



EDINBURGH  
**WINDOWS & DOORS**

## **Terms & Conditions**

### **1. THE WORKS AND CHANGES**

1.1 We will carry out the Work at the Property and provide the materials as set out in the Estimate.

1.2 If the scope or any of the Work needs to be changed for any reason (including if you request or we recommend or legal requirements), this must be agreed in writing (this includes email). We will notify any change to the Price as a result before doing the changed Work. From that point, the definition of “Work” and “Price” as used within this Contract means the amended Work and Price.

### **2. TIMING AND ACCESS**

2.1 We will notify you of a provisional start date for the Work and will aim to complete the Work within a reasonable period of time. However, the timing is not guaranteed and is not fixed and you do not have the right to terminate this Contract due to timing.

2.2 We are not responsible or liable in any way for any delay to the Work caused by reasons outside our control including for example weather conditions, flood, fire, wars or changes to the Work or lack of access to the Property.

2.3 If you cause delay (for example delays in consents or by not making access to the Property available) then we can require you to pay for any losses or expenses caused (for example for lost working time, wages or other costs).

2.4 You agree to ensure that our personnel have access to the Property during the hours of access agreed at all times between the proposed start date and the completion of the Work, unless agreed otherwise. We will try to ensure that the Work is done during those hours unless we notify and agree otherwise with you.

### **3. YOUR PROPERTY OBLIGATIONS**

3.1 You warrant and represent to us that you are the legal and beneficial owner of the Property or are acting under legally binding authority from that owner.

3.2 Unless agreed otherwise, you must get (and pay any fees for) all consents needed and comply with any conditions relating to the Work prior to us carrying out the Work. These consents include as examples only any consents needed from any mortgage provider, insurer, listed building consents, landlord, head-landlord, owner of the Property, planning or building regulation authorities, councils and so on. If you fail to do so, you must pay us for any resulting losses, damages or costs including reimbursing us for any liability or claims against us.

3.3 You must clear the area of the Property where we are to do the Work including removing any objects, furniture and soft furnishings that could be damaged and covering with dust sheets any remaining furniture or furnishings. You must remove all curtains, blinds, shades, curtain rails and any other window dressing prior to us starting the Work.

3.4 You must ensure that the Property complies with health and safety legislation and provides safe working conditions for our personnel during the Work and that you have insurance to cover this. We will arrange any insurance required by us for performance of the Work.

3.5 You are responsible for any repairs needed or loss of or damage to existing structures and contents (including any plaster, paint, furniture, furnishings or flooring) unless caused by our negligence or listed as part of the Work. You accept that the Work may cause damage to surfaces near where the Work is done.

3.6 You are responsible for the security of your Property and for ensuring that only authorised people may enter it.

3.7 You agree to perform any work notified by us as necessary after the Work, including for example painting any primed wood as soon as possible.

#### **4. STANDARDS AND GUARANTEE**

4.1 We will carry out the Work with reasonable care and skill and to a reasonable standard.

4.2 Any materials or goods we supply will be of satisfactory quality and fit for their normal purposes and in compliance with any legal requirements at the time of use.

4.3 Please use our contact details as detailed on the Estimate for any after-sales service or queries.

4.4 If the Work includes renovation or repair of original wooden windows and doors we provide a one year guarantee on our work after you have paid us in full. If we supply new timber windows or doors we supply a standard 5 year guarantee. The Guarantee will be subject to terms set out in it and to clause 4.5 below. It will be for 5 years from completion of the Work and will cover putting right any defects in our services and the materials we used. It will not cover any defects which result from anything outside our control (as examples only flood, fire, storms, subsidence or issues with the construction or condition of the Property or any part of it other than the windows or doors renovated or repaired by us) or any caused by anyone else's actions.

4.5 Unless agreed otherwise, all timber that we provide or use in the Work will be provided primed & painted. If we supply without painting any Guarantee will not apply unless you paint any prime timber within a reasonable period (no later than 6 weeks) following completion of the Work.

4.6 Any Guarantee is in addition to your statutory rights and not in replacement for them. You have legal rights for our work and goods to be of satisfactory quality and other rights (if a consumer) under consumer protection law (the Citizens Advice Bureau website gives information).

4.7 We do not guarantee or warrant (and our personnel have no authority to warrant) that condensation can be controlled or prevented by the installation of our draught proofing systems.

#### **4.8 Restoration Work terms and conditions**

Some of our clients are concerned about the possible dust/ mess associated with working with sash and case windows in their homes. We will clear up every afternoon when it's time to go home. All areas will be sheeted up to maintain a clean working environment throughout the day. Sheeting will be removed each day and the work area/your property will be left clean and tidy.

\*although we would try our utmost to not damage any flowers or plants we cannot be held responsible if any damage does occur.

#### **Releasing stuck windows**

Many windows we work on can be stuck for many different reasons. In most cases this is usually the top window. Windows can be stuck with many layers of paint over the years. Windows can be stuck because they have simply ceased up and simply impossible to open. Windows can be stuck because they have been screwed into place and sealed with caulk. We try very hard to release windows. In general it should only take us about 10 minutes to release a stuck window. If we have difficulties in releasing any stuck windows an extra charge may be applied. This usually involves stripping the entire window down in order to release stuck windows.

#### **Old loose putty.**

Not all windows have nice smooth and straight putty lines. Many windows have putty lines that are not visually appealing to the eye. Old putty can be extremely difficult/impossible to remove and over trying to remove this always results in breaking the glass. We make sure that any old loose putty is removed and re-putted. Any hairline cracks and gaps that cannot be cut out are well filled with fresh putty.

#### **Old original glass**

Some sash windows may still contain original glass. If so we may not be able to use any heat source on these areas and can only be sanded as best as possible. These thin panes of glass can also break just by opening a window inwards on the hinges or even just by removing loose putty around them.

\*We as a company cannot be held responsible for any breakages to old original glass.

#### **Draught proofing**

It is not always possible to remove baton rods without old paint chipping off from the baton rod and immediate area surrounding it. Most baton rods are usually well fixed to the window with old original screws and long nails making them very difficult to remove. If you are not having your interior windows painted we can fix these areas and touch up any poor paintwork. A small charge may be applied for this service. It is not always possible to fully 100% draught proof a window due to wear & tear off windows over the years. This is sometimes in the bottom or top corner of a window, or if windows are not aligned. However in most cases windows are fully draught proofed on poor windows this is about 95% and is sufficient to stop most draughts. Old frames may have moved due to subsidence or not being fixed in place correctly this can also result in uneven

windows and certain areas will not be able to be 100% draught proofed. Edinburgh windows and doors will attempt to eliminate all draughts however on old windows this is not always possible.

## **5. YOUR CANCELLATION RIGHTS**

5.1 If you are a consumer (that is, you are entering this Contract as a natural person who is acting for purposes outside your trade, business, craft or profession) then you have the right to cancel this Contract within 14 days of the date of receiving your deposit (the "Cancellation Period"). If this does not apply then you do not have this cancellation right.

5.2 You must notify us within the Cancellation Period if you wish to cancel the Contract and can (but do not have to) use our Notice of Cancellation, which can be supplied on request. You should use our contact details on the Estimate.

5.3 See our Notice of Right to Withdraw which can be supplied on request.

5.4 If you are a consumer who has cancelled within the Cancellation Period, we will refund all advance payments made to us for the Work. We will make the refund by the same method as you made the payment to us, and will refund you within 14 days of receipt of your notice.

5.5 We will not usually start the Work until after the Cancellation Period. If you wish us to start earlier and we agree and are available, then you notify us in writing and acknowledge potential costs. We can provide you with a "Start Work Now" form on request to do so.

5.6 If we have started the Work at your request before you exercise your cancellation rights within the Cancellation Period, then you must pay us (or we can deduct from any advance payment before refunding you) the proportion of the Price representing the proportion of the Work done (including the price of any materials used).

## **6. PAYMENT AND PRICE**

6.1 The price set out in the Estimate is valid for 28 days from the date of the Estimate. If you wish to accept this Estimate after that period, you must first check with us to see if the Price has changed. If so, and you do not wish to proceed, then after you let us know, we will refund any advance payment that you have made within 14 days of your notice.

6.2 You agree to pay the Price to us, using the payment method notified to you. All prices and costs have VAT payable in addition at the rate current at the time unless stated otherwise.

6.3 You agree to pay to us the Price in 2 instalments. The first is the Advance Payment (deposit) and the remainder of the Price (including any amendment to it under clause 1.2) at the point of dispatch, in advance of the Works. 6.3.1 If we have agreed in writing or via email to a different payment schedule this is subject to the same terms and conditions.

6.4 The payment instalments above may be varied only by agreement between us and you, for example if interim instalments are agreed for a large project of Work or if there are anticipated delays or phases for the Work.

6.5 Any other amounts due to us from you (if any) are to be paid within 7 days of receipt of an invoice from us.

6.6 If you do not pay us any amounts when due, then you agree to pay to us interest on the overdue amounts at the statutory interest rate and with costs in each case as set out in the late payment of commercial debts legislation in the UK at the time (whether or not that legislation would otherwise apply to the payment and our terms).

## **7. COMPLAINTS AND LIABILITY**

7.1 If you have any complaints about the Work or anything related to our terms, contact us using our contact details on the Estimate. We have a complaints procedure that is available on request. We will attempt to resolve any dispute with you directly. This does not affect your or our legal rights.

7.2 Our liability to you for death or personal injury caused by our negligence or for fraud is unlimited. Other than that, our liability is limited (to the extent permissible by law) to rectifying any failure to comply with clauses 4.1, 4.2 or any applicable legislation and to complying with the terms of any written guarantee that we have given to you.

7.3 To the extent permitted by law, other than as set out in clause 7.2, we exclude (and limit to a maximum of the Price if we cannot exclude) and you waive all liability and claims related to the Work.

## **8. GENERAL TERMS**

8.1 Nobody other than we and you have any rights to enforce any part of this Contract under the Contracts (Rights of Third Parties) Act 1999 or otherwise.

8.2 This agreement is personal to you and may not be transferred or assigned to anyone else unless we agree in writing. Any Guarantee from us may be transferred to a buyer of the Property after written notice to us.

8.3 We may sub-contract all or any of the Work (but we remain responsible to you for the Work if so) and may (with written notice to you) assign or transfer this agreement or any part of it.

8.4 This agreement supersedes any previous agreements and is the entire agreement between us and you in relation to the Work. You acknowledge that in entering this agreement you are not relying on any term, warranty or representation not set out in this agreement. All implied conditions, warranties or other terms not set out are excluded to the fullest extent permitted by law.

Edinburgh Windows and Doors

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