AGREEMENT

Statutory Rights

The terms and conditions of this agreement are designed to ensure the completion to the satisfaction of the customer of the contract or contracts contained in or referred to in the Order ("Order") attached hereto. The said terms and conditions shall not affect the statutory or common law rights of the customer.

1. Parties

This agreement is between the company and the customer and shall be binding upon the parties. This agreement shall only apply to contracts or Orders relating to the supply and installation of goods.

2. Definitions

A. The 'company' shall be the company or firm who shall receive the Order for supply and installation of the goods.

B. The 'premises' shall mean the property at which the installation is to take place.

C. The 'customer' shall be the person or persons placing the Order with the company.

3. Premises

The purpose of the surveyor's inspection is to ascertain the feasibility of the installation referred to in the Order. This is not a general survey of the premises and inspection will be confirmed to those areas of the premises which directly relate to the proposed installation. Defects or damage existing before the installation or any damage arising thereafter to the premises are not the responsibility of the company unless directly attributable to the work done.

4. Delivery

A. The anticipated delivery date quoted will run from the date of the Order unless it is to be financed by a Building Society, Finance Company, Bank or is subject of a Home Improvement Loan. In such cases the period will run from the date that confirmation of approval of the loan is received by the company.

B. If the work is not substantially completed within the estimated delivery period stated in the Order the customer may serve written notice on the company requiring the company to complete the work within such reasonable period as the customer may specify. (In general the company would accept six weeks as being reasonable). If the work is not completed within this period the customer may cancel the uncompleted work covered by this agreement without penalty to himself by the service of written notice to that effect upon the company. The company will however honour any legal obligations that arise as a result of failure to complete the works within this period. However, should the customer cause the delay with the completion of the installation then the company will have the same rights as specified above.

C. The company will commence and complete the works as soon as it is reasonably practicable unless prevented from doing so for reasons beyond its control.

D. Upon receipt of notice that the goods are ready for installation by the company the customer shall allow access to the premises as soon as the company shall reasonably require.

5. 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 and electricity, telephone or televisions cables unless specifically stated in the Order.

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 specialists finishes such as pebble dashing or similar material. When variations occur in existing plaster lines the company cannot guarantee that equal sub-frame will be visible all round, but will do its best to ensure that a high standard is achieved.

C. The company will make good any damage caused in the course of installation to plaster, floor, rendering, brickwork immediately surrounding any window or door installed, but the company cannot guarantee the avoidance of superficial damage to surrounding wallpaper and paintwork and ceramic tiles in the same area. The making good of such damage is the responsibility of the customer, providing there is no negligence by the company.

D. The company cannot undertake to remove intact any existing glass, frames or secondary double glazing units or guarantee to remove or replace existing secondary double glazing units without 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 (note Clause D above) this must be clearly stated in the Order and will be the responsibility of the customer to arrange such operations.

6. Payments

A. The company has quoted its price on the understanding that the customer will pay the outstanding balance in full when the work is completed to a satisfactory standard. Accordingly the company relies upon the customer to pay the whole of the balance when given the final invoice.

B. The company's personnel are authorised to accept cash, cheque or Home Improvement Loan documents in favour of the company on production of a receipted invoice. The customer's failure to pay the balance on satisfactory completion will constitute a breach of this agreement.

C. VAT will be payable by the purchaser at the appropriate rate, i.e. that in force at the time the invoice for the works was raised.

D. The contract becomes valid once cleared funds have been received.

E. The Goods remain the property of Regent RS Limited until payment has been received in full and cleared the banking process.

7. Illustrations

Any illustrations in the company's catalogues, brochures or similar written material are for the customer's guidance only and will not be to scale.

8. Survey

A. This agreement is conditional upon the approval of the company's surveyor to the work specified or inferred in the Order. Pursuant to the granting or refusal of such approval the customer will allow the surveyor to inspect the premises within 14 days of the date of the Order, or within such longer period as shall be agreed between the parties.

B. The company reserve the right to make such modifications to the work as the surveyor considers appropriate, subject to such modifications being detailed in writing to the customer (see sections 12).

C. If the surveyor shall not grant his approval or the customer does not accept the modifications referred to in sub-paragraph (B) hereof, the contract will be treated as terminated immediately, and any deposit paid by the customer refunded in full. In the event that the surveyor shall not grant his approval, the company, if requested by the customer shall provide within 14 days as explanation of the surveyor's findings.

9. Guarantee

The company undertake to replace, free of charge, any defective PVCu/Aluminium windows, doors and their component parts, including sealed units, for the period of the guarantee from the date of completion of the works upon receipt of payment in full, provided that written notice of the defect is given within 28 days of the customer becoming aware of such a defect. Removal and/or repositioning of the installation by any persons other than the company personnel will invalidate the guarantee. This shall not affect the statutory or common law rights of the customer as referred to in Condition 1.

A. The guarantee consists of ten years, which applies to the manufacture, installation of all PVCu, Aluminium and hardware products. A ten year guarantee is applicable to all the glass products i.e. sealed units (conservatory units have a 5-year warranty). A one year guarantee is offered on any building related works carried out by the company.

B. Any defeats i.e. scratched glass, damaged profiles or marked hardware must be pointed out before installation team leave the premises.

C. For the purposes of the Insurance-backed guarantee, should Regent Windows cease trading, a 10-year guarantee applies to frames, 10-years to sealed units (conservatory units have a 5-year warranty) and 2-years to locks and hardware.

D. The guarantee is non-transferable

10. Variation of Contract

A. It is the company's intention that the terms will form the whole of the agreement between the two parties. The customer is advised to put any changes in writing.

E. The customer is advised to satisfy themselves that the contract, with any additions or changes, entirely meets their requirements.

F. The estimated period of delivery/installation will run from the date of the order or from the date when the additions or changes have been agreed by both parties.

If the order is subject to a Home Improvement Loan, defined under current legislation, the estimated period of delivery may only run from the date upon which such a loan is approved by the lender.

11. Complaints

A. In the interest of efficiency when dealing with any query, written notice of such query must be given to the company.

B. Unless he has reasonable justification in refusing entry, the customer shall grant the company all reasonable facility to remedy any complaint for which it may be liable.

12. Customer Responsibility

The customer is responsible for:

A. Obtaining any necessary planning, legal or other permissions prior to the installation.

B. Where necessary, the removal or re-siting prior to installation of any pipes and cables and also to make any necessary arrangements with the regulatory authorities.

C. Giving access to all mains services if required for the purpose of fulfilling the Order and obtaining any permission so that the company's workmen may gain access to adjoining properties for the purpose of carrying out the works.

D. The cost of any additional work rendered necessary to complete the installation as a result of failure of the customer or the customer's sub-contractor to comply with the company surveyor's specifications. In the case where a base is installed by the customer or the customer's sub-contractor and where it has been constructed inadequately or incorrectly the company will not be held responsible for any subsequent loss or damage attributes to defects with the base.

E. Damage to the works carried out or goods installed that is occasioned by the customer or the customer's own sub-contractors carrying out any building or other works.

F. Redecoration after installation.

G. Any necessary alterations to pelmets, blinds or curtains, tracks or poles.

13. Condensation

The company's double glazing units are designed primarily to reduce heat loss which ordinarily occurs through single glazing. The presence of condensation is dependant upon the environment within the dwelling. The company gives no warranty concerning the incidences, prevention or elimination of condensation following the installation of its products.

14. Samples

Samples are intended to demonstrate the working of typical items and the materials to be used. The goods which are the subject of the Order will be manufactured in the manner and of such quality as the company shall consider most suitable.

The company may be able to offer a variety of systems to the customer and the onus will be upon the company to demonstrate to and to decide with the customer which system will be used. Subject to agreed variations all installations will conform to any samples shown to the customer.

15. Installations

Manufacture and subsequent installation will be carried out in accordance with specifications laid down in the fabrication manual issued by the systems suppliers, and in accordance with any requirements of the Local Planning Authority. Once the installation has been completed and the outstanding balance paid in full, the work will be registered with Certass, who will issue the certificates confirming compliance with Building Regulations.

16. Cancellation by Customer (Cooling off Period)

A. The customer may cancel the Order without penalty during the cooling off period which shall run for seven days from midnight on the day on which the Order was signed by the customer.

B. Any cancellations must be given by written notice by either party.