

Terms and conditions

CUSTOMER AGREEMENT TERMS AND CONDITIONS

1. DEFINITIONS AND INTERPRETATIONS

- In these Terms and Conditions ("Conditions") the following words have the following meanings:

"Cedar, us, we, our" means Cedar Views Windows Limited, a company registered in England and Wales . Company Registration Number: Company No 10750972: Cedar Views Windows Limited Registered Office: Unit E5B Threshold Way, Fair Oaks Airport, Chobham, Surrey, GU248HU, United Kingdom

"Customer, you" means any person, firm or company who has agreed to purchase the Goods and/or Installation Services and whose name and address appears on the Purchase Order;

"Goods" means any goods, articles or things supplied to the Customer pursuant to these Conditions;

"Installation Services" means the survey, measuring, installation and any other services to be provided to the Customer pursuant to this Conditions which shall be carried out by a recommended installer that TWD appoint;

"Notice of Satisfaction" means the notice signed by the Customer upon completion of the works, as more particularly described in Condition 4.9;

"Oversized Glass

and Units" means any single pane of glass or a single unit measuring more than 1 metre x 2.4 metres;

"Purchase Order" means the document (either paper or electronic) entered into between TWD and the Customer to order Goods and/or Installation Services and which incorporates these Conditions;

"Price" has the meaning attributed to it at condition 3.1;

"Site" means the site where the Goods and/or Installation Services will be supplied and/or carried out;

"Survey" means the survey conducted by a surveyor that Cedar appoint.

2. ORDERS

- If required, an estimator will attend the Site at a mutually convenient time in order to provide an estimate of the timescale, cost and necessary procedures based on your requirements.
- To the extent that the estimator is able to determine such information, the quantity, quality and description of, and/or any specification for the Goods shall be those set out in the Purchase Order.
- The measurements taken by the estimator may not be completely accurate in which case the Purchase Order may not reflect the specification for the Goods that are ultimately required. All measurements taken by the estimator are subject to the surveyor's If after Survey, the measurements change but there is no impact on the Price, we reserve the right to vary the Purchase Order as necessary without your consent. If there is an increase in the Price, condition 2.10 will apply.
- Tolerances need to be allowed when forming apertures for the Goods which we can make available to you on request. We will not be liable for any incorrect apertures. In the event that the apertures are not correct, condition 8 will apply.
- In order for the Survey for all apertures to be carried out:
- Window systems must be satisfactorily complete (including, but not limited to, having a masonry sill present with a reveal either side and a fixed lintel across the head of such aperture). If we determine that a window system aperture is incomplete and/or incorrectly formed to the extent that we cannot accurately complete the Survey we reserve the right to reschedule the Survey until such time that the apertures are of a satisfactory standard. We will charge a rearrangement fee of £75 plus VAT for each aperture.
- Floor systems must be at least to a screed level finish. If it is not possible to obtain an accurate floor level measurement you must provide a datum in respect of an existing floor level within the property and you take full responsibility for these If we determine that this is not sufficiently accurate we reserve the right to reschedule the Survey until such time that the apertures are of a satisfactory standard. We will charge a rearrangement fee of £100 plus VAT.
- Rooflight systems must be pre-formed and In the event that the Survey is not able to be carried out you must either: a) provide a final size dimensions and take full responsibility for these measurements; or b) reschedule the Survey until such time that the apertures are of a satisfactory standard and we reserve the right to charge a rearrangement fee of £150 plus VAT.
- By completing and accepting the Purchase Order and paying a Deposit (as defined in condition 3), we will consider your We reserve the right to reject any Purchase Order before processing your payment. In the event that we have processed your payment but are unable to fulfil your order for whatever reason, we shall notify you as soon as practicable and refund your Deposit (minus a survey fee of £600 + VAT) and we shall have no further liability to you.
- Each Purchase Order, if accepted by us, constitutes a separate, severable contract

- Once you complete the Purchase Order and payment of the Deposit has been received in cleared funds, we will arrange for a Survey to take place on those areas of the Site which directly relate to the proposed The surveyor will carry out a more detailed and technical Survey than the estimator initially provided and will produce a more detailed report, a copy of which is available on request but we will not automatically provide you with the Survey information.
- If you wish to cancel your order and receive a refund of your Deposit you must notify us before the Survey is carried out.
- Once the Survey has been carried out you will be committed your order for the Goods.
- Once the Survey has been completed the Survey report will be sent to you for your Once we have received your confirmation that the Survey report is satisfactory by signing and returning a copy of the Survey Report we will process your order arrange for delivery and/ or installation of the Goods (as applicable).
- If it becomes apparent that there are aspects that were not identified at the time of the original estimation, the Survey identifies problems with the structure, dimensions, access to the Site or other technical problems, or in the event that the proposed works are contrary to Building Regulations and/or other relevant legislation or in the event that the surveyor's measurements differ from those of the estimator which results in the requirement to increase the Price, then we may, at our option:
 - Quote a price for any additional work required to enable us to carry out the proposed installation work and issue you with a variation form to sign, without obligation on your part; or
 - Give you notice to terminate the Purchase Order and refund your Deposit
 - If you decline any revised quotation supplied in accordance with condition 2.12.1 or fail to accept it within two (2) weeks, we may terminate the Purchase Order by sending you a written notice and refunding your deposit and we shall have no further liability to you
 - If you wish to alter any of the details on the Purchase Order, you must give us written notice no later than two working days after the Survey.

3. PRICE OF GOODS AND PAYMENT

- The price of the Goods and/or Installation Services ("Price") will be that set out in the Purchase Order (subject to any revision in accordance with condition 2.12.1) and will not include VAT or any other government duty or tax (including customs and sales taxes) as applicable. These amounts shall be separately chargeable unless expressly set out in the Purchase The Price shall be payable in three stages as follows:
 - A deposit of 50% of the Price is payable when you complete and electronically accept the Purchase Order ("Deposit"). In the event that the Price is increased in accordance with condition 2.12.1 the uplift of the Deposit shall become immediately payable;
 - A payment of 45% of the Price is payable when we notify you of the installation date;
 - a balancing payment of 5% of the Price is due within 48 hours of the installation being Upon signing the completion form the final 5% payment is due in full. If we are entering into a supply only contract the payments will be 50% at time of order and the remaining 50% prior to delivery.
- If there is a material problem with the Goods and/or the Installation Services, 5% of the Price is due on completion of installation and you may reserve the right to withhold the remaining 2.5% of the Price until we have completed any necessary remedial works.
- Your Purchase Order is also a VAT invoice.
- Unless payment of the Price is received pursuant to conditions 1.1 and 3.1.2 above we shall not be obliged to deliver or install any of the Goods.
- We reserve the right to add interest at the rate of 8% above the Bank of England base rate calculated on a daily basis on any sum outstanding following its due date.
- In the event that we have not received payment of any undisputed sums by the due dates as set out in condition 3.1 above, then we shall notify you by letter, email or telephone that payment is overdue and request that payment is made within seven (7) calendar days of receipt of such notification of non-payment. If you do not pay the outstanding sums within such seven (7)

calendar day period, then we shall contact you a second time by letter, email or telephone informing you of non-payment and requesting payment within seven (7) calendar days of receipt of such second notification. If payment has still not been received by us in cleared funds after the expiry of such seven (7) day notice period, then we shall contact you, by email or telephone, to advise of non-payment and to advise that unless payment is made by electronic transfer or direct debit transfer to us within forty eight (48) hours from the time of such email or telephone call we reserve the right to pass your indebtedness to a third party debt recovery agency.

- We shall be entitled at our sole discretion to withhold or delay acceptance and delivery of Purchase Orders and/or performance of outstanding Installation Services until payment in full by the Customer of any overdue monies.
- Late payment will result in loss of the guarantees.

4. DELIVERY AND INSTALLATION

- All delivery and/or installation dates are estimates only and time shall not be of the essence for delivery of the Goods and carrying out Installation Services and any delay shall not constitute grounds for termination or cancellation of the Purchase Order or these Conditions. If your Purchase Order contains 'non-standard' materials and/or delivery specifications the installation dates are more likely to change. We recommend that you take delivery of your Goods before confirming/booking any third party suppliers who may be undertaking additional/supplementary work at the Site. For the benefit of doubt, we will not be liable for any losses you incur as a result of any change to a delivery/installation date.
- Where we estimate a delivery and/or installation date(s) in advance, we will make reasonable efforts to deliver and/or install at that time. If we need to change the proposed delivery and/or installation date we will contact you in advance but we reserve the right to change the installation date at any time on notice and we will not be liable for any costs or damages if the time agreed has to be rearranged.
- We shall have the right to cancel or delay delivery if we are prevented from or delayed in manufacturing or delivering the Goods and/or Installation Services by normal route or means of delivery through any circumstances beyond our control.
- If you wish to change the installation date, you must give us at least 14 days' prior written notice, otherwise a rearrangement fee of £750 will apply.
- Where estimated delivery dates are given either prior to placing an order or whilst the order is in production, we cannot be held liable for delays or date Manufacturers have the right to change the delivery date at any time on notice and we will update you with the new dates at the earliest convenience.
- If Manufacturers deliver products which have been damaged or incorrectly manufactured to your specification, we will raise a service request form and ask them to as a distributor, Cedar Views Windows Limited cannot be held liable for any damages or incorrect units delivered.
- It is solely the client's responsibility to check final specifications and approve prior to the order being processed and being released into the Once payment has been made, this confirms the specifications and at no point can any amendments to the order be made.
- If you request installation to be delayed beyond the delivery and/or installation date ("Deferred Order"), we reserve the right to both increase the price of the Goods if a period of more than ten weeks has elapsed between the date of the Purchase Order and the date upon which the Goods are installed and to request a stage payment in respect of stocked materials.
- You must give us unfettered access to the site and any neighbouring properties to which we may require access to enable us to deliver and/or install the goods and provide suitable parking arrangements as close to the site as reasonably practicable to allow safe delivery and/or installation (if this is likely to be an issue please inform us without undue delay to make suitable alternative arrangements). If you obstruct or slow down the installation process, we will charge you at the rate of £60 per hour for every hour that the installation process is obstructed and/ or Cedar are not responsible for any paintworks that are needed after installation is complete.
- You are solely responsible for ensuring that the supply and installation of the goods complies with council regulation, Government direction, local or other authority and that you have lawfully obtained every necessary licence, permit or authority required in connection with these conditions. If you do not have the necessary permits, licences and consents, we may terminate the purchase order We will ensure products meet with current Building Regulations. We are not responsible if the correct permits, licences or consents are not in place before or after the provision of the installation services.
- Deferred Orders benefit from an order value fixed for 4 months from order date. Cedar reserves the right to pass any reasonable price increases we incur if the customer requires an order after this period.

- In the event that a third-party contractor instructed by you has carried out work that affects us carrying out installation services we reserve the right to immediately leave the site. We will rearrange an installation date at our convenience only when the site is safe or we have made any necessary alterations to the goods We will charge a rearrangement fee of £600 plus VAT.
- On delivery and/or on the final day of installation (as appropriate) you will be required to sign a Notice of Satisfaction. You, or a nominated third-party representative, must be available to complete the Notice of Satisfaction on delivery and/or on the final day of installation. If you, or a nominated third-party representative, are not present to complete the Notice of Satisfaction on delivery and/or on the final day of installation we reserve the right to reschedule the completion of the Notice of Satisfaction within seven (7) days of delivery and/or on the final day of installation and charge a rearrangement fee of £500 plus VAT. In the event that you are unable to complete the Notice of Satisfaction upon delivery and/or on the final day of installation the balancing payment, as referred to in Condition 3.1.3, shall be made no later than seven (7) days from the date of delivery and/or the final day of installation.
- If a Customer refuses or fails to take delivery of the Goods tendered in accordance with these Conditions, delivery shall nevertheless be deemed to have taken place for the purposes of Cedar's rights of payment and Cedar shall be entitled to store the Goods at the Customer's risk and expense, including all transportation charges.

5. RISK AND PROPERTY

- Only once you have paid us the Price and all monies due pursuant to these Conditions will title to the Goods pass to you. Risk in the Goods will pass to you after the Goods have been delivered by us and the Customer shall ensure that the Goods are fully covered by an insurance policy from a reputable insurer against all insurable risks. If the Goods are destroyed by an insured risk prior to the Goods and/or Installation Services being paid for by the Customer, Cedar shall receive the proceeds of the insurance policy.
- At any time before title to the goods passes to you, we may require you to deliver up the goods or may enter the site to recover the goods and/or to remove any of our allowing us to remove existing products may not allow us to reinstate to original condition.
- Cedar will work with customer's materials at the owner's own Guarantees offered do not extend to customer's existing materials and exclude any faults or subsequent costs to any part of the order incurred as a result of customer's materials.

6. GUARANTEES

- Once you have paid the Price and all other monies (if any) due pursuant to these Conditions, you will be entitled, subject to this Condition, to the benefit of a ("Guarantee") in respect of certain Goods as follows:
- Goods supplied benefit from:
- A ten (10) year guarantee in respect of frame products;
- A five (5) year guarantee in respect of glass products with the exception of Oversized Glass and Units which will benefit from a one (1) year guarantee; and
- A one (1) year guarantee in respect of moving parts (locks and hinges).
- Under the above guarantees, we will provide free labour for the first year. After the first year, we retain the right to charge where for any visits needed back to site.
- Goods are guaranteed against all defects in materials provided as follows:
- All moving parts (locks and hinges) must be lubricated at least once yearly to ensure they work as In dusty or extreme conditions intensity should be increased. Excess oil must be removed, along with any debris or dirt.
- Maintenance for White and Woodgrain finishes (UPVC) need to be wiped clean with proprietary brands of domestic cleaners that are specified as suitable for UPVC surfaces. Abrasive formulas and those containing bleach must be avoided. Should the Goods be installed in an area where there is high pollution, it is suggested that a mild detergent or a named window cleaner be used; and
- Routine cleaning and normal cosmetic and mechanical wear and tear are not covered under the terms of this Guarantee.

- Glass and energy efficient coatings are soft materials. Optical quality (and any minor marks) is only guaranteed to comply with the visual standards as laid down by The Glass & Glazing Federation.
- Electrical, Brass and other items sourced from a source other than the window or door supplier will carry a 12 month warranty.
- Notwithstanding condition 2, Goods supplied to commercial property carry a 12 month parts and labour guarantee only.
- If you are not the owner-occupier of the property to which the Goods have been supplied, you must hold a maintenance record to be able to benefit from the above Guarantees. Records produced by third parties are acceptable for this purpose, provided that a competent contractor has undertaken the works and provided a detailed written record.
- In respect of Goods supplied to any type of property:
- We will repair or replace products as we see fit to correct the Goods.
- We guarantee against any substantial damage, fault or breakage as a result of a defective product or it being incorrectly fitted by us.
- The Guarantees set out above do not cover damage, fault or breakage caused by neglect, excessive force or failure to properly maintain the Goods as set out above.
- To enable us to claim against the manufacturer and/or rectify a fault before damage is caused, you must inform us as soon as practicable and in any event within no longer than seven (7) days from the date on which you first become aware of the fault.
- We retain the right to make a charge for any replacement contracts or guarantees.
- You waive your rights under the data protection act to allow a copy of any order you place to be passed to a new homeowner transferring a guarantee.
- The Guarantee period will commence on the date on which the Goods are delivered. Goods provided as replacements under the Guarantee will be subject to the original Guarantee period. The guarantees only stand from the original date and not the date any replacement was installed / Supplied.
- Due to the length of guarantees offered, we cannot guarantee that any part being replaced will match the faulty item being replaced but where possible, we will try to match items like for like.
- The above are the total maximum guarantees offered under this contract
- Where you own the property to which the Goods are being fitted, this Guarantee is transferable should you sell your We do however retain the right to make a nominal charge for administration and any Site visit required. Should unreported faults be found upon a Site visit, we retain the right to make a charge to rectify such faults prior to transferring a guarantee. Insurance Backed Guarantees are not transferable to another named property owner.

7. DAMAGE

- We will repair any physical damage that we directly cause to plaster (within 80mm from newly installed Goods) (providing the existing fabric is of sound condition), floor, rendering or brickwork immediately surrounding any window or door. However, we cannot guarantee to match the colour of bricks or mortar used in the original property. Repair to decoration of the internal and external surfaces remains your responsibility. We accept no responsibility for any damage resulting from structural or other defects in the property at which the installation is carried out.
- If requested by you, we will endeavour to relocate cables that have been drilled through window frame systems however we accept no responsibility for any damage resulting from carrying out such work.
- In the event that you wish to make any complaint or claim for compensation due for damage we cause for which we may be liable pursuant to these Conditions you must give us written notice thereof within seven (7) days of the last installation date.

8. ADDITIONAL WORK

- Unless otherwise stated in writing, you are responsible for the removal and replacement of curtains, blinds, pelmets, the lifting and refitting of carpets and the repositioning of telephone or burglar alarm fittings to enable the Goods to be installed.

- If you instruct us to remove and/or re-erect blinds or curtains, we will take reasonable care when doing this but any such works are taken at your risk and we shall not be responsible for the operation or condition of the blinds and/ or curtains once fitted and/or stored.
- Existing doors, windows and frames being replaced will be cleared from the Site unless you ask our surveyor otherwise on his initial visit, we do not guarantee that we can remove these so that they may be re-used elsewhere.
- Should you request Goods to be produced outside manufacturers guarantee requirements, your order or survey report will be marked as such and no guarantee will be available to such product.
- You will clear and ensure we have safe access to all areas to enable us to carry out the Installation Services.
- You will ensure we have free access to water and power when requested by us.
- If we need to undertake subsequent visits to carry out remedial work due to our acts or omissions or the acts or omissions of our third-party suppliers, we shall contact you to arrange a convenient time for such remedial work to be undertaken. If you do not provide us with unfettered access to the Site to enable us to carry out the necessary work at the agreed time, you may withhold the remaining 2.5% of the Price but we shall be under no further obligation to carry out the remedial works and our liability in respect of any Goods and/or Installation requiring remedial works will be discharged. In any event, we will not be liable for any loss you suffer if you have to attend the Site for us to carry out remedial work. We will not be responsible for your costs for taking time off from work and/ or social activities while works are undertaken.

9. WARRANTIES AND LIABILITY

- We warrant that the Goods will correspond with their specification in the Purchase Order at the time of delivery and will be free from defects in material and workmanship.
- We warrant that all personnel and sub-contractors that we appoint to carry out the Installation Services are adequately skilled and experienced for the activities they are required to perform and they will perform the Installation Services with reasonable care and skill.
- No warranty whatsoever is given by us as to the degree, if any, of sound proofing and we shall in no circumstances be liable in respect thereof.
- No warranty whatsoever is given by us as to the elimination of condensation, mould and damp and we shall in no circumstances be liable in respect thereof.
- Except as expressly provided in these Conditions, all warranties, conditions or other terms implied by statute, trade, custom or common law including warranties or conditions as to quality, description or fitness for purpose are excluded to the fullest extent permitted by law.
- We shall not under any circumstances be liable to you, whether in contract, tort (including negligence), breach of statutory duty or otherwise, for any loss of profit or any indirect or consequential loss arising under or in connection with these conditions.
- Our total aggregate liability for any claim or claims by the Customer in contract, tort (including without limitation negligence or breach of statutory duty), misrepresentation, restitution or otherwise, arising in connection with the performance or contemplated performance of any Purchase Order to which these Conditions relate shall be limited to the maximum amount of 100% of the Price paid by you for the Goods and/or Installation Services giving rise to the claim.
- Nothing in these Conditions shall be deemed to exclude or limit Cedar's liability in respect of (a) death or personal injury arising as a result of Cedar's negligence; (b) fraud or fraudulent misrepresentation; or (c) otherwise to the extent that such exclusion or limitation is not permitted by applicable law.
- Where any valid claim in respect of any of the Goods and/or the Installation Services which is based on a defect in the quality or condition of the Goods and/or Installation Services or their failure to meet specifications is notified to us in accordance with these Conditions, we shall, at our sole discretion, replace the Goods (or the part in question) and remedy the Installation Services free of charge or refund you with the relevant proportionate part of the Price but we shall have no further liability to you.

- Notwithstanding anything contrary herein, the measurement of damages arising out of or in respect of these Conditions shall be the replacement cost and not retail or open market value.

10. THIRD PARTY AUTHORISATION

- It may be the case that when we, our employees, agents or representatives (including any surveyors or installers we may appoint) visit the Site, we or they do not communicate directly with you but instead liaise with a third-party individual who is carrying out work on your behalf, for example a builder. In this event, any such third party will be considered as your agent. If your agent takes delivery of the Goods, this will be equivalent to you taking delivery. Any instructions we take from your agent on Site will be deemed to be your instructions and anything agreed with that agent will be binding on you as if you had done so yourself.

11. GENERAL PROVISIONS

- These Conditions shall be governed by and construed in accordance with English law and any dispute hereunder shall be subject to determination by the English courts.
- We shall advise you of the appropriate point of contact (“Designated Contact”) for each stage of your purchase, e.g., the ordering process, Delivery of the Goods and the Installation Services. The point of contact may include personnel and sub-contractors that we appoint to carry out the Installation Services on behalf of You should always contact the relevant Designated Contact in the first instance if you require assistance.
- For the purposes of these Conditions time shall only be of the essence for the purpose of Condition 3.
- The terms and conditions set out in these Conditions constitute the entire agreement and understanding between Cedar and Customer and supersede all prior agreements and understandings with respect to the subject matter of these Conditions, whether written or oral. Each of Cedar and Customer acknowledges that in entering into these Conditions it does not rely on any statement, representation, assurance or warranty (whether made innocently or negligently but excluding fraudulent misrepresentations) that is not expressly set out in these Conditions. To the extent of any conflict with regard to the subject matter of these Conditions, these Conditions shall take precedence over any other agreement, whether written or oral.
- If any term or condition herein is declared invalid, unenforceable or illegal by law or by the courts of any jurisdiction to which these Conditions are subject, such term or condition shall be severed and such invalidity, unenforceability or illegality shall not prejudice or affect the validity, enforceability and legality of the remaining terms and conditions of these terms and conditions. Whenever possible each provision of these Conditions shall be interpreted in a manner to be valid, enforceable and legal under applicable law but if any provision is found to be invalid, unenforceable or illegal such provision shall be ineffective only to the extent of such invalidity, unenforceability or illegality without invalidating the remainder of such provision or the remaining provisions of these Conditions. Any ineffective provision shall be replaced with an effective and enforceable provision (or part provision) that most nearly conveys the intent of the parties in entering into the ineffective provision (or part provision).
- In entering into these Conditions and performing the obligations hereunder, each party shall act as an independent contractor. Nothing in these terms and conditions shall create any relationship of agent and principal, partnership, or employer and employee between the parties or between one of the parties and the other party’s personnel, agents, employees or subcontractors.
- Except for Cedar affiliates who are intended to benefit from the indemnities under these Conditions, a person who is not a party to these Conditions has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any part of these conditions
- If applicable, these Conditions shall not be construed as to affect your statutory rights as a non- commercial consumer as defined by the Unfair Contract Terms Act 1977.
- No variation to these Conditions or the Purchase Order shall be binding unless agreed in writing by our authorised representative.
- All telephone conversations are recorded for training and monitoring purposes.

12. IMAGE RIGHTS

- You permit us, free of any charge or fee, the right to produce and use images (“Images”) of your installation and grant us a licence to use and reproduce the Images (including on our website, social networking and other online pages and sites that mention or promote us) in perpetuity.

13. DISCLAIMERS

- For work under Building Regulations (customer accepts all liability).
- 'No Trickle Ventilators' - When trickle ventilators are currently present they should be replaced in new products, which you have, at your risk, requested us not to do.
- 'No Fire Escape' - Fire escapes are required, which will not be provided in this. At your own risk, you are aware, accept this and will provide an alternative acceptable fire escape route.
- 'Fire Escape No Worse' - Whilst we look to provide a suitable fire escape, in this instance you are aware this product will not but is acceptable as no worse than the existing window.
- 'No Window Restrictor' - Cedar recommend safety window restrictors to opening windows below 800mm from floor. Whilst we have recommended a restrictor here, you have declined.
- WINDOW ENERGY RATINGS (WER'S) energy rating given for windows and doors are based upon products by Cedar and/or suppliers. When ordering products, variations to profile and hardware may affect ratings, which we are unable to guarantee against or offer individual tests. Ratings are for guidance only.
- Glass units are a raw material and they go through many. Glass units are manmade and may have minor imperfections within (e.g. scratches, blemishes or flaws). We will only replace damaged units that fall outside of the Glass and Glazing Federation's (GGF) industry set standards. More information can be found on the GGF website: <http://www.ggf.org.uk>.