

AGW Ltd. Terms and Conditions

For the purposes of these terms and conditions, the term 'Contract' refers to the Contract and Specification Document provided for review and signature at the point of quote acceptance.

Specification

1. **Hinges and Openings:** Doors and windows will be hinged and open according to the specifications detailed in the Contract.
2. **Design and Specifications:** The Company will strive to ensure that all design elements, including window and door openings, align with customer discussions and are accurately represented in the Contract. However, the customer is responsible for verifying that all final designs and specifications in the Contract are correct. Once the Contract is signed, it is assumed that the information is accurate, and any changes requested afterward may incur additional charges.
3. **Measurements:** The Company assumes responsibility for all product measurements, except in supply-only contracts where a survey is not included. If a product needs to be remade due to a measuring error by the Company, there will be no charge to the customer; however, no compensation will be provided for any delays caused by remakes.
4. **Scope of Work:** The Company will only complete the work specified in the Contract and is not responsible for any additional work unless it is explicitly documented in the Contract.
5. **Exclusions:** The Contract does not cover the cost of decorating walls or other surfaces where brickwork has been removed as part of the job.
6. **Planning and Regulations:** The Customer is solely responsible for obtaining any necessary planning permissions or Building Regulations approvals.
7. **Demonstration Products:** Showroom demonstration products are intended to showcase typical product operation and composition. The actual products detailed in the Contract will be manufactured and installed using methods and materials deemed suitable by the Company. The Company reserves the right to make minor modifications to the design, specifications, or materials as part of its continuous improvement policy.

Deposit Payment

8. **Cancellation and Deposits:** If the agreement was not negotiated at the Company's premises, the Customer has 14 days from the Agreement date to cancel in writing and receive a full refund of any deposit paid. After the 14-day cooling-off period, the Company is entitled to retain a reasonable portion of the deposit to cover losses if the Customer cancels the contract without a valid reason. The Company also reserves the right to cancel or refuse an order at any time, refunding some or all monies paid, depending on the expenses incurred.
9. **Deposit Insurance:** Residential customers can insure their 25% deposit on contracts up to £30,000 using AGW Ltd's membership details with the CPA.

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Payment Terms

10. Payment Schedule for Supply and Fit Contracts:

- 25% deposit for contracts mainly uPVC products
- 25% deposit for contract of aluminum products with a 25% stage payment at the full survey to enable ordering.
- For contracts over £5,000 (including VAT), stage payments may be required once installation begins. These will be detailed within the customer contract.
- The balance is due upon completion.

10a. Payment Schedule for Replacement Glazed Units:

- 50% deposit.
- The balance is due upon completion.
- Contracts under £500.00 will require full payment in advance.

10b. Payment Schedule for Supply-Only/Trade Supply-Only Contracts:

- 50% deposit
- The balance is due prior to collection.
- Contracts under £500.00 will require full payment in advance.

10c. Payment Schedule for NEW Trade Clients:

- 50% deposit
- For contracts over £5,000 (including VAT), stage payments may be required once installation begins. These will be detailed within the customer contract.
- The balance is due upon completion.

Note: Delivery is excluded from all contracts unless stated otherwise. Delivery can be arranged for an additional fee. The customer assumes responsibility for all materials upon receipt.

11. **VAT:** The Company will indicate the prevailing VAT rate on the order. If government-mandated changes occur, the rate at the time of invoicing will apply.
12. **Payment Due Date:** Payment is due upon satisfactory completion of the work. Overdue accounts will incur a collection charge based on the current base lending rates plus a 3% increment per month overdue, calculated from the invoice date. Any costs incurred in recovering overdue payments will also be charged to the Customer.
13. **Withholding Payment:** In the event of outstanding issues after practical completion, the Customer may withhold a reasonable sum from the contract value or the value of the issues, whichever is lesser, until resolved.
14. **Retention of Goods:** All materials and goods supplied to the Customer under the Contract remain the property of the Company until fully paid for.

78 Sandford Lane Industrial Estate, Sandford Lane, Kennington, Oxfordshire OX1 5RP

www.andyglasswindows.co.uk

Directors: A Glass, A P Glass VAT Reg No. 596 1457 05 Company Reg No. 2657318

Survey

15. **Cost Variations:** If the survey reveals unforeseen difficulties resulting in a cost variation, the Customer will be notified immediately. If the cost increases by more than 5% of the total contract value, the Customer has the right to cancel within 7 days of notification. If the cost decreases, the outstanding balance will be adjusted accordingly. The Company reserves the right to cancel the contract if the survey is unsatisfactory, in which case the Customer's deposit will be refunded in full without interest.
16. **Rights and Waivers:** Any concession, latitude, or waiver granted by the Company does not affect its strict rights under the Contract and does not prevent the Company from exercising such rights in the future.

Timescale

If the work is not completed within the estimated period stated at the time of quote acceptance, the Customer may issue a written notice to the Company requesting completion within a reasonable period (typically within eight weeks). If the work is not completed within the extended period, the Customer may cancel the uncompleted portion of the work without penalty by serving a written notice. However, the Company is not liable for delays caused by factors beyond its control, such as fires, strikes, or other unforeseeable events. The Company will not be held responsible for losses arising from delays due to circumstances beyond its control.

AGW Ltd do not recognise or accept any penalty clauses in any form.

Installation

17. **Access Requirements:** The Customer must provide free access to the installation property on the agreed delivery and installation dates. Access to water, gas, and electricity (if applicable) must also be provided.
18. **Site Preparation:** The Customer is responsible for protecting or removing any valuable or electrical items from the installation area. The Company will take reasonable care to minimize damage and dust during construction, but some superficial damage is unavoidable.
19. **Installation Timing:** Unless a specific fitting date has been agreed upon, the Company will contact the Customer a few days before the order is ready for installation. The Company is not legally liable for loss or damage due to installation delays caused by factors beyond its control. Delivery is not considered essential to the Contract.
20. **Subcontracting:** The Company reserves the right to subcontract any portion of the work or ancillary operations without affecting its obligation to complete the work as per the Contract terms. References to 'the Company' include its employees, agents, or authorized subcontractors.
21. **Partial Completion:** If the Company cannot complete the entire order due to issues such as breakages in transit, it reserves the right to invoice for completed work and invoice the balance upon completion within a reasonable time frame.
22. **Damage Repairs:** The Company will repair any damage caused during installation to plaster, flooring, rendering, or brickwork immediately surrounding the installed window or door. The Company is not responsible for damage resulting from pre-existing structural defects. The Company will attempt to match existing exterior finishes but cannot guarantee a perfect match due to weathering of existing materials. Any claims for compensation due to damage must be submitted in writing as soon as reasonably practicable after the defect is discovered.

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- 23. **Removal of Old Materials:** The Company will remove all old frames and materials from the site unless instructed otherwise by the Customer before the installation date. If the Customer wishes to retain the old glass and frames, the Company cannot guarantee their removal without damage.
- 24. **Remedial Work:** The Customer agrees to provide the Company with reasonable access and opportunity to remedy any issues that arise during installation.
- 25. **Reporting Scratches:** Scratches to glass or frame areas must be reported to the Company within 4 days of installation completion.

Condensation, Glass Marks, Warranties & Care & Maintenance – See Separate Guarantees Guide.

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