

INSTALLATION AGREEMENT - Terms of Business

1. Every endeavour will be made to complete your installation within the agreed period. Delivery schedules are made in good faith but in the event of unforeseen circumstances Woodham Windows cannot be held responsible for consequential loss arising from any delay.
2. Woodham Windows agrees to sell to the Purchaser and to install at the address given those products complete and in good working order as shown in the specification overleaf. The Purchaser agrees to pay in the manner hereinafter mentioned for the products and installation as shown in the specification overleaf.
3. This document when accepted on behalf of Woodham Windows is a complete record of the terms of the Agreement and no variation of this agreement or any term thereof shall be relied upon unless such variation shall be in writing and signed by a director of Woodham Windows. No omission by Woodham Windows whether by way of oversight, failure, delay or otherwise to promptly enforce any rights hereunder shall be construed as a waiver of the Company's rights.
4. Payment is due in full upon completion of the works and Woodham Windows reserves the right to charge interest at 5% over base rate if not paid after fourteen days.
5. The Purchaser agrees to permit access to the building site to Woodham Windows' servants and workmen at all reasonable times in order that Woodham Windows may complete the works in hand.
6. Woodham Windows or its Servants will be in no way responsible for any structural defects caused by heave or subsidence in the property before, during or after installation.
7. This contract is subject to a FENSA approved surveyor's report.
8. No guarantee is given that the installation will reduce, eliminate or be free of condensation.
9. In the event of notification of a fault, Woodham Windows shall be entitled to reasonable access to inspect the alleged fault at a mutually agreed time. In an effort to reduce costs Woodham Windows reserves the right to make a charge for any abortive calls should the customer fail to keep any appointment made.
10. Guarantees do not apply to any goods or works which have been altered, treated or tampered with by the Purchaser his servants or agents.
11. Representative samples are used to demonstrate a typical window and its composition. All window(s) and door(s) shown in the schedule overleaf will be measured, manufactured and installed in accordance with industry standards, however it is agreed that manufacturers may without notice improve and modify any given style.
12. Woodham Windows cannot be held liable for minor imperfections in glass outside the scope of the Glass and Glazing Federation (GGF)'s visual quality standard.
13. Woodham Windows' guarantee will become null and void if correct maintenance procedure is not carried out by the Purchaser. A full maintenance schedule is available upon request.
14. All goods and materials delivered by Woodham Windows to the Purchaser shall remain the property of the Woodham Windows until the Purchaser has made payment in full. Until such time as payment has been made the Purchaser shall keep the same in a fiduciary capacity on behalf of the Company.
15. Woodham Windows guarantees to repair or replace free of charge any doors, frames and windows it supplies and installs that proves to be defective as a result of faulty materials or workmanship within 10 years from the date of installation. With any locks, handles and other moving parts the guarantee extends for a period of 3 years from the date of installation. Where only sealed units are supplied and fitted into existing frames by Woodham Windows the guarantee extends for a period of 5 years from the date of installation. Woodham Windows reserves the right to charge for parts and labour should faults occur due to poor maintenance or misuse.
 - (a) Excluded from this guarantee is any failure of the goods arising from fair wear and tear, wilful damage, accident, negligence or any alteration by a third party or repair carried out without our approval.
 - (b) Should any goods supplied by us to you develop a defect whilst under guarantee you should notify us as soon as possible.
 - (c) Where we replace any item under guarantee we reserve the right to arrange (at our cost) for the return of the original item.
 - (d) Replacement parts issued under this guarantee will be provided free of charge but installation costs may be charged.
 - (e) This guarantee does not affect any statutory rights the Purchaser has as a consumer.
16. Woodham Windows will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations under these Terms that is caused by events outside our reasonable control (a Force Majeure Event) including any act, event, non-occurrence, omission or accident beyond our reasonable control.
17. Woodham Windows will make good any damage caused in the course of installation to plaster, floor rendering or brickwork immediately surrounding any window or door installed, but not tiles, walls or shelves or any special decorative work or plaster cornices, formica or wallpaper or other such works or covalines and materials.
18. The total price on the reverse of this contract is the price, providing Woodham Windows may complete the installation within a reasonable time i.e. within 4 months of contract date. If during or after this time access is not allowed for any reason Woodham Windows reserves the right to claim any additional costs.
19. Woodham Windows shall not extend its normal terms of guarantee to goods which are not actually installed by their servants. Woodham Windows will undertake to replace manufacturing faults as laid down by the laws governing at the time but, will not be liable for any expenses incurred or any labour involved.
20. Where Woodham Windows is installing new footings and or brickwork prior to undertaking further work, a stage payment equalling twenty per cent will become payable upon completion of the ground works.
21. Where the contract you enter into with us is one to which the Cancellation of Contracts Made in a Consumer's Home or Place of Work etc. Regulations 2008 apply, you may cancel the contract within the period of 10 days from the date the contract is formed by providing us with written notice. The right to cancel under the 2008 regulations will not apply if you have agreed to waive your rights to cancel in the cooling off period. In the unlikely event that we have commenced performance of our obligations in the cooling off period then you will be liable for the costs we incur prior to your cancellation.