

TERMS AND CONDITIONS

This document contains all terms and conditions between us (Mr Window Ltd) and you (the purchaser). We do not intend to provide any goods or services not described in this contract. Any contract variation or addition to the works specified will only take effect if agreed in writing and authorised by a senior member of Mr Window Ltd staff. Either an email confirmation or a signed contract affirms you are in agreement with the face details of the contract and the Terms and Conditions overleaf thereof. No verbal agreements will be honoured, in writing only.

1. You, the purchaser are entitled to cancel this agreement before the end of the seventh day of which it was signed and dated. In order to cancel you must send notice in writing to Mr Window Ltd. Should an order be placed at any of our outlets there will be no cancellation period, as orders are processed quicker.

2. We enter this agreement on the basis of the salesman's assessment of your requirements, but the price and construction details are subject to the approval of the company's surveyor. The surveyor will confirm on survey what type of door threshold is required. This may differ to what is on the order. The company will manufacture the door threshold based on the survey, and not on the order. The surveyor's details supersede the face page of the contract pertaining to sizes and styles of products.

3. We will complete the contract and install goods as soon as possible. Installation dates are given in good faith but are only dependable providing there are no unforeseen circumstances due to the delay of our suppliers. The company cannot be held responsible for any loss or damage caused by delay in manufacturing fitting or delivering goods. No compensation will be paid for loss of earnings or time. A maximum lead time of 4 months from date of order could be experienced due to unforeseen circumstances.

4. The purchaser shall grant the employees of Mr Window Ltd, and its representatives, access to the premises at reasonable times, for the purpose of taking measurements and the carrying out of works specified. Aborted appointments will be chargeable. The company cannot guarantee a Saturday appointment (weekend).

5. All work carried out is to the written requirements only of the purchaser. Mr Window Ltd will not be held responsible for the Compliance of Building Laws for the work under this contract. Local Council Planning fees are not included in the agreed price. These must be paid by the purchaser directly to the Local Authority concerned. Should your planning application be rejected, your order will be cancelled and any deposit returned, less £360 to cover our costs in processing the application.

6. Once full payment has been made the company will guarantee all profile materials for 10 years; glass 5 years, all paint finishes 5 years and moving parts 1 year. Only items written on this contract will be honoured, no verbal agreements. Suspected faults must be reported immediately in writing to avoid unnecessary damage. Guarantees are non-transferable. All products are covered by an Independent Insurance Backed Guarantee. All installations have a FENSA or CERTASS certification which will be issued 4-6 weeks after completion. Replacement certificates will cost £120.

7. All glass used is the best available, but glass manufacturers will not give a guarantee covering minor imperfections. Therefore Mr Window Ltd cannot be liable for any such imperfections (see Pilkington's Guidelines). Glass manufacturers' guarantees do not cover cracked or shattered sealed units. Due to regulations, Low E glass is required on all installations and as a result some units may appear "hazy" this is perfectly normal due to the coating on the Low E glass.

8. Our glazed units are designed to reduce heat loss. The fitting of double glazing will not eliminate condensation. This is dependant upon the environment to the dwelling. We are unable to guarantee or warranty that double glazing will reduce or eliminate condensation. Mr Window Ltd will not replace units that have condensation that is not between the glass, as this is to do with the environment and not a fault with the unit.

9. Over the course of their lifetime, it may become possible that spores and other micro-organisms will lay between the bead and the glass; this is a natural occurrence, and is not covered under the guarantee. Regular cleaning may help to reduce this.

10. Where lead or decorative or Georgian designs are used, we will use our standard layouts at all times. Where coloured lead designs are specified we will always use our standard colours and layouts. Where a request is made for special designs or colours, we will use our best endeavours to comply, but we are unable to guarantee exact colour shades or design layouts. It remains the purchaser's responsibility that any special request is clearly marked on the face of this contract. Lead "bleeding" is a natural occurrence, known as oxidation.

11. Mr Window Ltd cannot guarantee that all welds will be as smooth as each other; this is a hand-finished process, therefore finishes may vary. Welds also have up to 5mm "burn off" tolerance.

12. If during the life of the guarantee components become unavailable, or vary in style, the company reserves the right to supply similar products under the guarantee.

13. Our company policy is one of continual development to its products, therefore the company reserves the right to change product designs without prior notice.

14. The company will make good any damage caused, during the course of installation, to plaster, floor, rendering or brickwork within 200mm surrounding the window or door installed. However, we will not guarantee to provide matching ceramics, tiles or specialist finishes. The company cannot avoid damage to the surrounding wallpaper or paintwork, and cannot remove intact any panes of glass or frames from old windows or doors required to be retained by the purchaser. Failed lintels found during installation must be paid for by the purchaser as an extra. Should the contract be cancelled, surveyors damage will be the responsibility of the purchaser.

i. Cables, wires and electrical components are the full responsibility of the purchaser and Mr Window Ltd accepts no liability for these goods during or after installation.

ii. We are not responsible for the removal and replacement of curtains, blinds or pelmets, it is the purchaser's responsibility for the removal of these prior to the installation commencement. We cannot guarantee that existing curtains, blinds and pelmets will fit, unaltered after the installation.

15. Cleared funds for the whole balance of the contract must be paid to Mr Window Ltd by the purchaser on date of installation even though there may be outstanding issues. A rate of 8% above the base lending of Lloyds Bank PLC will be levied on any unpaid amount at time of installation, before or after any judgement, until payment is made. The installer is authorised to accept cash, cheque, credit or debit card payments. **Failure to pay the balance during installation would be in breach of this contract.**

16. Ownership for the goods, specified in the first part of this agreement shall not pass on to the purchaser until the whole of the purchase price has been received by Mr Window Ltd.

17. The purchaser is in agreement that the satisfaction note could be used online as a review. This will not affect your Data Protection or Statutory Rights.

18. Severely overdue accounts will be handed over to our registered bailiff.

19. Company Registration Number 40003242

20. Company VAT Number 778378639

21. Unless agreed by a Director of Mr Window Ltd and the purchaser, confirmed by both parties, the above Terms and Conditions solely apply.

22. Any finance has been fully explained to the purchaser. The finance payment will be taken upon installation. Any snagging will follow.

23. The purchaser is aware that door handles need to be thrown up and locked when closing the door. Also all wind up locks need to be wound up when closing the door. Not doing this will invalidate your guarantee.

The above Terms & Conditions take effect from April 2024.

You are consenting to your personal data being shared with third parties for the self-certification under the building regulations personal data includes title name address telephone number and email address. This data will be used to provide essential documentation and will be retained on files for the lifetime of the guarantees which do not exceed 10 years. After 10 years you will have the option for your details to be removed from our data base. We must be informed in writing that you no longer wish to receive correspondence from Mr Window Ltd.