

DEFINITIONS

1. The agreement between (a) DNA Trading Limited (and any associated Companies owned by The Home Improvements Group Limited), thereafter called 'the company' and the (b) purchaser also referred to as the customer. The goods are being supplied under a Contract hereinafter referred to as "the agreement" and are tailored specifically for the Customer and consequently cannot be used elsewhere.

TERMS OF PAYMENT

2. The outstanding balance shown overleaf (including any variation of contract) shall be payable to the Company's installers in cleared funds upon substantial completion of the installation which is deemed to be approximately 90% of the works. Non-completion of works e.g. broken glass units, marks on frames, parts missing or damaged etc. shall not entitle the customer to withhold payment greater than 5% of the agreement price. Any sum outstanding for more than 7 days above this will incur a £50.00 administration charge and/or is subject to interest of 8% per month commencing immediately until actual payment is received. The person(s) entering into the agreement shall be liable for the full amount.

SCOPE OF WORKS

3. The works to be carried out is limited to that specifically mentioned. Verbal agreements are of no effect unless shown overleaf. Prior to Surveyor's approval to process the order and within the cooling off period, we reserve the right to make any modification appropriate following this survey. The company also reserves the right to cancel this agreement immediately following or during the survey. The quoted price overleaf assumes structural integrity of the apertures where our products are to be fitted. If any additional building work or repairs are found necessary either during the survey or installation, they are chargeable. The customer is notified that it is entirely the Customers responsibility to obtain and establish whether any planning permission or Building Regulation consent or Listed Building consent are required in relation to the installation of the goods at the customer's premises. Any element of the property containing Asbestos is the responsibility of the customer. Soffits containing Asbestos will not be removed, UPVC soffits will be fitted on top. It is the customer's responsibility to move any obstructions to the works being efficiently completed. The Company will not be held responsible/liable for any damage/costs caused to any household items or vehicles that have not been moved prior to the installation.

VARIATION OF CONDITIONS

4. Any variation of these conditions (including any special terms and conditions agreed between the parties) shall be inapplicable unless agreed in writing by the Company and acknowledged and/or signed for by both parties on a Variation of Contract document (V.O.C.). Any increase or decrease in price will usually be notified via the completed VOC This may be completed internally at times but shall still be enforceable as a demonstrable cost.

TIME OF PERFORMANCE-COMPANY

5. Delivery dates given by the company are a guide only and times shall not be the initial essence of the Company's obligations. An installation date will be given by the Company as and when the products have been manufactured, but this may be affected by inclement weather or unforeseen circumstances. Customers will be informed of delays and will have the right to make time essence of the agreement if goods have not been installed/delivered 26 weeks from the date of expected delivery as advised by the Company or in unforeseen circumstances, this period may be extended by the Company in writing stating reasons.

TIME OF PERFORMANCE-CUSTOMER

6. The customer agrees to give free access to the company's workmen and supervisors to carry out all constituents of the said installation. If such access is not given within 14 days of the customer being notified that the products are ready for installation, then the customer shall be liable to pay the company the outstanding balance within a further 7 days. It is the customer's responsibilities to ensure all electrical sockets are maintained (e.g. fridges or other power dependent accessories).

PASSING OF PROPERTY

7. All goods remain the property of the Company until they are paid for in full by the customer or must be returned so may be removed at the discretion of the Company, or charges may levied for removal. Guarantees are invalid until payment in full is made.

ADDITIONAL WORK

8a. 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, blinds, telephone or television cables except if agreed at an extra cost.

8b. The company will endeavour to ensure that the works match existing finishes but will not be liable for non-matching of external specialist finishes such as pebbledashing, similar material, existing lead/Georgian bar layouts. When variations occur in existing plaster lines, the company cannot guarantee equal amounts of sub frame will be visible all round.

8c. The company will make good any damage caused in the course of installation to plaster, rendering, brickwork or pointing immediately surrounding any window or door installed but the company cannot guarantee to avoid damage to ceramic tiles in the same area, making good of which is the customers' responsibility.

8d. The company cannot guarantee to remove any existing glass, frames or secondary double-glazing units intact or without causing damage to their surroundings. All materials removed during the course of the installation will be cleared from the site and cannot be retrieved thereafter.

8e. If any material is required to be retained (see prior clause) this must be clearly stated within the contract agreement.

8f. The customer must ensure that an electricity and water supply are available to the company's workmen for the purpose of installing the goods at the customer's premises. In the event of no electricity/water supply being available the customer will be charged for any incurred costs due to inactivity and/or the involving/ hiring of a generator etc.

CONDENSATION

9. The customer acknowledges that condensation is dependent upon a number of variable factors, some of which may be favourably affected by the installation of new glass/windows on the inside and outside panes

GLASS

10. The company cannot be held responsible for the imperfections caused by the manufacturing process of glass nor for any breakage of glass after 24 hours once installed. Any marks or scratches must be reported within 48 hrs or will be chargeable.

SOUND REDUCTION

11. No specific representation regarding performance of double-glazing units or other materials shall be made, it being agreed that a certain element of sound reduction can be expected depending upon the glass or other specification selected but is not guaranteed.

PRODUCT

12. Demonstration windows, doors and other products are used to indicate the working of a typical product and its composition and are sample products only. The windows or other products detailed overleaf will be manufactured and installed with the company using such manner and material as the company considers suitable. It is the company's policy to ensure continuous improvement of products and therefore the company reserves the full right to make any modification in design, specifications or composition as it sees as fit and appropriate hence designs and styles may vary slightly from the samples that you may have seen, and the decision of the final source shall remain discretionary.

STYLES

13. The styles on the order form are viewed from the inside or the outside as stated on the agreement. Appropriate window proportions will always be determined by the surveyor unless marked on the agreement by the customer to the contrary. This also includes leaded and Georgian layouts and other accessories, and the decision of the surveyor is always binding unless specifically discussed and amended during the survey process. In the absence of a Variation Of Contract or any other communications the surveyor view and actions shall prevail.

CLEANING & MAINTAINENCE

14. It is recommended that the frames supplied by the company should be cleaned with warm soapy water at regular intervals (generally not exceeding 3 months). Hardware (hinges, handles etc) should be oiled not less than twice a years and failure to adhere to these points will affect the guarantee and may make it void.

SILLS

15. Removal of a stone, concrete or tile sill will be charged for as an extra and must be detailed on the agreement to apply. All cills stated are external unless otherwise stated.

CONSENTS

16. The customer is responsible for obtaining all necessary planning permission and local authority consents and permissions for any work to be carried out. In carrying out any work the Company will assume that the necessary consents and permissions have been obtained and accepts no responsibility whatsoever in the event that they have not.

IMAGE RIGHTS

Photographs may be taken of the job prior to and after completion which may be used in an un-attributable form on our website, Facebook or other forms of advertising. If you do not give consent for us to take the images inside and outside, then you must inform us of this in writing prior to completion of the installation. Failure to do so shall deem that consent to have not been withheld. Please send any requests to hq@thehomeimprovementsgroup.com

GUARANTEE

18. The company guarantees the PVCu frames against rotting, warping, peeling, fading and flaking from the date of installation for 10 years. The hardware installation materials are guaranteed for 10 years and the sealed units are guaranteed for 10 years. This guarantee is subject to a product health check being conducted every 3 years after year 1. It is the responsibility of the consumer to request a product health check and failure to do so may render any guarantee aspects invalid. All building work is guaranteed for 3 months but a total of 1 year subject to any contractors being solvent and able to attend. Prior to attending any remedial request unless you have received a product health check within 36 months, a call out charge of £50 is required. This may be wholly or partially refunded once the work has been assessed or deducted from any additional charges. If you have received a product health check this call out charge is reduced to £25. This guarantee is invalid if the materials have been misused, abused, neglected or not maintained properly or if full payment has not been made. The guarantee is not transferable without written consent, which will not be unreasonably withheld but may require a site inspection prior to the Company agreeing to any such transfer and an administration fee of £75 is applied. Remedial works carried out by third parties whatsoever the cause, if agreed between the Customer and the Company to be appropriate shall render the guarantee for that element of the installation invalid, whereby the liability for such work shall pass to the third party and engaged upon their terms. Any contract entered into with previously owned trading entities which are now dissolved is discretionary and not an obligation of the Holding Company.

NOTICE OF THE RIGHT TO CANCEL

19. The purchaser has the right to cancel this agreement by written notice within a period of 7 days following the date signed. Written notice of cancellation can be sent to the address overleaf by 'special delivery' post or electronic mail (email) and is deemed to be served as soon as it is posted or sent. The consumer may be required to pay for goods and services supplied if performance of the contract has commenced prior to the end of the cancellation period and this may include consultation and survey visits in relation to the works. A Right To Cancel form is usually provided with this contract and can be emailed upon request.

20. Cancellation after the 7 days will attract the following charges by way of liquidation damages. Prior to manufacture: 20% of the full contract value; during manufacture 75% of the full contract value and post manufacture 95% of the contract value. All charges will be retained less any deposit and/or part payment(s). The company retains the right to cancel this agreement if it deems the design to be not structurally sound or appropriate and will do in writing, stating the reasons & any pre-payments will be refunded less any incurred costs.

ADMIN FEE

21. In the event of a deposit being paid this sum will usually be insured against loss via a Deposit Protection Scheme and an administration charge may be levied to the contract to cover this cost. If a deposit is paid with a credit card an Admin Fee shall not usually apply.

FORCE MAJEURE

22. Neither party shall be liable for any default due to any act of God, war, strike, industrial action, fire, rain damage, flood, drought, pandemics, storm damage/high winds, tempest pandemic or any other event beyond reasonable control of either party.

LAW

23. Nothing in these terms affects the purchaser's statutory consumer rights with the exception of any waiver given for fast fitting in relation to cooling off periods.