

Office office@sashfactory.com
Web www.sashfactory.com
Mob 079 47356380
Mob 079 58734495
Address Unit E251.4
Bendon Valley
Riverside Business Centre
Haldane Place
SW18 4UQ



Contract Ref Number:

Date:

Contract

Company: Sash Factory Ltd

Address: Unit E251.4

Riverside Business Centre

Haldane Place

Bendon Valley

SW18 4UQ

Signed.....

(who will be referred to in accompanying contract terms and conditions as "we")

and

Customer(s):

Address:

Signed.....

(who will be referred to in accompanying contract terms and conditions as "you")

Purchase Price:

The delivery period: 8-10 weeks from the date when manufacture measurements are taken



The estimated installation period: from.....to.....

In the interest of certainty and clarity the following should be explained:

- 1) Payment must be made by bank transfer or in cheque in favour of the company or by credit/debit card.
- 2) The delivery period (eg. 6-8 weeks, 8-10 weeks etc.) is shown on the face of this agreement and will run from the date of the receipt of a deposit. The estimated installation period shown, during which we expect to carry out the installation (if applicable).

**Model Contract Terms and Conditions of Sale to the Public for Home Improvement Installations
(including Conservatories)**

1.

Notice of the Right to Cancel

You have the right to cancel this contract if you want to;

- This right can be exercised by delivering or sending a cancellation notice to the person/company mentioned in the next paragraph at anytime within the period of seven days starting with the day of receipt of a notice in writing of the right to cancel this contract.
- The cancellation notice may be given to (Sash Factory Ltd, Unit E 251.4 Riverside Business Centre, Bendon Valley, Haldane Place, SW18 4UQ, London and e-mail address: office@sashfactory.com).
- You may use the cancellation form provided with this contract if you so wish.
- The notice of cancellation is deemed to be served as soon as it is received by Sash Factory Ltd. We recommend that you send this letter by recorded delivery
- You may be required to pay for the goods or services supplied if the performance of this contract has begun with your written agreement before the end of the cancellation period

2. Following any survey which reveals significant unforeseen additional work being required at an extra cost to you or your property being unsafe or unsuitable for the work to be carried out, both you or we have the right to cancel the contract, The Survey would take place at a time agreed by you and me but no later than 14 days after the signing of the contract. In event of no agreement being achieved refer to clause 1.

In the above event you will be provided with full details of the survey findings and any deposits will be

returned to you.

3. a) You will allow installation to commence within the estimated installation period. If within 6 weeks of the end of the estimated installation period, you are unable to accept an appointment for installation, 80% of the purchase price is then payable and installation or delivery will follow as soon as is reasonably practicable by agreement between us.
b) If the work is not commenced within the estimated installation period stated in the contract, you may write to us, requiring the work to be completed within six weeks or some other period agreed (preferably in writing) between you and us. If the work is not completed within this extended period, you may cancel the outstanding work covered by the contract without penalty to yourself by sending us a letter advising us of your wishes. We recommend that you send this letter by recorded delivery. In addition, you will be entitled to a refund of any monies which represent a payment for the installation of materials by us in excess of any work actually carried out by ourselves. However, if we carried out any work to a value which exceeds any payment made by you we will be entitled to the payment of the difference. In the event of cancellation, you are entitled to deduct any additional amount which can be shown if you have to pay more than the purchase price to others to complete the installation. In any of the above cases the value of the work will be agreed by you and us, In the event of no agreement being achieved refer to clause 1.
c) We shall not be liable for any delay in the completion of the work which arises from causes beyond our control, (for example fire, flooding, civil disturbances, strike action by others, criminal damage and acts of war.)
d) You or we are entitled to cancel this contract in the event of any serious breach of contract by you or us, (for example refusal to comply with the Building Regulations or refusal by us to carry out a reasonably required correction of defects).
4. You will pay us the balance of the purchase price when you are reasonably satisfied that the products have been properly installed in accordance with the terms of this contract.
5. We shall retain ownership of any goods which have not yet been fixed to your property, until the purchase price has been paid.
6. a) We will remove and dispose of all replaced existing doors, windows and/or frames unless you ask us to leave them on your premises.
b) We will be liable for any damage caused to your property which was not necessary for the completion of the contract and such damage was caused by us not exercising reasonable care and skill.
7. a) Regarding the quality and description of the goods and/or services:

We guarantee to repair where we deem it to be practical and appropriate, and if not, to replace, free of all charges for labour and materials, any product (windows and door frames) which develops a fault, due to defective materials or workmanship within 5 years of the date of installation starting from the installation completion date.

Sealed units are guaranteed against defective workmanship and/or defective materials for a period of 3 years starting from the installation completion date.

We guarantee the application of factory-applied paint to windows for a period of 2 years. This coverage is limited to the following and is subject to the conditions listed below: any adhesive failure of the paint, such as cracking, peeling, blistering, etc. when exposed to normal conditions. Normal effects of weathering on the finish, such as reduction in gloss are not considered a defect. Painted products, subject to excessive conditions such as harsh, cleaning products, caustic or industrial chemicals, pollutants, heavy salt spray, etc. are not covered under the terms of this warranty.

Glass in irregular shape eg. arch, triangle etc. is guaranteed for 2 years.

Fascia's, soffits, bargeboards, guttering, locks, handles and other moving parts are guaranteed against defective workmanship and/or materials for a period of 1 year starting from the installation completion date.

Conservatory bases are guaranteed against defective workmanship and/or materials for a period of 3 years starting from the installation completion date.

We retain sole discretion in determining whether subject paint failure constitutes a warranty claim and what method shall be used to remedy the situation.

You must notify us of any claim under the terms of this guarantee within 28 days of discovery of the fault, preferably by sending us a recorded delivery letter.

b) This guarantee does not extend to:

- This guarantee does not cover any accidental damage (including glass breakage), blockages, wear and tear, misuse of the product;
- Minor imperfections within the glass and outside the scope of the visual quality standards of the Glass and Glazing Federation;
- This guarantee does not cover any problems associated with fading or discolouration.
- This guarantee does not cover any problems associated with the penetration of insects, misting and mould growth;
- Damage due to misuse, neglect or lack of maintenance by you, or from causes beyond our control, (for example fire, flooding, civil disturbance, criminal damage or acts of war}.
- Specialist items installed, for example electrical ventilators, batteries etc, where the manufacturer's normal guarantee will apply.
- Any work(s) carried out by others associated with this installation or to those parts of this installation affected by work(s) by others, other than work(s) carried out by this company or its employees and sub-contractors.
- Any condensation, which appears on the outside of the panes of glass.

8. Nothing in these conditions will reduce your statutory rights relating to faulty or misdescribed goods and services. For further information about your statutory rights contact your Local Authority Trading Standards Service, a Citizens Advice Bureau or Consumer Direct.

9. This guarantee is non-transferable.