

# TERMS AND CONDITIONS OF CONTRACT

1. This agreement shall constitute the whole contract between the Company and the Purchaser. Any variations of this Agreement shall be void unless made in writing and signed by a servant or officer of the Company authorised for that purpose by the Company.
2. Where contracts are registered away from business premises whether they involve cash or credit and regardless of whether any discount is offered, the Purchaser has the right to cancel this Agreement if written notification is received at 393 Alexandra Avenue, Rayners Lane, Middlesex, HA2 9EF within seven days from the date on which the contract was signed. Upon receipt of same the Purchaser's deposit will be returned in full.
3. The Company Warrants the accuracy and truth of the description of goods in the Company's literature. From time to time specifications are changed and the Company reserves the right to supply goods in accordance with such new specifications without notice to the Purchaser.
4. The Company may at any time before the commencement of installation cancel this Agreement. The Company will not be liable for any impairment made by any of its agents in the event of the Agreement being cancelled and will return any deposit paid without interest.
5. The Purchaser shall permit access to the installation address to the Company, its servants and agents at all reasonable times in connection with the installation.
6. The Company shall endeavour to fulfil the Contract as expeditiously as possible. The Company shall not be liable to pay damages or compensation in any form to the Purchaser in respect of delay and/or time lost in delivery or installation hereunder. Dates for delivery or installation if quoted are for guidance only. The installation data given after the contract has been signed will be deemed as part of this contract.
7. All monies are to be paid as agreed and/or in accordance with the order form and in any event at time of installation at the latest. Stage payment requests must be paid in accordance to the programme of works. Any minor adjustment or replacement that may or may not be necessary after installation shall not be a reason to withhold payments of any part thereof.
8. The Purchaser shall be responsible for the removal, resiting and replacement of all internal and external fittings which are reasonably necessary in the opinion of the Company or any of its agents, to enable the installation to be carried out.
9. The Company disclaims responsibility for any damage resulting from structural defects existing before work commenced.
10. All brickwork and plasterwork immediately adjacent to the windows or doors (to the top, bottom and sides only) shall be made good, provided that the existing work is sound. The Company shall not be responsible for either 'live' plasterwork or loose brickwork
11. The Company shall not be responsible for redecoration.
12. Aged telephone cables etc. Will be treated with the utmost care by our installation crews. However, should a cable break the Company cannot accept responsibility for its repair or replacement.
13. Lintels are fitted above most flat window/door frames. It is not always possible at point of survey to establish the absence of a lintel. In such circumstances the Company will charge our book price to supply and fit a lintel and carry out the replastering of the surround.
14. Decayed timbers & studwork, if found during the works, the customer will be shown the problem timbers and advised of the replacement costs.
15. No warranty whatsoever is given by the Company as to the degree of any soundproofing and the Company shall under no circumstances be liable in respect thereof, except where it is a specific written term on the Purchasers order.
16. Products guaranteed by the Company are subject to the proviso that they were installed by fitters appointed by the Company.
17. The Company shall guarantee that all products used in the installation are fit for the purpose and are of merchantable quality. The products supplied and installed by the Company are guaranteed for 10 years from the date of installation against faulty materials or workmanship subject to the conditions herein. Some products have a 20 year guarantee on the product alone, excluding labour guarantee which is chargeable after 10 years.
  - 17.1 During this period the products will be repaired or have parts replaced provided that:-
    - 17.1.1 the products are available for inspection by the Company with evidence of purchase
    - 17.1.2 the products have not been misused or handled carelessly or damaged by the Purchaser or any third party
    - 17.1.3 repairs have not been attempted other than by the Company
  - 17.2 The above guarantee does not apply to accessories, product furniture, bolt on products i.e. electric fans, cat flaps, paints or varnishes but must rely on manufacturers guarantees.
18. The Company reserves the right to make a call out charge in the event of misuse of the service department.
  - 18.1 the company cannot be held responsible for delayed or rescheduled appointments appertaining to the original service call /remedial/ completion of works
19. The Company cannot accept any responsibility for condensation either internally or externally. However, any misting of units between the panes of glass are covered by the 10 year guarantee.
20. The Company reserves the right to charge customers paying any amount by credit card an additional 2% on that amount. If rules and regulations change within the finance sector at any time, the Company will adhere to those new regulations.
21. All sizes shown for porches are the external structure sizes. All sizes written in this contract are approximate and subject to survey measurements.

## **COMPLAINTS POLICY**

We always endeavour to provide the best service and products for our customers. However, on rare occasions, we recognise that there may be times where our customers may not be completely satisfied. To ensure we are able to put things right as soon as we can, please read our complaints procedure below and we will respond promptly to ensure complete satisfaction. As soon as possible after the completion of the works, please inspect the work to ensure everything has been carried out to our usual high standards. In the unlikely event there is anything you are not completely satisfied with, please contact us as soon as you can in order that we can rectify any problems as soon as possible. Either call us on 020 8429 0383, or write to us at The Window Centre, 393-395 Alexandra Avenue, Harrow, HA2 9EF, or email us at [enquiries@eehg.co.uk](mailto:enquiries@eehg.co.uk) and we aim to respond within 7 days of receiving your complaint and where possible, will provide you with a date to remedy any issues raised.'

Where we cannot resolve any complaints using our own complaints procedure, as a Which? Trusted trader we use Dispute Resolution Ombudsman for dispute resolution. In the unlikely event of a complaint arising and you wish to refer the complaint to them please contact 0333 241 3209 or via their website <http://www.disputeresolutionombudsman.org/which-trusted-traders-partnership/>