

THERMASEAL WINDOW SYSTEMS LTD.

Retail Sales Terms and Conditions

1. This document contains all terms of the Contract between us (Thermaseal Window Systems Limited) the Company and you the Customer. We do not undertake to provide any goods or services not described in it. Any variation or addition to the works specified overleaf will only have effect if agreed in writing under the signature of a duly authorised representative of the Company, and no oral or written arrangements between the Customer and any representative of the Company shall be binding upon the Company unless so agreed in writing.
2. Value Added Tax will be charged at the rate and Ruling as at Date of Contract.
3. The Company enters into this contract on the basis of our Representatives assessment of your requirements, but the price and the constructional details are subject to the approval of the Company's Surveyor in every case.
4. If you refuse or fail to take delivery of products provided in accordance with our conditions, any risk of loss or damage to the products shall nonetheless pass and without prejudice to any other right or remedies we have:-
 - We shall be entitled to immediate payment in full for the products and either to effect delivery by whatever means we consider appropriate or to store products at your risk.
 - You shall be liable to pay on demand all costs of product storage and any additional costs incurred as a result of such refusal or failure to take delivery.
 - We shall be entitled, 30 days after the agreed date for delivery, to dispose of the products in such a manner as we determine and may set off any proceeds of sale against any sums from you.
5. The type of individual panes of glazing and their arrangement shall in the absence of any special arrangement detailed in the Contract be determined by the Company. Glass used by the Company in its glazing units shall be of a thickness and weight determined by the Company's Technical Surveyor, in accordance with normal safe glazing regulations and recommendations currently in force. The Contract price shall include the priming or treating of timber (but not any other painting). The Company will not guarantee that any timber supplied will be of the same shade or colour, as this depends on the natural colour variation of the tree from which the timber was cut. The Company does not accept responsibility for any defect in or deterioration of a customer's own timber left in situ during or upon completion of an installation. All work is carried out to the requirements of the Customer, the Company cannot be held responsible for any infringement of by-laws or planning laws caused by the carrying out of work under this Contract.
6. Our employees / representatives will require access to the premises at all reasonable times for the purpose of taking measurements and carrying out the works.
7. The salesman's models and samples demonstrate a typical window and its composition. Your installation will be manufactured and fitted substantially in accordance with the specifications herein and demonstrated, but we reserve the right to make such modifications as we consider necessary to suit the needs of any specific case and in the light of our Surveyors report. We are always striving to improve our product and in accordance with this policy the Company reserves the right to vary the design and / or specification of its products without prior notice to you.
8. We will use our best endeavours to adhere to any delivery period quoted to you but (strictly speaking) time shall not be of the essence of the Contract. If our installation is not substantially completed within the period quoted for delivery you can, by notice in writing, require us to effect substantial completion within a reasonable extension of time. In general we would accept that six weeks would be reasonable. If substantial completion is not achieved within the extended time you may terminate the Contract and cancel our instruction for any work then still outstanding, again by written notice.
Notwithstanding the foregoing:
 - (a) the Company shall not be liable for any delay in the completion of the work which arises from causes beyond the reasonable control of the Company 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
 - (b) 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.
9. We will endeavour to ensure that the works match existing finishes but will not be liable for non-matching due to weathering of existing materials.
10. Glass supplied by the Company is done so under the GGF guidelines. The glass manufacturers will not give a guarantee covering minor imperfections and the Company cannot be held responsible for any such imperfections. You will have the benefit of the warranty of the glass and we cannot promise a higher standard of glass than they provide.
11. Our glazed units are designed primarily to reduce the heat loss which occurs through single glazing. The fitting of glazed units will not in itself eliminate condensation. This is dependant upon the environment within the dwelling, and accordingly we are unable to give any guarantee or warranty that the Company's glazing units will reduce or eliminate condensation or will themselves be free from condensation.
12. 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 undertake to provide matching ceramic or other tiles or specialised finishes such as tyrolean or pebble dash, or repair damage to surrounding wallpaper or paintwork or to remove intact any panes of glass or frames from old windows or doors required to be retained by the Customer. The Company accepts no responsibility for making good any damage or defects already in existence prior to the installation or for any damage resulting from structural or other defects in the property at which the installation is carried out. Any complaint or claim by the customer 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 calendar days of installation, default of which the Company will not accept any liability thereafter.
13. We undertake to replace or repair (at the Company's discretion) free of all charges, any product manufactured by the Company found to be defective by reason of faulty manufacture or materials within 10 years from the date of installation, subject to the following exceptions: Periodic maintenance carried out to our recommended guidelines. Locking mechanisms and electrical components 1 year, Internal Blind units: 5 years. In case of Leadlite products we do not guarantee the leads will align to critical standards as this is a hand made product. This guarantee is not transferable.
14. We have quoted our price to you on the understanding that you will pay, in full when the job is substantially completed. Accordingly we rely on you to pay us the whole of the balance of the total price when we give notice of practical completion or (in the case of supply only contracts) on delivery. Our fitter or driver is authorised to accept cash, cheque or in favour of the Company. If there is some minor defect in the work we expect you to rely on our assurance that it will be rectified under Clause 13 above. Your failure to pay the balance at practical completion would be a breach of this Contract and we will regard our Company as under no further obligation in respect of warranties / guarantees or registration of the product with relevant bodies. Interest at the rate of 5% above the current base rate of Barclays Bank Plc per month of the account will be charged from the date of substantial completion of the installation to the date of payment. In your own interest it is essential that you obtain the drivers / fitters signature as a receipt on your copy of the Contract whether the payment is by cash, cheque or Electronic Transfer. In the case of dispute it may be your only proof that you have paid.
15. We will accept payment for our products by credit card in relation to initial deposit values only, for which no service charge transaction will apply. If payment of the final balance, following completion, is made by credit card a 2% service charge will be applied to the net balance figure due. This charge will not apply to debit card transactions.
16. If the Customer shall make default in or commit a breach of the Contract or of any other of their obligations to the Company or, if any distress or execution shall be levied upon the Customers property or assets, or if the Customer shall make or offer to make any arrangements or composition with creditors, or commit any act of bankruptcy, or if any petition or receiving order in bankruptcy shall be presented or made against them, or if the Customer is a Limited Company any resolution or petition to wind up the said Company's business (other than that for the purposes of amalgamation or reconstruction) shall be passed or presented, or if a receiver of such Company's undertaking property or assets or any part thereof shall be appointed, the Company shall have the right forthwith to determine this Contract and upon written notice of such determination being posted to the Customer's last known address, this Contract shall be deemed to have been determined without prejudice to any claim or right the Company may otherwise make or exercise.
17. Notice of right to cancel.
You have the right to cancel this Contract if you so wish by delivering or sending (including electronic mail) to the Installation Manager, at any time within the period of 14 days starting with the date of receipt of the notice of the right to cancel the Contract. In accordance with Regulation 9 you will be required to pay for any goods or services provided up to the point of cancellation. If you wish to cancel the Contract you MUST DO SO IN WRITING and deliver notice of your cancellation personally or send it to the person named below. You may use this form if you want to but do not have to. Complete, detach and return this form ONLY IF YOU WISH TO CANCEL THIS CONTRACT

To: Installation Manager, Thermaseal Window Systems Limited, 4 Kingsview Court, Hodgson Way, Wickford, Essex. SS11 8YF

I / We* hereby give notice that I / We* wish to cancel Contract number:

Signed:

Name:

Address:

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Postcode: Date: