Terms & Conditions of Order

GHW Windows Ltd trading as Great Harwood Windows (who will be referred to in these order terms and conditions as "we") and Customer(s) (who will be referred to in the order terms and conditions as "you")

Quotations, Deposits & Payments

Retail Supply and Installation

1. For orders under £30,000.00, the following deposits are required:
    a. UPVC and roof orders require a 25% deposit.
    b. Full aluminium orders require a 50% deposit.
    c. Glazing only orders require payment in full prior to order.
2. All orders over £30,000.00 require a bespoke payment plan prior to order as follows:
    a. 25% deposit required on placing the order
    b. 50% payment required when the goods are delivered to site
    c. Remaining 25% paid on completion of installation.
3. Full payment of the whole balance is required on the final day of installation.
4. If on the final day allocated for installation works remain outstanding monies up to the value of the outstanding works could be withheld. A member of the team will arrange calculations and chase the outstanding balance.

Trade Fit Supply and Installations

1. The following payment plan is required:
2. 50% - Deposit upon confirmation of order
   25% - Before delivery / Arrival on site
   25% - On completion
3. Full payment of the whole balance is required on the final day of installation.
4. If on the final allocated works remain outstanding monies up to the value of the outstanding works will be withheld. A member of the team will arrange calculations and chase the outstanding balance.

Trade Supply Only

Please note, the following terms do not apply to trade account customers who have their own payment terms contracted.

1. 50% deposit is required on all orders including UPVC and aluminium.
2. 100% payment is required for glass only orders.
3. Payment in full must be made prior to delivery or collection.

Encapsulated Units

Monies may not be withheld due to incomplete works associated with encapsulated units. We hold no responsibility to identically match the unit but will do our upmost to visually restore the match to the original unit.

Trickle Vents

Following the update of the Building Regulations surrounding ventilation, full details can be found on our website. Please note, (for trade supply only orders) it is your responsibility to ensure your knowledge is up to date with associated regulations. Any installations made by ourselves without the provision of trickle vents will require a signed declaration prior to goods being ordered.

Survey

1. Following the survey, or by information supplied by you, which reveals significant unforeseen additional work being required at an extra cost to you, or your property being unsafe or unsuitable for the work to be carried out, both you or we will have the right to cancel the contract. In event of no agreement being reached regarding this please refer to the cancellation section.
2. If an event occurs, as in survey point 1, you will be provided with full details of the survey findings and any deposit will be returned to you. If any costs have been incurred regarding survey point 1 you will be charged for these.
3. Should floor levels change following the completion of survey and sign off and subsequent order of the goods leading to items which are not fit for purpose, GHW Windows will not be liable for the cost of replacing or rectifying the products.
4. We will provide adequate communication for survey and installation appointments, if you are not at the property on the arranged time and date without prior communication with us a fee will need to be incurred for the cost of our time.

Installations

1. The delivery period or estimated installation date will be advised once we have confirmation of product availability but this can be subject to change (as set out in the installation letter which will be supplied).
2. You will allow installation to commence within an estimated installation period. If within 6 weeks of the end of the estimated installation period, you are unable to accept an appointment for installation, 80% (less any deposit paid) of the order price is then payable (unless you cancel products not made-to-measure) and installation or delivery will follow as soon as is reasonably practicable by agreement between us.
3. If the work is not commenced within the estimated installation period advised, you may write to us, requiring the work to be completed within six weeks or some other period agreed between you and us. If the work is not completed within this agreed extended period, you may cancel the outstanding work covered by the contract without penalty to yourself by sending us a letter advising us of your wishes. We recommend that you send this letter by recorded delivery. You will be entitled to a refund of any monies which represent a payment for the installation of materials by us in excess of the value of any work carried out by ourselves. However, if we carried out any work to a value which exceeds any payment made, we will be entitled to charge for the difference. In the event of cancellation, you are entitled to deduct any additional amount if you have to pay more than the order price to others to complete the installation limited up to 5% of our quotation. In any of the above cases the value of the work will be agreed by you and us. In the event of no agreement being achieved refer to the complaints section.
4. In no event shall we be responsible or liable for any failure or delay in the performance of its obligations hereunder arising out of or caused by, directly or indirectly, forces beyond its control, including, without limitation, strikes, work stoppages, accidents, acts of war or terrorism, civil or military disturbances, nuclear or natural catastrophes or acts of God, and interruptions, loss or malfunctions of utilities, communications or computer (software and hardware) services; it being understood that we shall use reasonable efforts which are consistent with accepted practices in the fenestration industry to resume performance as soon as practicable under the circumstances.
5. You will pay us the balance of the purchase price immediately when the products have been properly installed or delivered in accordance with the terms of this order. This provision also occurs in Quotations, Deposits & Payments section.

6. We shall retain ownership of any goods purchased on your behalf even after installation until the order price has been paid which is due immediately on completion or delivery. We have the right to re-entry to remove any goods either installed or delivered which have not been paid for as set out above.
7. We will remove and dispose (in accordance with regulations) of replaced existing doors, windows and/or frames unless you ask us to leave them on your premises.
8. We will be liable for any damage caused to your property which was not necessary for the completion of the order if such damage was caused by us not exercising reasonable care and skill. We will not be liable for any claims for consequential losses relating to damage, such as loss of earnings or relocation.
9. We do not undertake to move services, fixtures or fittings, alarms which are ancillary to the basic structure of the property e.g. radiators, pipes, electricity cables, asbestos related products, nets and blinds etc. and we do not take responsibility for damage to the above.
10. Regarding the quality and description of the goods or services: We guarantee to repair where we deem it to be practicable and appropriate, and if not, to replace, and free of all charges for labour and materials, products including any insulating glass units which develop a fault. This includes condensation between the glasses of the units, and the construction of a base of a conservatory if included in the installation, due to defective materials or workmanship within 10 years of the date of installation (5 years for Double Glazed Units, 1 year for moveable parts). You must notify us in writing of any claim under the terms of this guarantee within 28 days of discovery of the fault. We reserve the right to be given entry to inspect the goods and installation.

    Please note, we offer 10 year guarantee across all UPVC and aluminium products with the exception of:
    - Hurst PVC-U wood grain and colour grained panels which have a 5 year guarantee.
    - Doorstop composite doors in dark wood and oak finish have a 5 year guarantee.
    - All sprayed products come with a 2 year guarantee on the paintwork, this is across UPVC and aluminium.
11. Despite the fact that your statutory rights remain unaffected, this guarantee does not extend to:
    - Minor imperfections within the glass and outside the scope of the visual quality standards of the Glass and Glazing Federation (GGF)
    - Damage due to misuse, neglect or lack of maintenance by you, or from causes beyond our control, (for example fire, flooding, civil disturbance, criminal damage or acts of war).
    - Specialist items installed, for example electrical ventilators, batteries etc., where the manufacturer's normal guarantee will apply.
    - Any work(s) carried out by others associated with this installation or to those parts of this installation affected by work(s) by others, other than work(s) carried out by this company or its employees and sub-contractors.
    - Internal condensation caused by excess moisture in the domestic environment, nor external condensation which can occur in certain climatic conditions in spring or autumn
    - Fair wear and tear, wilful damage, negligence, or abnormal conditions
    - Failure to follow supplier instructions on use and care

12. When installing double glazing only, GHW Windows will make every reasonable effort to preserve the original frames and sills in their existing condition. However, we cannot accept liability for any damage that may occur during the removal and reinstallation of glass into existing frames.

13. **Decorative Coving and Finishes** Our installers will take reasonable care when carrying out the installation. However, existing decorative coving, plaster mouldings and surrounding finishes may be fragile or disturbed where they are located close to the installation area. We will not be responsible for minor or unavoidable cracking, chipping or disturbance caused while carrying out the works with reasonable care and skill. Any making good, repair, replacement or redecoration of such finishes is the customer's responsibility unless specifically included in our written quotation.

Health & Safety – Customer Responsibilities

For the safety of our customers and staff, GHW Windows strictly prohibits the use of company ladders, tools, scaffolding, or any other installation equipment by anyone other than our trained employees and subcontractors. Customers, household members, or visitors must not interfere with, handle, or attempt to use any equipment belonging to GHW Windows.

GHW Windows cannot accept any liability for injury, damage, or loss arising from unauthorised use of such equipment. By entering into a contract with us, the customer agrees to ensure that all members of the household and visitors comply with this requirement.

Checking your product(s) Retail

Following installation of your product(s) you have a period of 72 hours to report any discrepancies or faults. Any reports must be made in writing.

Following this period monies may not be withheld for any faults or discrepancies with your product(s) and payment must be made in full.

Please note – following payment in full your guarantee will be issued which covers any product or installation failure for the period stated in your guarantee.

Checking your product(s) Trade Fit

Following installation of your product(s) you have a period of 72 hours to report any discrepancies or faults. Any reports must be made in writing.

Following this period monies may not be withheld for any faults or discrepancies with your product(s) and payment must be made in full.

Please note – following payment in full your guarantee will be issued which covers any product or installation failure for the period stated in your guarantee.

Checking your product(s) Trade

Following delivery or collection of your product(s) you will have a period of 72 hours to report any discrepancies with the product(s).

Please note, if a discrepancy is found within the 72 hour period it must be communicated to us in writing. Monies can not be withheld for orders separate to the one in dispute.

14. Nothing in these conditions will reduce your statutory rights relating to faulty or mis-described goods and services. For further information about your statutory rights contact your Local Authority Trading Standards Service or Citizens Advice consumer service.
15. We reserve the right to change the specification or brand of product to a product of equal quality where the specification meets those outlined in the contract.

I. Some aspects of the door installation are subject to 'wear and tear' and are considered inevitable effects of everyday use. In such instances GHW Windows Ltd will replace any faulty

parts but can not send out installers to carry out remedial works. These instances include, but are not limited to:
- Door drip bars working loose on the bottom of the door
- End caps falling off the end of the weather bar and cills
- Door re alignment, miscellaneous screw re tightening, lubrication etc. where the door has been in use for a period in excess of twelve months
- Electrical handles (such as the Yale Key free) have a product guarantee of 12 months. After this period, it is the responsibility of the customer to contact Yale direct who can offer assistance with any issues or queries.

16. All Warranties /guarantees will be deemed void where the customer or any third party he may have so directed has attempted any alteration / remedial works to the door / frame without prior discussion with GHW Windows Ltd.
17. Note – in respect of item 3 – where such maintenance /remedial work is required we would recommend the customer review and carry out such remedial activities as are required in accordance with the "Care & Maintenance Guide" documentation which is included with the distribution of your guarantee. GHW Windows Ltd reserve the option to revise this advice and review individual cases on merit where the customer may have medical or similar reasons which prevent them carrying out such actions themselves.

Cancellations

You have the right to cancel your order as follows:

1. Products such as windows which are made to measure and made to your specific requirements are exempt from the right to cancel under the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013. However in accordance with the GGF Consumer Code of Good Practice we provide you with a right to cancel without charge up to 7 days after the survey. If you wish to proceed without the 7 day period please indicate this on the cancellation waiver on the order form.
2. Products which are not made to measure – in addition to the right to cancel without charge up to 7 days from the date of contract, you have a right to cancel the contract up to 14 days after the date of delivery. However, you agree that the survey, erection of any necessary access equipment and installation work for such products may start before the end of this 14 days cancellation period. If you cancel we will collect the products delivered but not installed and we will charge you our reasonable costs of collection. We will also charge you our reasonable costs for the survey, access equipment and installed products provided up to the point of cancellation.
3. Your right(s) of cancellation referred to above can be exercised by delivering or sending a cancellation notice to us within the time periods indicated. The cancellation notice may be given to **(Great Harwood Windows, Unit 1, Peter Street, Blackburn, BB1 5LH or** info@greatharwoodwindows.co.uk**)**.
4. You may request a cancellation form if you so wish.
5. The notice of cancellation is deemed to be served on next business day of receipt.
6. You or we are entitled to cancel this contract in the event of any serious breach of contract by you or us, (such as in point 3 under installations above, refusal to comply with the Building Regulations or refusal by us to carry out a reasonably required correction of defects). In the event of cancellation you will be responsible for payment of any goods purchased or time incurred to date.

Cancellation Notice - If you wish to cancel the contract in accordance with your rights to cancel you MUST INFORM US BY MAKING A CLEAR STATEMENT (e.g. a letter delivered personally, sent by post, e-mail or fax) to Great Harwood Windows. Unit 1, Peter Street, Blackburn, Lancashire. BB1 5LH.

Complaints

1. Glass & Glazing Federation (GGF) Consumer Code of Practice and Complaints - You agree to notify us and to give reasonable opportunity to remedy any complaint you may have. We support the GGF Consumer Code of Practice as promoted by the GGF and undertake to work within the guidelines of this and any other GGF Code of Practice. A copy of this Consumer Code is carried by our representative and is available at our office. In the case of any dispute arising we will provide details of the GGF's Conciliation Scheme and The Glazing Arbitration Scheme (www.tgas.org.uk) administered by the Centre for Effective Dispute Resolution.