

TERMS AND CONDITIONS

- DEFINITIONS** 1. These conditions apply to all sales of goods of Country Wide UPVC (North West) Ltd., to its customers (referred to in these conditions as “The company” and “The Purchaser”). No addition to or variation of these conditions shall be binding upon The Company unless agreed in writing and signed by a Director of The Company.
- THE CONTRACT** 2. The Company reserves the right to make changes to the specifications of the goods without notice as and when technical developments require.
- CANCELLATION** 3. (a) The Purchaser has received a copy of this contract and The Purchaser has the right to cancel this contract within Seven days of the date shown on this contract in writing.
(b) The Company has the right to cancel this contract if it receives an adverse survey report.
(c) If The Company exercises its right to cancel this contract The Purchaser’s deposit shall be returned in full.
- TIME SCALES** 4. An estimated delivery period is quoted overleaf.
(a) The estimated delivery period will run either from the date of the contract or from the date of any agreed variation to the contract.
- ACCESS** 5. The Purchaser will afford access to The Company forthwith upon request for the purposes of carrying out a survey of measurement, installing the products or remedying any defects under the terms of the guarantee. Delay in affording access may lead to additional charges to The Purchaser’s account.
- SURVEY** 6. (a) The sole purpose of inspection by The Company’s surveyor is to ascertain the feasibility of the proposed installation. The Company will not be responsible for drawing attention to or remedying any defect that may exist in the premises before the date of installation or for any damage arising from a defect. The Company reserves the right to modify The Schedule of work if The Company’s surveyor deems necessary.
(b) If the surveyor reports that there are technical problems relating to the structure, dimensions or access to the property then, without obligation on your part, we will quote a price for the additional work. If you decline to accept the revised quotation we may cancel the agreement by sending you a written notice to that effect and your deposit will be returned.
(c) Removal of existing doors and windows: Existing doors, windows and frames being replaced will be cleared from the site unless you ask our installer to leave them. We do not guarantee that we can remove them so that they can be used elsewhere but our installers will attempt to do so if the surveyor is asked when he calls to prepare the technical specification.
(d) Additional work: Unless otherwise stated on the face of this agreement you will be responsible for the removal and replacement of curtains, blinds and pelmets, the lifting and refitting of carpets, the re-positioning of telephone or burglar alarm fittings and any other electrical connections or aerials to enable the goods to be installed.
- PAYMENT** 7. The balance payable as shown overleaf is strictly nett and shall become payable without deduction or set off immediately the installation has been completed. Any sum outstanding following substantial completion will be subject to interest to run from the date of the invoice to the date of actual payment at the rate of 2% per calendar month, or part of a calendar month, that any sum remains outstanding. The Purchaser hereby charges the property shown overleaf to be the address for installation with repayment of all sums due to The Company together with this interest. The existence of some minor defects in the work shall not entitle The Purchaser to withhold any part of the contract sum provided that the work is substantially completed and The Purchaser shall rely on the assurance now given by The Company that such defects will be made good in accordance with the terms of the guarantee contained in these conditions. All goods shall remain the property of The Company until paid for in full by The Customer.
- GUARANTEE** 8. Subject to the conditions listed below for a period of ten years from the date of completion of the installation Country Wide Subject to the conditions listed below for a period of ten years from the completion date of the installation, Countrywide upvc (NW) Ltd will undertake to replace or repair at its sole discretion a workmanship or material defect.
- The products installed benefit from a manufacturing guarantee for 10 years for white UPVC products, wood grain & coloured UPVC and sealed units. Any discoloring is only guaranteed for 10 years (from point of delivery) for foiled colored products. Provided that the fault develops and written notice is received within the guaranteed period, the company will supply and replacements for any defective materials. During the first 12 months any site works labour is included in the terms & conditions. However, labour will be charged at an hourly rate if over 12 months. The guarantee is invalidated if the materials have been abused, misused or neglected. The guarantee is NOT TRANSFERABLE.
- Conditions – Countrywide UPVC (NW) Ltd shall only be bound to the terms of the guarantee subject to the conditions below:
- (a) The customer gives Country Wide UPVC (North West) Ltd. full details of any alleged defect in writing and within a period of one month from the defect becoming apparent to the customer.
(b) The customer gives Country Wide UPVC (North West) Ltd. a reasonable opportunity of inspecting, testing or otherwise ascertaining the nature and extent of the alleged defect.
(c) The customer allows Country Wide UPVC (North West) Ltd. to rectify any defect or defects and to use its discretion in the choice of material, the time and method of rectification.
(d) If the installation has been adapted, altered in any way worked or tampered with by persons not authorised by Country Wide UPVC (North West) Ltd. this may affect the guarantee.
(e) This warranty excludes damage or faults due to accident, misuse or neglect, adverse weather (ie act of God), fair wear and tear and acceptable phenomena.

This guarantee and undertaking is given conditional upon the account for the installation having been paid in full under the terms of the contract or otherwise secured to the satisfaction of Country Wide UPVC (North West) Ltd. as acknowledged in writing and was lodged with Country Wide UPVC (North West) Ltd. on completion. The guarantee is transferable subject to written request for transfer if received by The Company within thirty days of completion of the sale of the property. Transfers are subject to an administration fee.