



The North West

WINDOW & DOOR COMPANY

TERMS & CONDITIONS

1. In these conditions of sale The Company means The North West Window & Door Company LTD. The Customer” means the person, firm or company from whom an order is accepted by the Company. “Goods” means goods or services which are subject of such an order be it placed verbally or in writing.
2. The Customer agrees to purchase and have installed the Goods specified in the order form.
3. Orders are individually manufactured, and any Goods not used in their intended location in the Customer’s premises cannot be credited against the contract price.
4. Payment upfront of 50% is required upon order and the total outstanding balance is payable immediately after the Goods have been properly installed or delivered in accordance with the terms of the contract. Payment is to be made to the installer in cash or by cheque made payable to the Company. Any outstanding balances not paid in full by the Customer on the date of the installation will be compounded at a monthly interest rate of 2.5%.
5. This order is accepted by the Company subject to a final technical survey, which will be carried out in daylight hours.
6. The Company reserves the right to cancel this order in the event that the surveyor is not entirely happy that the Company can fulfil its obligations to the Customer within the contract price. In this event, any deposit or monies in respect of the contract will be refunded in full by the Company.
7. The Customer hereby acknowledges that the items and diagrams in this contract have been checked and are correct.
8. Risk shall pass to the Customer when Goods leave the Company’s premises where the Customer collects. Risk shall pass to the Customer when Goods have been installed by the company.
9. Notwithstanding that the risk in the Goods has passed to the Customer, the ownership of the Goods shall remain with the Company which reserves the right to possession and to dispose of the goods until such time that payment has been received in full by the Company and cleared through the Company’s bank account.
10. The Customer agrees to permit access to the Company and its workmen to the installation address at all reasonable times in order that the Company may carry out the works scheduled. If, within 28 days of being advised that the Company is ready to install, the Customer has not agreed to an installation date, the balance of the product supply cost becomes payable.
11. The Customer will provide the free use of a reasonable amount of water and electricity.
12. The Company will take all reasonable care of the Customer’s property when carrying out the work but cannot accept liability for damage or re-decoration.
13. The contract price does not include for the repair or replacement of any rotten timber, defective lintels, hidden services or hazardous materials such as asbestos found during the course of carrying out the works of for the repair otherwise of any other structural defects unless such work is specified in the schedule of work. Any such work found to be necessary



The North West

WINDOW & DOOR COMPANY

will be brought to the attention of the Customer and will be the subject of a separate quotation.

14. The Company does not undertake to move services, fixtures or fittings which are ancillary to the basic structure of the property, e.g. radiators, pipes, electricity, telephone or television cables and the Customer shall remove all household fixtures, including curtains, nets and blinds, before the installation is due to commence.
15. The Company does not take any responsibility for damage caused to any of the above if not removed by the Customer whilst work is executed. The Company reserves the right to charge for wasted time if it is unable to carry out work due to site specific restrictions/conditions.
16. No undertaking can be given that the Customer's existing doors, windows and/or frames can be removed so as to be fit for re-use or any other purpose and they will be removed from the site and disposed of unless the Customer instructs the installer to leave them. Every effort will be made to protect and clean working areas as best as practicable, but the Company cannot be held responsible for small fragments /splinters/ particles, which may still be present.
17. The Company reserves the right to make minor variations in the specification of any of its products at its discretion and without prior notice to the Customer, in keeping with the Company's policy of continuous development and improvement.
18. The Customer shall be deemed to have accepted the Goods if not rejected within twenty-four hours of delivery or collection or immediately in the event of the Customer having signed a note of acceptance or delivery. Rejection subsequently will not be acceptable to the Company.
19. Any product guarantee will come into effect immediately upon completion of the works provided that the full price has been received (less any appropriate amount in the event of defects) by the Company on the due date.
20. The delivery or installation period quoted is that anticipated at the time of the order and will be improved on if possible. In the event that this contract is not completed within the specified delivery period, the Customer may serve notice on the company in writing, requiring that the work be carried out and completed within six weeks. If the work is not completed within such expended period, the Customer may cancel the uncompleted work covered by the contract without penalty on either side and without loss of any deposit paid by serving written notice by recorded delivery post to the Company. Notwithstanding the foregoing, the Company shall not be liable for any delay in the completion of work which arises from causes beyond the reasonable control of the Company. In the event that time has been made the essence of the contract, time shall not run during such delay or when a delay on the Customer's account is operating.
21. The Company's liability to the Customer in respect of the direct or indirect consequences of any breach or non-performance howsoever caused or of the strikes or of lock-outs or of any other circumstance beyond the Company's control or of non-supply by a third party or arising out of negligence or of any misrepresentation or of force majeure or of any other tort or breach of statute by the Company, its employees or its agents shall be limited to the price of the goods which are subject matter of the particular order. The Company reserves the right to treat the contract as at an end with no compensation payable to the Customer.



The North West

WINDOW & DOOR COMPANY

22. The Company does not claim or guarantee that its products eliminate or even reduce the incidence of condensation.
23. The Company will repair or replace all goods which are or become defective by reason of faulty materials or workmanship in line with our written guarantee.
24. Nothing in these terms and conditions shall be interpreted as excluding or restricting the statutory rights of the Customer.
25. The formation, construction and performance of this agreement or shall be governed in all by English Law.

<p>Please check all details shown before signing acceptance of this contract, signing this contract demonstrates that you fully understand the terms & conditions of this contract as printed overleaf and that you agree to pay The North West Window & Door Company LTD on completion. All goods remain the property of The North West Window & Door Company LTD until payment is received in full. Any changes to the above could result in extra costs. No work will be undertaken which is not included in this contract.</p> <p>Print Name: Customer Signature: Date:</p>	<p>Payment Method: Cash / Cheque / Debit Card / Credit Card</p> <p>Net Price: £</p> <p>V.A.T: £</p> <p>Total Price: £</p> <p>Deposit Taken: £</p> <p>Balance Due Upon Completion: £</p>
---	---



The North West

WINDOW & DOOR COMPANY

NOTICE OF RIGHT TO CANCEL

As the customer, you have a legal right to cancel your contract, at no penalty, with The North West Windows & Door Company LTD. As such, a 14-day cooling off period shall apply to this contract. Please note that you may be required to pay for the goods/services supplied if the performance of the contract has already begun prior to the expiry of the cancellation period. Your notice of cancellation shall be deemed to be served to The North West Window & Door Company LTD on the date on which it was sent, either by post or email. If you wish to cancel this contract, please notify to The North West Window & Door Company LTD by completing this form and returning it as soon as possible. Complete and return only if you wish to cancel the contract:

I/We hereby give notice that I/we wish to cancel my/our contract, at the installation address shown below at no penalty, with The North West Window & Door Company LTD. It is understood that, where the performance of the contract has already commenced, I/we, may be required to pay for any goods or services already supplied to me/us.

Installation Address	
Reference Number	
Print Name	
Signature	
Date	



The North West
WINDOW & DOOR COMPANY

WORKMANSHIP GUARANTEE

Issued to:

Installation address:

Commencement date:

Reference:

Workmanship Guarantee on windows and door frames are guaranteed against any failure in welded joints and distortion in accordance with system supplier's recommendations for a period of no longer than 10 years from the above commencement date. Glass sealed units are guaranteed for a period no longer than 5 years after the commencement date above for the failure of hermetical seals (i.e. misting between panes). Locking mechanisms, hinges and all metallic moving parts are guaranteed for 1 year subject to regular maintenance by customer. Cosmetic deterioration to handles, letter plates and door handles etc. due to general wear and tear are not covered by this guarantee. No guarantee is given as to the elimination of condensation. This guarantee does not cover for breakage of glass after the installation is complete. Excludes consequential loss. All guarantees are given in good faith. However, if it is deemed after a visit from a company representative that our product has been misused, tampered or damaged in any way etc, we will render the guarantee null and void, leaving any remedial work to be carried out at a pre-arranged fee, which shall be payable before any work commences. This guarantee is nontransferable. Any failure of materials due to faulty workmanship under the term of this guarantee will be repaired or replaced by The North West Window & Door Company LTD sole discretion. The customer will have the benefit of the manufacturers guarantee in respect of any materials this should be obtained from The North West Window & Door Company LTD on completion of contract.



The North West

WINDOW & DOOR COMPANY

ORDER FORM

Contract Number	Date Of Survey	Start Date
Customer Name		
Customer Address		
Customer Telephone Number		

Location	Frame Design	Description	Width	Height	Glass Pattern/Type	Unit Size	Other

The North West Window & Door Company LTD

Registered Address: 53 Red Pier Crescent, Runcorn, WA7 1JD

Registered in England and Wales with Registration Number: 14453955