

## Inspire Windows Ltd Terms and Conditions

- General-** a) In these conditions the person signing the acceptance slip or contract is referred to as the Customer and the company who is supplying the products detailed in the schedule is referred to as 'The Company' Inspire Windows Ltd.
- b) The customer is contracting direct with the company for the supply and installation (where necessary) of the products and services detailed and payments must be paid directly to the company.
- c) The description of the company's products and their effect is set out in the company's current literature which is freely available. No additional representation shall bind the company unless the same has been put into writing by a director. From time to time improvements and changes are made to the company's products. The customer acknowledges and agrees that he shall receive delivery of products which comply with the company's latest basic design and specification may be affected without notice to the customer provided that the product shall be of equal or greater to the customer.
- d) This contract contains all the terms and conditions agreed between the company and the customer and no variations of these terms and conditions shall bind either party unless previous agreement in writing signed by both the customer and a director of the company.
- e) This Guarantee is transferable from the person signing the contract and is provided on the basis that the goods have been correctly installed and maintained in accordance with our instructions, which are available on request. The company must be informed in writing within 30 days of the change of ownership and pay an administration fee of £95 for the work we carry out in transferring the remainder of the guarantee. We reserve the right to inspect the installation before agreeing to transfer the guarantees to make sure that you have met the guarantee conditions. We will write to you and let you know the result of the inspection. We will be entitled to refuse to accept the transfer of the guarantee if our inspection reveals that you have not met the guarantee conditions
- f) The customer is responsible for all planning applications relating to the property named on the contract, to include local planning applications, building regulation applications and work in conservation areas. It is not the company's responsibility to identify whether a property is subject to local planning laws.

- Survey -**a) This agreement is subject to a detailed survey being carried out by the company, the company may as a result thereof in its absolute discretion and without ascribing any reason cancel all or part of this contract at any time to the installation commencing.
- b) If it is found during the survey that additional work is necessary which is not covered by this contract to ensure that the completed installation is up to the company's standard then the cost of such additional work will be notified to the customer before the installation commences. If the customer is not prepared to bear this additional cost then the company reserves the right to vary the terms of its guarantee or to cancel the contract.
- c) Building and base works are subject to ground conditions. These are not exposed until work commences, so these works cannot be assessed during survey. For conservatories, our estimate included for a 600mm deep strip concrete foundation (unless stated otherwise). Should conditions dictate that additional works are required; the customer will be informed of any additional cost. If the customer will not meet the additional cost, the customer must pay for work to date and any re-instatement of the site.
- d) Where manufacturing sizes are supplied by the purchaser due to a new opening or alteration to existing opening, those sizes will be taken as correct and any subsequent inaccuracies which result in the manufacture of incorrect size will result in an additional charge being levied against the Purchaser.

- Delivery-** a) The company will use its best endeavours to install the products scheduled within the period quoted to the customer. If the work specified is not completed within this period, the customer may serve a notice on the company requiring that the work be completed within such a reasonable period as the customer may specify (in general the company would accept six weeks as being reasonable). If the work is not completed within such an extended period the customer may cancel the uncompleted work covered by this contract by the service of written notice to that effect on the company as its Registered Office.
- b) Notwithstanding the foregoing i) the company shall not be liable for any delay that arise from circumstances beyond the reasonable control of the company and in the event that time has been made in the essence of the contract time shall not run during any period when delay on that account is operating and ii) 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.

**Title -**a) The property in the products the title to the products and the ownership of the products shall remain with the company and will not pass to the customer until the total price stated overleaf has been paid to the company. No work will be carried out by the company under the guarantee until the total price has been paid to the company.

- Guarantee-** a) All glass used shall be of good quality but the company shall be under no liability whatsoever in respect of minor blemishes or imperfections which are not guaranteed by the glass manufacturers.
- b) The company does not guarantee that the installation of the products specified will affect the incidence of condensation in the building and a leaflet describing the causes and remedies of condensation is available from the company. The company does guarantee that condensation will not form between the panes of the double glazed sealed units during the period of the guarantee.
- c) Notwithstanding the foregoing- the company shall not be liable to repair or replace any item which in its opinion has suffered damage due to misuse accident or premature deterioration due to the customers failure to satisfactorily maintain the product. The principle of fair wear will be applied in all cases.
- d) These conditions state the full liability of the company in respect of disputes and the company shall not be liable for consequential loss of any nature whatsoever including loss of earnings. No further guarantee warranty or representation is given or made as to the products or installation of them by the company or its agents.
- e) Any repairs will take place between the hours of 8am and 6pm, Monday to Friday. Repairs will be carried out as soon as a repair engineer is available.
- f) All conservatories, windows and doors supplied by us have the following warranties:
- uPVC Profile– 10 years- The framing and installation are guaranteed for 10 years against discolouration and failure.
  - Aluminium profile – 10 years - - The framing and installation are guaranteed for 10 years against discolouration and failure
  - Locks and fittings – 10 years-The company undertakes to replace or repair free of charge any hardware product that proves defective as a result of faulty materials or workmanship within a period of 10 years from the date of installation
  - Sealed Units – 10 years - Sealed units are guaranteed for 10 years when installed with new frames, 1 year when installed into customers existing frames. This guarantee covers failure of the warm edged spacer or condensation inside the sealed unit but excludes any cracks or breaks caused by accidental or non accidental damage.
  - Conservatory Roof – 10 years- Guaranteed for 10 years against failure
  - Any amendments to frame, hardware or glass guarantees shall be detailed below and will overrule any above stated guarantees

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This warranty does not affect any statutory rights you have as a consumer.

- b) Excluded from this warranty is any defect in the goods arising from fair wear and tear, wilful damage, accident, negligence, faulty installation by you or any third party, or any alteration or repair carried out without our approval.
- c) Should any goods supplied by us to you develop a defect under warranty you should notify us in writing as soon as possible.
- d) Where we replace any item under warranty we reserve the right to arrange (at our cost) for the return of the original item.
- e) The customer must satisfy himself as to the suitability of the products before use and installation. No liability shall rest upon the supplier for any conditions made of implied nor is any warranty given or to be implied as to the life and wear of the goods supplied or that they will be suitable for any other particular purpose for use under specific conditions notwithstanding that such purpose or conditions was made to the supplier before supply of the goods

- Liability-**a) The company shall not be liable to pay for any work carried out by any other person firm or company engaged by the customer whether by way of rectification completion to or in respect of the contract works to be performed by the company unless such an engagement shall have been agreed by a director of the company in writing.
- b) Liability whether is respect of one claim or in the aggregate arising from the installation of the company's product shall not in any event exceed the cash price stated.

## Data Collection

We do request information such as your name, address, postcode, telephone number and email address as part of your contract with us. This data is stored on a password protected database as well as in paper form for the use of our installation, administration and surveying teams. We hold this data for the length of your guarantee with us. We are required to share this information with Certass and Plastics Window Federation. Under GDPR you have certain rights regarding your Personal Information, please refer to our full privacy policy at [www.inspirewindows.co.uk](http://www.inspirewindows.co.uk)

**Installation-** a) The company and its servants will do their utmost to keep any damage to a minimum but it cannot guarantee to avoid damage to wallpaper or paintwork surrounding the installation and any redecoration as a result of such damage shall be the responsibility of the customer.  
b) The company will not be liable for damage of any description arising from the installation or use of the products where such damage is due to defects in the fabric of the building which existed prior to the installation of the company's products whether such damage was detected at survey or not. The company will notify the customer of any such defect if it is thought that the defect will prejudice the performance of the company's products.  
c) 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 and electricity, telephone or televisions cables unless specifically stated in the order.  
d) The company will endeavour to ensure that the works match existing finishes but will not be liable for non matching due to weathering of existing materials and cannot guarantee the matching of external specialist finishes such as pebble-dashing or similar material. When variations occur in existing plaster lines the company cannot guarantee that equal sub frame will be visible all round, but will do its best to ensure that a high standard is achieved.  
e) The company will make good any damage caused during installation to plaster, rendering or brickwork immediately surrounding any window or door installed, but the company cannot guarantee the avoidance of superficial damage to surrounding wallpaper and paintwork and ceramic tiles in the same area. The making good of such damage is the responsibility of the customer, providing there is no negligence by the company.  
f) The company cannot undertake to remove intact any existing glass, frames or secondary double glazing units or guarantee to remove or replace existing secondary double glazing units without damage.  
All materials removed during the course of installation will be cleared from site and cannot be retrieved thereafter. If any materials are required to be retained this must be clearly stated in the order and will be the responsibility of the customer to arrange such operations.

#### **Curtains**

d) Curtain removal and replacement. It is not part of our costing, unless you have specifically asked us to carry out this work. Our installers will, if asked, try to leave you with some screening at bedroom windows. If you are concerned after talking to our surveyor about any delicate, expensive or complicated curtains or pelmets, please contact your curtain installer to carry out the removal and replacement. Inspire Windows Ltd will not be held responsible for damage to curtains or blinds that are present during the installation process.

#### **Cables**

e) We wish to make you aware that during replacement work there is a risk of damage to cables run on, or through, frames to be removed. If any damage occurs you are liable for any resulting costs. You could elect to have the cables removed and replaced by your supplier's. This will involve costs and inconvenience as you could be without these services until the work is complete. (Unless you re-site the cable/s away from the frames).  
In most cases we think leaving the cables for us to try and re-route behind the new frames is an acceptable risk as usually no damage occurs, but as always, the decision is yours.

**Payment-**a) It is hereby agreed and declared that the agreement is neither hire purchase nor a credit sales agreement

b) Payment of the final balance is due on practical completion and inspection by the customer or its agents or on delivery of the products or any of them in the case of 'Supply Only' contracts. Payment must be by way of cash, debit or credit card or direct payment to our bank account. c) In the event of any minor defect with or damage to components such as but not limited to profile, glass, handles, hardware, weather seals and the like under the terms of the contract the installation will be deemed practically complete and the final balance will become payable. The company will accept the customer withholding retention of 5% of the outstanding balance in these circumstances. Until the defect is resolved, upon which payment is required without delay.

.d) These prices include VAT. However, if the rate of VAT changes between the date of the Order and the date of delivery, we will adjust the VAT you pay, unless you have already paid for the Goods in full before the change in the rate of VAT takes effect

e) The customer shall not be entitled to withhold payment by reason for any alleged minor effect which would normally be dealt with under the guarantee. If payment is not made by the customer as above on completion of installation, interest shall accrue on the amount of payment outstanding to the company from that date to the date of actual payment at the rate of 3% per month, accruing day by day.

f) The Price shall be the sum set out overleaf and shall be paid as follows:

(a) For conservatories and porches - supply and fit: (i) a deposit of 25% of the Price payable on the acceptance of the Order; (ii) a further 25% of the Price payable on completing basework; (iii) a further 25% at wall plate level/ before roof installation (iii) the final 25% on completion of the installation.

(b) For upvc windows and doors - supply and fit: (i) a deposit of 25% of the Price payable on acceptance of the order (ii) the final 75% of the Price payable on completion of the installation. For orders over £8,000 we reserve the right to request a 40% payment midway through the installation, at a point to be pre agreed with customer.

(c) For Aluminium products – supply and fit: (i) a deposit of 50% of the price payable on acceptance of the order (ii) the final 50% of the price payable on completion of the installation.

**Access-**The customer agrees to provide the company and its servants or agents with reasonable access to the customer's premises between 8.00am and 6pm on Monday to Friday until the installation has been complete and the products paid in full. In the event of the customer failing to give the company its servants or agents access to the premises for a period of twenty eight days from a request in writing by the company shall be entitled to terminate the agreement at the expiry of such period but without prejudice to its rights and liabilities hereunder and in particular to its right to receive payment for any works done or products manufactured, purchased or supplied to that date.

#### **Cancellation-**

You, as the customer, have the right to cancel the contract within 14 days without giving any reason.

The cancellation period will expire after 14 days from the day on which you acquire the physical possession of all goods described in the contract.

#### **Your right to cancel excludes goods, which are of a bespoke nature.**

#### **\*Bespoke product definition – A product designed and manufactured to the customer's specification and/or made to measure**

To exercise the right to cancel, you must inform Inspire Windows Ltd of the decision to cancel the contract by a clear statement (e.g. a letter sent by post, fax or e-mail).

#### **EFFECTS OF CANCELLATION**

If you cancel the contract, will reimburse to you all payments received from you, excluding the cost of bespoke products named in the contract, but including the costs of delivery (except for the supplementary costs arising if you chose a type of delivery other than the least expensive type of standard delivery offered by Inspire Windows Ltd)

Inspire Windows Ltd may make a deduction from the reimbursement for the loss in value of any goods supplied, if the loss is the result of any unnecessary handling by you.

Inspire Windows Ltd will make the reimbursement without undue delay and not later than-

(a) 14 days after the day on which the goods are received back from you, or

(b) (if earlier) 14 days after the day you provide evidence that you have returned the goods, or

(c) if there were no goods supplied, 14 days after the day on which Inspire Windows Ltd was informed about your decision to cancel this contract.

Inspire Windows Ltd will make the reimbursement using the same means of payment which you used for the initial transaction, unless you have expressly agreed otherwise; in any event, you will not incur any fees as a result of the reimbursement.

Where you have already received the goods, Inspire Windows Ltd shall collect the goods from you at Inspire Windows Ltd own expense.

If you have requested to begin the performance of any services contracted for within the contract, during the cancellation period, you shall pay Inspire Windows Ltd an amount which is in proportion to what has been performed until you have communicated the decision to cancel this contract, in comparison with the full coverage of the contract.