

Wizard Windows Southern Ltd
Terms and Conditions

- 1. DEFINITIONS:**
 - a. "Head office" shall mean Wizard Windows Southern Ltd, Unit E1 Rudford Industrial Estate, Ford Road, Ford, Nr Arundel, West Sussex, BN18 0BD.
 - b. When referred to as "Wizard Windows" this shall mean Wizard Windows Southern Limited.
 - c. Written notice where required, shall be given by the purchaser, in writing to Wizard Windows head office.
 - d. "Premises" shall mean the installation address.
- 2. PARTIES:**

This agreement has been made between Wizard Windows and the purchaser and shall not be assigned without Wizard Windows written agreement.
- 3. ILLUSTRATIONS:**

Any illustrations in Wizard Windows promotional literature and documentation are for the purchaser's guidance only and will not be for scale.
- 4. CANCELLATION:**

This agreement may be cancelled by either party without penalty by written notice of cancellation given by the end of the seventh day following the date on which the purchaser received a copy of this agreement.
- 5. VARIATION:**
 - a. Any variation of this agreement must be in writing and signed by both parties.
 - b. The estimated period of delivery will run from the date of such variations.
- 6. SURVEY:**
 - a. This agreement is conditional upon Wizard Windows surveyor's approval of the schedule of works following inspection.
 - b. Wizard Windows reserve the right to make such modifications to the schedule of works following inspection.
 - c. If the surveyor's approval is not given for whatever reason or the purchaser does not accept the proposal modifications, the deposit will be refunded without interest and the agreement will be at an end.
 - d. Quoted delivery period is deemed to have commenced upon receipt of surveyed contract.
- 7. PREMISES:**

The sole purpose of the Wizard Windows surveyor's inspection is to ascertain the feasibility of the installation shown in the schedule of works. He will not undertake a general survey of the premises. His inspection will be confined to those areas of the premises which directly relate to the proposed installation. Wizard Windows will not be responsible for remedying any defect existing before the installation date or for any damage arising there from.
- 8. DELIVERY:**
 - a. The time of delivery is only an estimate.
 - b. If work is not substantially completed within the estimated delivery period stated in this agreement the purchaser may serve written notice on Wizard Windows to complete the work within such reasonable period as the purchaser may specify. (In general the company would accept (8) weeks as being reasonable). If the work is not completed within such extended period, the purchaser may cancel uncompleted work covered by this agreement without penalty to themselves by the service of written notice to the affect on Wizard Windows.
 - c. Notwithstanding the foregoing Wizard Windows shall not be liable for any delay in the completion of the work which arises from causes beyond its reasonable control and in the period when delay on that account is operating.
- d. Upon receipt of notice that the goods are ready for installation by Wizard Windows the purchaser shall by agreement afford access to the premises forthwith. Non-acceptance of installation will render the purchaser liable for further charges.
- 9. ADDITIONAL WORK:**
 - a. Wizard Windows does not undertake to move services, fixtures or fittings which are ancillary to the basic structure of the property e.g., radiators, pipes, electricity, telephone, television cables, burglar alarm or gas services.
 - b. Wizard Windows will endeavour to ensure that 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 specialist finishes such as pebble-dashing, tyrolean or similar material. When variation occurs in existing plaster lines Wizard Windows cannot guarantee that equal amounts of subframe will be visible all round.
 - c. Wizard Windows will make good any damage caused in the course of installation to plaster, floor, rendering, brickwork or pointing immediately surrounding any window or door installed but Wizard Windows cannot guarantee to avoid causing superficial damage to surrounding wallpaper and paintwork or to avoid damage to ceramic tiles in the same area. The making good of that damage is the purchaser's responsibility.
 - d. Wizard Windows cannot undertake to remove intact any existing glass, frames, or secondary glazing without causing 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 (but see clause(a) above) this must be clearly stated on the contract.
 - f. Wizard Windows shall render all finishes in one coat sand and cement, the purchaser shall be responsible for all specialist finishes.
 - g. Additional works not disclosed at the time of survey will require the purchaser's instruction to proceed and written acceptance of the additional costs involved in the verification of such works.
- 10. NEW BUILDING OR PREPARED OPENINGS:**

Where manufacturing sizes are supplied by the purchaser, those sizes will be taken as correct and any subsequent inaccuracies which result in the manufacturer of any incorrect size will result in an additional charge being levied against the purchaser.
- 11. PAYMENT:**
 - a. Wizard Windows has quoted its price to you on the footing that you will pay in full when the job is substantially completed. Accordingly Wizard windows rely on you to pay the whole of the balance of the price when given notice of substantial completion by way of invoice. Any sum outstanding following substantial completion will be subject to interest, which shall run from the date of the invoice to the date of actual payment at the rate of 5% above the base rate for the time being fixed by HSBC bank.
 - b. Wizard Windows personnel are authorized to accept cash and cheque. If there is some minor defect in the work Wizard Windows expect you to rely on its assurance that it will be rectified in accordance with the terms of its guarantee, for failure to pay the balance at substantial completion would be a breach of this agreement.
- 12. V.A.T**

Will be payable by the purchaser at the appropriate rate.
- 13. GUARANTEE.**

Wizard Windows undertake to replace or repair free of charge any defective unit or component supplied or installed by Wizard windows for a period of ten (10) years (frames), five (5) years (glass), two (2) years (hardware) from the date of installation, (Five (5) years (frames) for supply only), in accordance with Wizard Windows written form of warranty issued upon receipt of payment provided that written notice of the defect is given within 28 days of the date on which discovery of the defect ought reasonably to have been made. Removal and /or repositioning of the installation by persons other than Wizard Windows personnel will invalidate the warranty. If it is the purchaser's choice that existing timber remains in-situ adjacent to the installation of Wizard Windows products then it must be understood that the warrantee does not extend to that timber.
- 14. GLASS:**

The glass used in Wizard Windows units is of the best quality obtainable but may have minor imperfections. The purchaser will have the benefit of the warranty of the glass manufacturers and Wizard Windows cannot promise a higher standard of glass than they provide.
- 15. CONDENSATION:**
 - a. Wizard Windows double glazed units are designed primarily to reduce heat loss which occurs through single glazing. The presence of condensation is dependent upon the environment within the dwelling. For the avoidance of misunderstanding, please refer to leaflet about condensation. Low-e glass is now compulsory.
 - b. Wizard Windows gives no warranty concerning the incidence, prevention or elimination of condensation following the installation of its products, neither do its personnel have the authority to give such warranty.
- 16. COMPLAINTS:**
 - a. In the interest of efficiently dealing with any query, written notice of any enquiry should be given to the head office.
 - b. The purchaser hereby agrees to afford Wizard Windows a reasonable opportunity of remedying any complaints for which Wizard Windows are liable.
- 17.** A benefit which applies to all customers is that this order is covered by a Wizard Windows contractors guarantee insurance policy, a certificate will be issued after payment is received in full.
- 18.** All terms of the contract between the purchaser and Wizard Windows are contained in this document. No representations or warranties are made or given by Wizard Windows save as appear herein. No variation of or addition to the work specified in the schedule overleaf shall have effect unless agreed in writing under the signature of authorized representation of Wizard Windows.
- 19. LAW: NOTHING IN THESE TERMS AND CONDITIONS AFFECTS THE PURCHASERS STATUTORY RIGHTS.**