

## 1. DEFINITIONS:

- (a) Hussey & Briggs shall be called "The Company".
- (b) Written notice where required shall be given by prepaid recorded delivery to the Company's head office where a written acknowledgement should be obtained.
- (c) In this agreement "premises" shall mean the installation address.

## 2. STATUS AND CONDITIONS:

These conditions are incorporated into and form part of the contract between the Company and the customer named overleaf ("The Customer"). All previous representations whether oral or in writing and all terms agreed orally or in correspondence and all implications arising from conduct of the previous course of dealing (if there be any such) are hereby cancelled and excluded save to the extent that the same may appear on the face of the contracts or in these conditions.

## 3. CONDITIONS SUPPLIED:

- (a) Sample units carried by the Company's representative are intended to demonstrate the construction of a typical window and the materials to be used. The windows to fulfil this order will be manufactured in the way the Company considers most suitable, after inspection and measuring by its Surveyor. Descriptions and illustrations of goods in the Company's publicity materials are approximate for general guidance only: neither they nor any representations made by the Company's employees or agents form part of any contract between the customer and the Company.
- (b) The type of individual panes of double glazing, and their arrangement shall, in the absence of any special arrangement detailed in the contract, be determined by the Company. Glass used by the Company in the goods shall be of thickness and weight determined by the Company's Technical Surveyors. The Company excludes liability for optical defects attributed to natural phenomena.
- (c) Only glass of the highest standard will be used in the Company's goods but no guarantee against minor imperfections will be given, in the absence of specific dimensions or drawings from the customer, leaded and Georgian sealed units will be designed in accordance with the manufacturer's standard.
- (d) The customer shall grant to the Company's Technical Surveyor access to the property at reasonable times for the purpose of taking measurements and the viability of completing the contract is at the Technical Surveyor's discretion.
- (e) The Company's Surveyor will survey all contracts before work is put in hand at the Company factory. The details of the order as entered by the Company's sales representative may be varied on survey. The Surveyor will ask the customer to sign the survey sheet as a correct record of work to be carried out. It may be necessary on survey to reprice a particular contract but in the event of such price increase the customer will be given the right not to proceed.
- (f) Whilst the Company and its Surveyor will take every care in assessing all work necessary in connection with the installation of the units the subject of this contract, the Company accepts no responsibility to the customer to ensure that, in particular, all lintels, cavities and brick or stonework are capable of taking the units ordered. Should any work be necessary in this connection it will be charged accordingly and be payable in accordance with the terms of this agreement.
- (g) The Technical Surveyor will have absolute discretion as to whether the installation is viable and if in his opinion the work cannot be concluded to an acceptable standard for whatever reason, then the company reserves the right to cancel the agreement.
- (h) Colours: The colours of white gaskets and ancillary trims cannot be guaranteed to be identical to window and door frames as they are made from differing compounds.
- (i) Brass, lead and coated components are acknowledged by the customer as being materials that with time will tarnish, wear and weather.

## 4. LIABILITY:

- (a) The Company shall not be liable for any condensation on any of the goods nor does the Company warrant that the installation of the goods will eliminate or reduce any condensation existing on the premises.
- (b) The Company shall not be liable for any damage to the goods or the premises in any way or at any time caused by the act or default of the customer, their family, agents, servants, workmen or licensees or any fact beyond the Company's control.
- (c) The customer should carefully check the order form and report to the Company any errors or discrepancies within 5 days of signing the order.
- (d) The customer will provide adequate space for the delivery of Materials and be responsible for the protection of the surfaces which they are stored on, i.e. lawns, driveways, patios, etc.

## 5. TIME:

- (a) Time is hereby declared not to be of the essence of this contract but the Company undertakes to commence work as soon as possible and to use its best endeavours to complete the installation of the goods as quickly as possible. The customer acknowledges that in the contract time cannot under any circumstances be treated as cause for claims for consequential loss.

- (b) The customer will allow access to the Company's workmen or agents at all reasonable times to enable the installation of the goods to be completed and the Company shall not be liable for any loss due to the default of the customer, their family, agents, servants, workmen or licensees, inclement weather, or failure by the Company's suppliers to provide the necessary goods. In any such event, the delivery period shall be extended by such time as the Company may reasonably require. If at the date specified for delivery, the Purchaser delays the acceptance of the contracted goods for reasons outside the Company's control, the goods will be stored by the Company but the Purchaser shall pay to the Company any amount equivalent to what the Purchaser would be liable to pay for the goods if in fact they had been delivered. In addition, the Purchaser will be liable to pay reasonable storage for the period of delay, plus the cost of any additional handling and transport incurred. Alternatively the Company may give 14 days notice in writing, cancelling the estimate or any balance of the remaining site works unfulfilled on the date of expiry of such notice, when the Company, shall be entitled to recover from the Purchaser, as damages, any loss, expense or other damage suffered by the Company as a result of such cancellation. Unless expressly state the Company estimate is based on current costs at the date of the estimate and subject to confirmation upon receipt of the order. The Company's prices are subject to adjustment to cover any variation in prices of materials, wage rates or other costs which may be incurred after the date of the original estimate and before completion of the work, unless the Company has clearly stated on the order that the estimate is fixed for the duration of the site works.

## 6. ADDITIONAL WORKS:

- (a) 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.
- (b) 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, tyrolean or similar material. When variations occur in existing plaster lines, the Company cannot guarantee that equal amounts of subframe will be visible all around.
- (c) The Company will make good any damaged caused in the course of installation of plaster, floor, rendering, brickwork or pointing immediately surrounding any window or door installed but the Company cannot guarantee to avoid causing superficial damage to the surrounding wallpaper and paint work or to avoid damage to ceramic tiles in the same area. The making good of damage is the customer's responsibility.
- (d) The Company cannot undertake to remove intact any existing glass, frames or secondary double glazed units without causing damage.
- (e) 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 on the contract.

## 7. WORK UNDERTAKEN:

- (a) No re-decoration to the premises nor painting of plaster or rendering work is included in the contract nor shall the Company be responsible for any alterations to pelmets or blinds due to the installation of goods.
- (b) The Company, in its policy of continuous improvement, reserves the right to modify the product by variation of design and/or specification without prior notice.
- (c) Manufacturing doors, vent widths, sizes of construction, types of joints and drainage will be to normal tolerances and way of practice.
- (d) The Company accepts no liability for any personal injury, damage of property or consequential loss caused by defective carrying out of installation work: otherwise than in circumstances of negligence on the part of the Company. Any damage to the doors/sealed unit windows caused by a customer or third party will immediately result in the guarantee being held in abeyance until suitable repairs have been carried out by the Company for which a relevant charge will be made. Following this work the guarantee will again stand.
- (e) It is a condition of this contract that the customer undertakes without charge to the Company to comply with the Statute Order in Council, Decree, Regulations, Bye-law or other requirements for the time being in force of any government department, Municipality or other competent Authority. If owing to the Purchaser's failure to comply with any of the aforementioned Department's conditions. The Company are put to any loss or expense by the Purchaser, the Purchaser will be responsible to reimburse the Company for the full amount thereof.
- (f) It will be the Purchaser's responsibility to ensure that adequate protection is provided to all areas of the site to avoid damage which may be caused by the execution of the works. No liability by the Company will be accepted for unprotected carpets, wall coverings, household goods, wall decorations or any such items which could reasonably have been removed or protected by the Purchaser before the commencement of works.
- (g) The Purchaser agrees to provide free of charge to the Company lighting and use of power or telephone for work related use of the job in hand.

## 8. PAYMENT:

- (a) The Company has quoted its price to the customer on the basis that all outstanding balances will be paid in full when the work is substantially completed, i.e. when units have been delivered to site and fixed in position. Prior to this a deposit will have been paid in addition to stage payments as detailed in the price and payment schedule and a payment on delivery of the goods will leave no more than 10% of the contract price outstanding during the installation. An exception to the above is where a Home Improvement loan has been agreed and the Company is acting as a broker whereby the note of satisfaction/payment will be signed by the customer on substantial completion. Accordingly the Company rely on the customer to pay the whole of the balance of the price when given notice of substantial completion. Any sum outstanding following substantial completion will be subject to interest which shall run from the date of the final invoice to the date of the actual payment at the rate of 5% above base rate for the time being fixed by the Bank of England.
- (b) The customer will accept delivery, or provide reasonable access to enable installation to be completed, as soon as advised that the units are ready. If within 28 days of such advice an appointment has not been fixed the balance of the purchase price is then due and payable.
- (c) The Company's personnel are authorised to accept cash, cheque or home improvement loan documents in favour of the Company. If there is some minor defect in the work the Company expect the customer to rely on its assurance that it will be rectified in accordance with the terms of its guarantee. The customer's failure to pay the balance at substantial completion would be a breach of this agreement.
- (d) If the balance of the purchase is not paid in full then the Company can give 7 days notice of removal of goods delivered or installed by the Company or its employees and the customer will provide access on the given date plus be liable for any costs incurred by the Company and will be responsible for their home security boarding of any external opening as a result of removal of goods. In the event of the customer not being present the goods will be removed and any necessary boarding up to secure the property, as felt necessary by the foreman will be charged for by the Company.

## 9. GUARANTEE:

The Company undertakes from the date of completion for a period of 10 years to replace or repair at its sole discretion, but free of all charges any fault which develops due to defective materials, construction or workmanship. Any sealed double-glazed unit is guaranteed for 5 years. The window and door furniture which forms part of a PVCu window or door installed by the Company and contained within the contract has a one year manufacturer's guarantee.

## 10. PASSING OR PROPERTY IN GOODS:

The property of and title to the goods shall not pass from the Company to the Purchaser until full payment has been made.

## 11. CANCELLATION:

- (a) Where the Company has acted as broker in obtaining finance for the customer this contract shall be void if the finance facilities are not granted to the customer for whatever reason within 3 months of the date hereof.
- (b) Where the customer has undertaken to obtain his/her own finance whether from bank, finance company, building society or other source, the customer is reminded that failure to obtain finance does not give the customer the right to cancel this contract.
- (c) Any deposit paid by the customer to the Company will be forfeited to the Company if the customer cancels the contract without good cause. The customer is reminded that cheques may not be stopped by the customer once drawn.
- (d) The customer has a right to cancel this agreement by sending recorded delivery or taking written notice of cancellation to the Company's Head Office within 7 days of the date hereof, but where applicable the Consumer Protection contracts concluded away from Business Premises Act shall apply.
- (e) The customer has no right of cancellation where the enquiry was the result of a radio, television, press or leaflet advertisement or a visit to a showroom and the customer has invited the Company to their premises.

## 12. COMPLAINTS:

- (a) In the interest of efficiency dealing with any query, written notice of any query should be sent to the Poundbury address overleaf by recorded delivery.
- (b) The customer hereby agrees to afford the Company a reasonable opportunity of remedying complaints for which the Company are liable.
- (c) If any complaint is not remedied by the Company to the customer's reasonable satisfaction the Company will request an independent Surveyor to attend and arbitration will be carried out in accordance with their recommendations.

## 13. LAW:

Nothing in these terms affects the customer's statutory rights.

## 14. INSURANCE:

The Company agrees to carry the necessary insurance policy to cover for any damage caused by the Company during the course of the installation of the contract, providing notice of any damage is given by the Purchaser within 7 days of completion of the work.