

Falcon Windows Ltd (Terms and Conditions)

1. Definitions

- a) "Conditions" means the standard terms and conditions set out in this document and any special terms & conditions specifically agreed in writing between the customer and Falcon Windows Ltd.
- b) "Contract" means the contract between the customer and Falcon Windows Ltd for the purchase and installation of the products incorporating these conditions.
- c) "Customer" means the person described as the customer in the contract.
- d) "Premises" means the premises at which the products are to be installed by Falcon.
- e) "Products" means the products as manufactured, supplied by third parties and/or installed by Falcon as set out in the Schedule of Works.
- f) "Schedule of Works" means the work to be carried out by Falcon as set out in the contract.
- g) "Falcon" means Falcon Windows Ltd whose head office is at Unit 24, Brookhouse Business Park, Hadleigh Road Industrial Estate, Ipswich, IP1 0EF.
- h) "writing" and "written" include written letter, facsimile transmission, and comparable means of communication including e-mail.
- i) No variation of these conditions or the contract shall be binding unless agreed in writing by both Falcon and the customer.

2. Basis of Purchase

All terms of the contract between Falcon Windows Ltd and the customer are contained in this document along with Falcon's price guarantee.

If you wish to rely on any promise or representation made by us, you are asked to ensure that it is written into this agreement before signing it.

Any illustrations on the schedule of work or in our promotional literature are for your information only and will not be to scale. Sample windows and literature are used to demonstrate a typical window and its composition but on some occasions minor changes may be unavoidable and in such circumstances every effort will be made to advise the customer of these changes.

The quality of the supplied product is determined by manufacturer's parameters and tolerances. All products supplied are building products and are subject to manufacturer's tolerances of +/-3mm. Major changes will not be made without your agreement; however, it is deemed that any changes made by manufacturer's specifications would be to improve the product.

Any typographical, clerical or other error or omission in any sales literature, quotation, acceptance of offer, price list, invoice or other document or information issued by Falcon shall be subject to correction by Falcon without any liability on the part of Falcon.

3. Survey

All work is subject to the approval of a surveyor appointed by Falcon; clients will be notified of any changes and charges to the contract within 7 days of our survey. Where an increase in cost is advised, the customer will be offered a variation of contract with an agreed price in order that the contract continues.

In the event the surveyor is unable to approve the Schedule of Works and/or the specifications contained in the contract for any reason whatsoever or the customer refuses any amended Schedule of Works or other amendments, then Falcon shall repay to the customer the deposit (without any payment of interest) and the contract will be terminated.

The customer hereby acknowledges and agrees that the surveyor, in carrying out his obligations, will only ascertain the feasibility of the Schedule of Works specified in the contract. The surveyor is not a building surveyor and will not undertake a general survey of the premises but will survey such areas of the premises that relate directly to the Schedule of Works.

Falcon shall not be liable for remedying any defect existing in the premises before the date of installation pursuant to the Schedule of Works or for any damage arising there from. In the event Falcon insists that new lintels are required where none existed previously or where existing lintels have deteriorated, any new lintels are the responsibility of the customer and not Falcon.

In the event Falcon needs to carry out any remedial works prior to carrying out the Schedule of Works, Falcon shall give to the customer a written quote for such additional works. If Falcon is unable to carry out the remedial works or the customer wishes to appoint a third party to carry out such remedial works Falcon shall not commence the Schedule of Works until such time as the remedial works have been completed to Falcon's satisfaction and the premises have been re-surveyed.

Works or items which have been verbally agreed with our sales team are not included unless they are specially written into the contract.

4. Delivery

The time of delivery, period for installation of the products and final completion as set out in the contract or variation of contract is approximate only and Falcon shall not be liable for any delay in the delivery, installation and completion of the products howsoever caused. Time shall not be of the essence for the purposes of these conditions and the contract.

If the customer is financing the contract by a Building Society or Finance Company loan, the estimated period of delivery shall be calculated from the date that the confirmation of approval of the loan is received or the date of the contract, whichever is the later.

If the work is not commenced within the estimated installation period stated in the contract, the customer may serve written notice on Falcon requiring the work to be completed within a reasonable period of time but in any event no less than 6 weeks (the Extended Period). If Falcon fails to carry out the work within the Extended Period, the customer may cancel the contract (without liability) by providing to Falcon not less than 7 days' written notice and will receive a refund of any monies which represent a payment for the installation of the products by Falcon pro-rated against the actual work carried out by Falcon.

5. Customer Obligations

The purchaser shall grant all reasonable access to enable the installation to be carried out in the most efficient and satisfactory manner.

The purchaser shall be responsible for the removal of all necessary internal fittings such as nets, curtains, blinds etc and clear away around windows or doors prior to installation.

The customer will ensure that all valuable items including paintings, vases, furniture, electrical items and ornaments are cleared away from the vicinity of the area of work.

Any customer vehicles parked on the customer's driveway are at their own risk.

The customer undertakes to ensure that all applicable consents, permits, permissions and government requirements (including without limitation planning permission and building regulation approval) are obtained prior to Falcon commencing the works.

Whilst Falcon shall render all finishes in one coat sand and cement the customer shall be responsible for all specialist finishes.

If the customer wishes Falcon to remove any secondary double glazing Falcon shall charge the customer at the current rate. Falcon will not be responsible for the refit of the secondary double glazing and cannot guarantee that it will be removed intact.

The customer will provide free use of water and electricity so that the installation can be carried out

6. Liability

Dates given for installation are given in good faith; they carry no guarantee and could be subject to adverse weather conditions, accidents, illnesses, previous jobs overrunning, strikes or unavailable materials and/or any other causes beyond our control.

The company does not pay for any lost days' earnings from the customer's workplace if the installation overruns.

If our installers arrive on site at an agreed date and time for installation and find no means of entry, we reserve the right to charge our normal hourly rate until we can proceed with the work.

Although all reasonable care will be taken, the company cannot be held responsible for the following items: ceramic tiles damaged or lifted, damage to secondary glazing, blinds, curtains, curtain tracks, TV aerials, telephone cables, alarm cables or any other such items.

We advise the customer to have these items removed beforehand and refitted by an independent person after the installation.

The company is not held responsible for any products or electrical items or wires being damaged in the process of the work.

The company will take all reasonable measures to protect carpets and floor coverings.

On roofline installations, it is the customer's responsibility to check overflow pipe connections in the loft post-installation. If scaffolding is likely to extend over the customer's next door neighbour's property, it is essential to get their permission first. Electrical power lines will require to be sleeved prior to installation by UK Power Networks (0800 028 0247)

Falcon Windows do not undertake removal of telephone line wires, electrical wires, alarm wires, gas pipes or boilers. Unless specifically requested, it is for the customer to arrange prior removal and the refitting afterwards of these items which can usually be found under fascia boards, soffits, window and door frames.

The company will take reasonable care to carry out the work without damage to the purchaser's premises, but will not be liable for redecoration as wallpaper could be damaged around window/door reveals.

The contract price does not include the repair or replacement of any rotten timber or existing structural faults found during installation and any damage resulting there from. We would inform and quote you a realistic replacement cost following our investigation.

Falcon will not guarantee to remove existing windows/doors intact for retention by the customer. All products/materials will be moved away from the site unless otherwise specified by the customer.

Falcon Windows Ltd accepts no liability for structural issues/settlement etc that may arise when installing products on to a customer's existing conservatory base.

Glass used in all products is of the best quality obtainable but may periodically have minor imperfections. The guide to acceptability is to view the window three metres from the glass and to look through the glass at objects at a distance beyond (i.e. not to look directly at the glass); no imperfections should be noticed.

No guarantee is made that our products will eliminate condensation inside or outside. Condensation occurs more outside due to thermal efficiency.

Please note that after three months from installation date, Falcon Windows Ltd cannot be held responsible for damage to customer's property due to failure of product etc.

Falcon Windows Ltd cannot be held responsible for outward opening doors blowing open in the wind and damage arising from this to the door or external items.

All trim work undertaken inside or outside is carried out under the standard practice within our industry. If however the customer requests additional trim or trimming in a non-conventional way then this will incur further charges. All PVC-u and glass materials used in installations are building products and are prone to minor imperfections whereby they may require correction with a wax resin repair kit.

Falcon will take no liability for any marks on either the PVC-u or units unless the customer makes our installers aware of any such mark/s prior to their departure.

Please be aware that due to differing manufacturing/extrusion processes PVC-u frames/trims/panels/couplings/conservatory roofs may not be an exact colour match; we will always try to match products as closely as possible. The colour fastness of guttering and downpipes can fade in time

The company will make good plaster, rendering or brickwork surrounding any window or doors installed. Falcon will endeavour to match existing finishes at the premises but will not be liable to the customer in respect of non-matching due to weathering of existing materials at the premises or non-matching of existing external specialist finishes including without limitation pebble-dashing, Tyrolean or similar material. Similarly, when variations occur in existing plaster lines Falcon cannot guarantee that equal amount of sub frame will be visible all round.

With existing features and fittings surrounding Falcon's installation, if damage occurs or these materials have to be removed we will endeavour to repair or supply replacements as close to the original as possible. Note that modern reproductions may have to be used which may differ in texture, colour and appearance.

If Falcon needs to remove or replace existing glass, frames or secondary double glazing unit, Falcon will not be liable for any damage caused as a result of such replacement or removal.

Non-acceptance of the installation date will render the customer liable for additional expenses. If within 6 weeks of the end of the estimated installation period the customer is unable to accept an appointment for installation, 80% of the purchase price will be payable to cover the costs incurred by Falcon for the manufacture and procurement of products. Installation or delivery will follow as soon as reasonable practicable by agreement and the remaining 20% will be payable.

During the guarantee period, should access to part of our installation for remedial or service work not be possible due to subsequent work which has taken place by other contractors or workers close to the installation thereby preventing access, the relevant part of the guarantee will be invalidated, as unrestricted access must be maintained at all times.

Falcon will not be liable for any loss or damage suffered or incurred by the customer as a result of any structural or other defects in the customer's premises. Any complaint or claim by the customer for compensation for damage done by Falcon for which Falcon may be liable under these conditions must be made in writing within 7 days of installation in default of which Falcon shall accept no liability.

Falcon shall not be liable to pay for any work carried out by another company engaged by the customer for any rectification completion to or in respect of the contract works to be performed by the company unless this had been agreed by a director of the company in writing.

7. Cancellation

The customer may cancel this contract within 14 days of the contract date and receive any deposit paid in full after proof that any payments made to us have cleared our bank account.

If the customer wishes to cancel after a detailed survey has been carried out there would be no cost involved other than the survey/admin costs which would amount to £75 inc vat. However, if the frames have already been manufactured the customer would be liable for the cost of all glass and frames including VAT.

All cancellations must be confirmed in writing to Falcon Windows Ltd, Unit 24, Brookhouse Business Park, Hadleigh Road Industrial Estate, Ipswich, Suffolk, IP2 0EF.

8. Guarantees

All windows and doors have a 10-year guarantee on installation except for the following: panelled foiled front door panels which are only guaranteed for 5 years. Astral bar window units also are only guaranteed for 5 years.

All sealed units and frames carry a 10-year manufacturer's guarantee however mechanical hinges, handles, letterboxes and moving parts are guaranteed for 1 year subject to regular maintenance (every 3 months) Window ware would not be guaranteed if it had been damaged or misused.

There is no accidental breakage cover after the installation is complete.

There is an insurance-backed guarantee supplied through Installations Assured Ltd in the event of Falcon Windows going into liquidation.

Any cracks which appear in the glass for the first 6 months after installation may be covered by our guarantee. However, this will be subject to an inspection by Falcon to determine the cause.

Damage due to misuse, neglect or lack of maintenance will not be covered by the guarantee.

The guarantee may be invalid if either full payment is not made or costs are incurred by Falcon recovering monies from the customer.

All guarantees are transferable subject to an administration fee of £69.00 including VAT being paid by the new owners.

9. Payment

All goods remain the property of Falcon Windows Ltd until full payment has been received and has cleared the banking process.

The customer agrees to pay in full upon completion of the installation of the products.

Under the Late Payment of Commercial Debts Interest Act 1988 as amended, if the customer withholds more money than the value of any outstanding work or delays payment of our invoice then we will apply interest to the outstanding balance at 5% above Bank of England base rate, accrued on a daily basis, together with costs. Any payment outstanding beyond a period of 14 days will be referred to a debt collection agency of our choice and will be subject to a surcharge of 15% plus VAT to cover the collection costs incurred. This surcharge together with all other charges and legal fees incurred will be the responsibility of the customer and will be legally enforced.

Trades/supply-only sales must provide design sizes to the company in writing preferably on a letterhead. Payment of 50% of the total sum is required on order and full settlement must be made on collection/delivery after satisfactory inspection of the goods. All guarantees are the same as above subject to the correct installation of the products.

Upon completion, in the event of any minor adjustment being identified (a cracked unit, for example), the client may withhold a reasonable amount – no more than £250 – for items outstanding, but not the whole balance. The withheld amount will be due for payment immediately the rectification work has been satisfactorily completed.

10. Passing of Title

Risk of damage to and loss of the products shall pass to the customer at the time that Falcon delivers the products to the customer. If the customer does not allow installation to take place immediately after delivery of the products, the customer shall insure the products against loss and damage. In the event of such loss or damage prior to installation the customer shall hold the proceeds of any insurance as trustee for Falcon. Title to the goods installed shall not pass to the customer until Falcon has received payment in full and no work will be carried out under the guarantee until the total price has been paid in full.

Until such time as title of the products passes to the customer, the customer shall make the products available to Falcon and allow Falcon the right to inspect or repossess them.

By signing the contract overleaf, the clients confirm they have read and fully understood the above terms and conditions