

# South West UPVC

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**Windows, Doors, Carports, Conservatories, Fascia, Guttering, Cladding & Kitchens**

## Terms & Conditions

- 1/ All terms of the contract between the Purchaser and SOUTH WEST UPVC LIMITED are contained in this document. No guarantee, representation or warranty is made or given by SOUTH WEST UPVC LIMITED save as appears herein and no agent or employee of SOUTH WEST UPVC LIMITED has authority to make any guarantees, representations or warranties. No variation of or addition to the work specified in the schedule attached shall have effect unless agreed in writing by SOUTH WEST UPVC LIMITED.
- 2/ If during the course of the works problems of a structural nature become apparent (and which could not have reasonably been foreseen by SOUTH WEST UPVC LIMITED) then SOUTH WEST UPVC LIMITED shall have the right to call in a suitably qualified structural surveyor to advise on the problem and report in writing at the purchasers expense with the recommendations to be implemented by the Purchaser and at the Purchasers expense as soon as practical to enable SOUTH WEST UPVC LIMITED to proceed safely with its works.
- 3/ The purchaser shall grant SOUTH WEST UPVC LIMITED employees access to the premises at all reasonable times.
- 4/ All works fitted by SOUTH WEST UPVC LIMITED will be manufactured and fitted substantially in accordance with the schedule attached but SOUTH WEST UPVC LIMITED reserves the right to make such modifications as it may consider necessary.
- 5/ SOUTH WEST UPVC LIMITED undertakes to use its best endeavours to adhere to any delivery period quoted to the Purchaser but time shall not be of the essence of the Contract and SOUTH WEST UPVC LIMITED shall not be liable in any respect for any delay in installation caused by reasons beyond SOUTH WEST UPVC LIMITED's control nor for any consequential loss resulting there from.
- 6/ Glass used in the works is of the best quality reasonably obtainable but may have minor imperfections and SOUTH WEST UPVC LIMITED shall not be obliged to replace any such as are not covered by the warranty of the glass manufacturer. The standards of blemish acceptability as laid down by the Glass and Glazing Federation shall be used in the event of a dispute.
- 7/ The risk in the goods sold shall pass to the Customer on Delivery.
  - a) The Customer shall keep the goods fully insured against all risks throughout the period between the risk therein passing to the Customer and the property therein ceasing to remain with SOUTH WEST UPVC LIMITED
  - b) SOUTH WEST UPVC LIMITED double glazed units are designed primarily to reduce the heat loss that occurs through single glazing. The fitting of double glazed units will not itself eliminate condensation in the premises and no guarantee, representation or warranty is given that the condensation will be eliminated or reduced. Neither has any representative of SOUTH WEST UPVC LIMITED the authority to give any such guarantee, representation or warranty.
  - c) Notwithstanding delivery of the goods (or of any documents representing the goods) the property of the goods shall remain with SOUTH WEST UPVC LIMITED until the Customer has paid SOUTH WEST UPVC LIMITED in full, in cash or cleared funds.
  - d) Until property of the goods passes to the customer in accordance with 7a. above without prejudice to SOUTH WEST UPVC LIMITED's other rights.
  - e) SOUTH WEST UPVC LIMITED may maintain an action for the price of the goods
  - f) SOUTH WEST UPVC LIMITED will make good any damage caused in the course of the installation to plaster, rendering or brickwork immediately surrounding any windows or door installed, but do not undertake to repair damage to surrounding tiling, wallpaper or paintwork or to remove intact panes of glass or frames from old windows required to be retained by the Purchaser. SOUTH WEST UPVC LIMITED will endeavour to ensure that any making good will match existing finishes but shall not be liable for non-matching due to weathering of the existing materials or non-availability of matching materials. SOUTH WEST UPVC LIMITED accepts no responsibility for any damage resulting from structural or other defects in the property at which the installation is carried out.
- 8/ SOUTH WEST UPVC LIMITED undertakes to repair or replace any defective unit supplied by SOUTH WEST UPVC LIMITED provided that the defect is notified in writing to SOUTH WEST UPVC LIMITED within a period of ten Years from date of installation and provided also that installation has been maintained in accordance with SOUTH WEST UPVC LIMITED recommendations. Fair wear & tear, and damage or faults due to accident, misuse or neglect is not covered by SOUTH WEST UPVC LIMITED guarantee.

Hardware is guaranteed for a period of one year only and sealed units for a period of five years. Sealed units fitted into timber cannot be guaranteed. Georgian Bar adhered to glass units cannot be guaranteed.

SOUTH WEST UPVC LIMITED shall make a reasonable charge for the cost of labour incurred in such repair or replacement of any component.
- 9/ The Purchaser has the right to cancel the order without penalty, other than deposit, provided that SOUTH WEST UPVC LIMITED receives such a request in writing within seven days of the date set down on the schedule attached. Any cancellation after this time period will result in pro rata charges being made to the customer.

Credit card transactions will carry a 3% surcharge.
- 10/ Any levies or taxes imposed by Government prior to installation will be added to the final invoice.



Director: R. Colabella Registered in England No: 2698108 Registered VAT No: 575 971 880

Registered Office: Fast-Fix House, Seymour Road, Gloucester. GL1 5PP.

