



## Terms & Conditions

### Enquiry > Quote > Contract > Installation > Guarantee

*The invoice customer is the 'Purchaser' and P&P Glass Ltd is the 'Firm' & all costs include VAT*

#### 1.0 Quote

- 1.1 A quote is the Firm's interpretation of the Purchaser's enquiry based on information available at the time (ie sales appointment, plans, phone/showroom conversations); it is the responsibility of the Purchaser to ensure that their enquiry has been interpreted correctly as the Firm will not be liable for any discrepancies.
- 1.2 Any size/specification received at the enquiry stage will be deemed to be approximate (including from plans).
- 1.3 The quote cost is a reflection of its specification; if the specification changes then the cost is liable to change.
- 1.4 Quotes are valid for 30 days; after such time the cost is liable to change.
- 1.5 Quotes are not priced to be installed in separate stages, unless otherwise stated in writing.
- 1.6 The Firm strongly recommends that the Purchaser enlists the Firm's surveyor to ensure the quote is suitable for its intended application (including size and specification) as the Firm will not be liable in this regard with the following 2 exceptions (i) the Firm has surveyed existing openings (ii) the Purchaser has complied with the Prepared Opening requirements detailed under 7.0 and all other order specifications.
- 1.7 Timescales (e.g. lead/delivery/fitting) are always estimates; the Firm will not be liable for any loss or damage sustained in consequence of any failure to adhere to timescales or completion dates however caused.
- 1.8 Unless included within the contract any samples, sketches, technical drawings and/or photos are for illustrative purposes only.
- 1.9 Contract admin fee is non-refundable but will be deducted from the contract value

#### 2.0 Survey

- 2.1 The Purchaser (or Purchaser's representative) must be present; if on arrival this is not the case the Purchaser will be charged for an additional survey.
- 2.2 Additional/further surveys are payable by the Purchaser at a cost of £250 per survey.
- 2.3 Following the survey the quoted specifications are compared with the surveyed specifications and the Purchaser notified of any changes.

#### 3.0 Contract

- 3.1 The quote is converted to a legally binding contract between the Firm and the Purchaser once the contract has been signed and the deposit has been received.
- 3.2 The Purchaser must be 100% confident that they fully understand the contract and the work involved before signing the contract; the Firm will not be liable for assumptions made by the Purchaser.
- 3.3 Once the contract is signed any amendments made after 3 working days are subject to an administrative charge, minimum £50.
- 3.4 Proposed amendments are only accepted when made in writing; the Firm will not be liable for problems arising from the Purchaser making assumptions based on verbal correspondence.
- 3.5 The Firm will not be liable for consequential loss of any nature whatsoever arising from any event, however caused, which may arise from our supply of goods and/or services.
- 3.6 The Firm will not be liable for costs incurred due to the Purchaser requesting the services of a third party ie locksmiths, builder, engineer etc.
- 3.7 It is the Purchaser's responsibility to ensure all necessary building permissions or planning approvals are obtained prior to the confirmed start date.

- 3.8** Due to the Firm's policy of continuous improvement to its products the Firm reserves the right to make any changes/modifications to specifications without notice.
- 3.9** Any complaint or claim by the Purchaser for compensation for damage done by the Firm for which it may be liable under these terms and conditions must be made in writing to reach the Firm within 14 days of installation, in default of which the Firm will accept no liability thereafter.
- 3.10** In the event that the Purchaser insists against the Firm's advice on ordering a glazed installation of a size or style which results in the Firm's recommended maximum size for a particular area of glass being exceeded (and this fact is noted on the order form under oversized unit) the Firm will not be responsible for any risk or potential adverse consequences involved.
- 3.11** The Firm will not be liable for any delay in the completion of the work which arises from causes beyond the reasonable control of the Firm; in the event that time has been made the essence of the contract, time shall not run during any period when delay on that account is operative.
- 3.12** If the work is not completed within the delivery period quoted to the Purchaser, the Purchaser may serve notice on the Firm and require that the work be completed within such reasonable period as the Purchaser may specify (in general the Firm would accept ten weeks as being reasonable).

#### **4.0 Payment**

- 4.1** Payments are only accepted as: cash, cheque, debit/credit card or BACS transfer made payable to the Firm.
- 4.2** Company credit cards incur a 2% surcharge.
- 4.3** Electronic transfers must include the contract number.
- 4.4** When payment is not made on the due date interest on the outstanding amount will be charged at a rate of 5% per month from the due date until the date of actual payment.

#### **5.0 Installation**

- 5.1** Once stage payment(s) have been received the Firm will agree with the Purchaser a confirmed start date; this start date is based on all products being in stock and ready for installation; in the unlikely event of delays the Purchaser will be notified as soon as possible.
- 5.2** The Firm will withdraw from site and the Purchaser will be liable for a re-scheduling charge of £500 in the event of any of the following:
- 5.2a If, on arrival, the Firm is unable to start work on the confirmed start date
  - 5.2b If the Firm is prevented from finishing the work due to limited access (ie site/openings are not ready)
  - 5.2c If the site does not allow for clear, safe and unhindered access at all times
  - 5.2d If all of the Prepared Opening requirements have not been complied with (see 7.0)
- 5.3** Re-scheduling charges must be paid by the Purchaser before the Firm re-visit site.
- 5.4** Re-scheduled start dates will be booked as soon as possible but can take up to 6 weeks.
- 5.5** If the Firm is unable to complete work stage invoices will be raised to reflect the completed work.
- 5.6** In relation to finishing & trimming the Firm include the following; any additional finishing will be extra:
- 5.6a External sealing with low modulus silicone sealant up to a maximum width of 10mm
  - 5.6b Decorators caulk internally
  - 5.6c Making good to internal reveals up to 75mm from frames
  - 5.6d Standard white trims/quadrants as deemed appropriate by the Firm
  - 5.6e Cement fillet as deemed appropriate by the Firm
- 5.7** Unless otherwise stated (in writing) the following are not included, if (on survey or installation) the Firm determine that they are required an extra cost will be agreed in writing:
- 5.7a Replacement/new lintels (as it is assumed there is load bearing support above existing frames)
  - 5.7b Structural support and/or steel work
  - 5.7c Lead trays, lead flashing or cavity trays
  - 5.7d Fascias, soffits or shiplap cladding
  - 5.7e Column casings or post cladding
  - 5.7f Specialist lifting equipment
  - 5.7g Painting, decorating and/or wallpapering
  - 5.7h Making good to reveals that extend more than 75mm from the frame
  - 5.7i Architraves, window-boards and/or liners
  - 5.7j Damp proof membrane (vertical and/or horizontal)
  - 5.7k Colour matched trims
- 5.8** The Purchaser is responsible for providing suitable toilet facilities.
- 5.9** If parking is not onsite (and free) the Purchaser is responsible for supplying permits; any parking charges/penalties incurred will be charged to the client.

- 5.10 Curtains and/or blinds, along with any fragile items, must be removed in order for our fitters to start work.
- 5.11 In the event that the Firm have to move furniture/fragile items they will not be liable for any damage.
- 5.12 If the Purchaser is providing scaffolding for access this must meet current health and safety standards and be positioned to allow outward opening windows and doors to function correctly.
- 5.13 Once product is installed it is the responsibility of the Purchaser; the Firm will not provide any protection to the frames once they have been installed so it is the Purchaser's responsibility to protect frames against the risk of future damage.
- 5.14 The Firm will make good any damage caused in the course of installation to plaster, floor, rendering or brickwork immediately surrounding the product installed but does not undertake to provide exact matches in relation to: tiles (ceramic or otherwise), wallpaper, paintwork and/or specialised finishes such as Tyrolean or pebbledash.
- 5.15 The Firm will not be liable for any damage resulting from structural or other defects which existed prior to the installation; any possible areas on concern in relation to existing issues are the responsibility of the Purchaser to highlight to the Firm before signing the contract.
- 5.16 Any unforeseen extra costs that may arise during installation will be agreed and paid with the final payment.
- 5.17 The Firm require site access between 08:00 and 18:00, Monday to Saturday.

## **6.0 Contract Termination**

- 6.1 The Purchaser agrees that there is a right to terminate the contract within 14 days of the contract date; however to avoid delays the Purchaser makes an express request for work on this contract to start immediately.
- 6.2 If the Purchaser terminates the contract it will be without prejudice to the Purchaser's liability to pay for such part of the work as has been completed (including all materials and labour).
- 6.3 If a survey has been completed the £250 survey fee will be payable.
- 6.4 The Firm reserves the right to cancel the contract at any time by writing to the Purchaser.
- 6.5 Termination is only accepted in writing or by email to the installation manager when from the Purchaser.
- 7.0 **Prepared Opening – this section is only relevant if order form job type states Prepared Opening**
- 7.1 When the Firm are installing into an opening created by others (i.e. prepared opening) it is the responsibility of the Purchaser to ensure that all the following additional requirements are complied with; if on the agreed start date the opening(s) do not comply then the Purchaser will be charged for re-scheduling.

## **7.2 Bifold/Sliding Door**

### **Base**

- 7.2a Must be solid and level and provide for fixing track with packing points at 250mm centres and fixing points at 500mm centres
- 7.2b Must be laid a minimum of 72 hours prior to installation
- 7.2c Must be suitable for the bottom track by concrete infilling or plating over the cavity
- 7.2d Internal and external finished floor finishes must be laid after installation of the door system
- 7.2e On internal opening flush tracks the floor must be level throughout the operational area of the door including stacking recesses as any rise in levels will compromise the running of the door system
- 7.2f On flush track systems an external drainage channel must be situated in front of the door track to avoid the water being driven under door panels in severe weather conditions; if this cannot be accommodated the outside floor levels must be laid with a sufficient 'fall'
- 7.2g Floor tracks must be protected from cement/debris which can cause damage to running gear
- 7.2h Expansion gaps must be left in floor screeds and timber floor finishes so that track alignment is not affected; care must also be taken when laying tiles and paving slabs that track is not lifted in any way
- 7.2i DPC membrane protruding externally from underneath the floor tracks must not be cut
- 7.2j DPC membrane protruding internally from underneath the floor track must be upturned before laying internal floors in order to prevent water ingress
- 7.2k Floor levels must not exceed recommended maximum floor height shown on order forms

### **Sides**

- 7.2l Must be square to the opening and provide adequate fixing to support the frame; it is not recommended that bifolds are fixed over an open cavity as this can compromise system performance
- 7.2m Must have adequate fixing points capable of providing support and fixing of side framework at 150mm from each end and at a maximum of 500mm centres

### **Lintel – steel/timber**

- 7.2n Must be under full load from above at time of installation

- 7.2o Must provide lateral stability and support of the top guide track and door system
- 7.2p Must support the construction above it
- 7.2q Must be perfectly level and provide fixing points at 125mm from each end at max centres of 500mm along the total width of the door system
- 7.2r The Firm must be notified of any potential deflection

### 7.3 Additional/General Info

- 7.3a Opening must be prepared exactly in accordance with the dimensions detailed in the order forms
- 7.3b Opening must be true/level with max tolerance deviation of no more than 1mm per metre along axis
- 7.3c Cavity closures or vertical damp proofs must be in position prior to installation
- 7.3d Any existing partition, temporary boarding or obstruction must be removed prior to start of installation
- 7.3e The Purchaser will provide suitable access for the installation of our works in full accordance with current Health and Safety Regulations i.e. mobile access platforms and fixed scaffolding is fully boarded with guard rails (including any necessary adaptations)
- 7.3f All external scaffold must be removed or set back a minimum of 1100mm from opening
- 7.3g Dry and secure area, if required on larger installations, must be provided
- 7.3h External render finishes to framework must be carried out after installation
- 7.3i Internal plaster finishes to framework must be carried out after installation
- 7.3j Power supply must be available (240v or 110v) within 15 metres of where product is to be installed
- 7.3k Task lighting must be supplied at all working areas and at all times

### 8.0 Guarantee

- 8.1 The Firm warrants that the goods will correspond with their specification at the time of installation and will be free from defects as per the durations (see 9.5) and limitations (see 9.0) listed below;
  - 8.1a Window & door frames against distortion and/or joint failure - 10 years
  - 8.1b Replacement sealed units against failure of seal - 5 years
  - 8.1c Integral blinds, switchable glass and/or electrical fittings/openers - 1 year
  - 8.1d Window and door hinges and locking systems – 5 years
  - 8.1e Window and door handles and furniture – 2 years
  - 8.1f Timber Windows warranty is 8 years for paint and 5 years for stain finished items, subject to normal use and moderate weather and where care and maintenance instructions have been followed
- 8.2 No guarantee is given that the product/installation will reduce, eliminate or be free from condensation.

### 9.0 Limitations to Guarantee

- 9.0 The following are excluded from the Firms guarantees:
  - 9.1a Deterioration of brass items that will discolour over time
  - 9.1b Iron fittings that will corrode if not periodically oiled
  - 9.1c Water ingress due to flush tracks/thresholds
  - 9.1d Minor imperfections to glass; all glass supplied will comply with the visual quality standard of the GGF
  - 9.1e Glass failure due to nickel sulphide inclusions or any breakage after installation however caused
  - 9.1f Damage due to accident, misuse and faults caused by premature deterioration resulting from the Purchaser's failure to comply with the Firm's maintenance and/or operating instructions
  - 9.1g Damage caused by failure to remove key before operating bifold doors where the key can cause considerable damage to adjacent panels
  - 9.1h Sealed unit failure due to the frames (inc timber) not being properly maintained
  - 9.1i Problems caused by failure to comply with the Terms & Conditions
  - 9.1j Problems caused by lintel deflection once installation has been complete
  - 9.1k Problems caused by doors and windows being left open during adverse weather conditions
  - 9.1l Problems caused as a result of the installation of an oversize unit
  - 9.1m Problems caused as a result of poor installation by a third party (on supply only contracts)
  - 9.1n Problems caused by a third party attempting to rectify any issues.
  - 9.1o Wear and tear i.e. damage or deterioration resulting from ordinary use or normal depreciation
- 9.2 The Firm will make the decision on whether to repair or replace faulty parts/products. We do not provide an emergency service within our warranty, however we will do our utmost to attend as soon as possible.
- 9.3 Guarantees are only valid once the balance of the contract has been received.
- 9.4 The admin charge for amending the details on guarantees is £50; it is the responsibility of the Purchaser to notify the Firm if the installation property has been sold and to make this payment in advance of moving.
- 9.5 For commercial contracts including installations to tenanted or rental properties the guarantee period is limited to 1 year on all aspects of product and installation.