows Limited will not be held responsible for damage to curtains or blinds that are present during the installation process.

e) We wish to make you aware that during replacement work there is a risk of damage to cables run on, or through, frames to be removed. If any damage occurs you are liable for any resulting costs. You could elect to have the cables removed and replaced by your supplier's. This will involve costs and inconvenience as you could be without these services until the work is complete. (unless you re-site the cable/s away from the frames). In most cases we think leaving the cables for us to try and re-route behind the new frames is an acceptable risk as usually no damage occurs, but as always, the decision is yours.

## **7. FINANCE AND PAYMENT**

a) It is hereby agreed and declared that the agreement is neither hire purchase nor a credit sales agreement

b) Payment of the final balance is due on practical completion and inspection by the customer or its agents or on delivery of the products or any of them in the case of 'Supply Only' contracts. Payment may be by way of cash, bankers draft, cheque or money orders payable to Albion Windows and crossed 'A/C Payee only' or direct into account or by card. The customer shall not be entitled to withhold payment by reason for **any alleged defect** which would normally be dealt with under the guarantee. All finance options are Authorised and Regulated by the Financial Conduct Authority.

## **8. ACCESS**

a) The customer agrees to provide the company and its servants or agents with reasonable access to the customer's premises between 8.00am and 6pm until the installation has been complete and the products paid in full. In the event of the customer failing to give the company its servants or agents access to the premises for a period of twenty eight days from a request in writing by the company shall be entitled to terminate the agreement at the expiry of such period but without prejudice to its rights and liabilities hereunder and in particular to its right to receive payment for any works done or products manufactured, purchased or supplied to that date.

## 9. CANCELLATION

a) Upon signing by the customer the binding contract in which details are given, such contract shall not be subject to cancellation by the customer although the company reserves the right to cancel the contract within the conditions above and in such circumstances alone return any deposit paid in full and without interest.

b) 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 a contract by the customer upon payment to the company for all expenses incurred by it prior to the date of cancellation such an agreement to be set in writing and signed by a director of the company and countersigned by the customer.

## 10. Which? Trusted Trader dispute resolution

Where we cannot resolve any complaints using our own complaints procedure, as we are Which? Trusted Traders, you may refer the complaint to them by email [trustedtraders@which.co.uk](mailto:trustedtraders@which.co.uk) or by calling 0117 456 6032. In the unlikely event of a resolved not being found, the complaint will be referred to RICS Consumer Adjudication Service.

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Authorised and regulated by the Financial Conduct Authority

