

© CONTRACT TERMS & CONDITIONS (This document referred to as the 'The contract')

GENERAL:

Prices include

Removal of existing frame
Install new into existing aperture
Making good internal plaster and external rendering immediately adjoining new frame, providing the existing surroundings are in sound condition
Sealing external with mastic
Removal of waste materials from site unless otherwise notified in writing by the Customer

Prices do not include

Interior window boards and electrical work
Alterations to brickwork openings*
Making good interior decorations, tiles, wallpaper or paintwork
Supply and erection of any special scaffolding, hoardings or shoring
New or replacement lintels, should they be found to be necessary at time of installation
Replacing soffit boards and fascia boards*
Removal of internal reveal linings to architrave and making good with plaster finish*
Any work to move obstructions, radiators, pipes, fitted furniture etc
Units, frameworks or locks removed to be in condition for re-use
* unless allowed for in quotation

- 1 This agreement constitutes the whole contract between the Company (Bahama Windows Ltd) and the Customer (the Purchaser signing overleaf) and may not be amended or varied except by a document signed by the Customer and an officer of the Company.
- 2 Any time or date specified by the Company concerning when goods will be delivered and/or installed, is given in good faith and is intended as an estimate only. The Company shall not be liable for any loss, damage or expense arising from delay in delivery and/or installation caused beyond the control of the company. Where there is a delay the company will be given reasonable time to complete the contract.
- 3 The Company will carry out only those items specified in the contract. Removal and replacement of curtains, blinds and pelmets are the Customer's responsibility. No undertaking can be given that the Customer's existing doors, windows and/or frames can be removed as to be fit for re-use or any other purpose. Any plastering or rendering work will be unpainted as no redecorating work is ever included in the installation.
- 4 All reasonable access will be required to the property upon commencement of the works. If access is not provided and completion of the work is affected or delayed by the customer's avoidable actions, then we may consider pursuing financial restitution for any breach of contract that affects our installation of the agreed works in the contract and/or for any increases in our costs resulting from unreasonable restricted access. This will not affect your statutory rights.
- 5 The Company reserves the right to amend the Contract price as advised by the Company surveyor due to the nature of the work, but in this case the Customer has the option to rescind the contract within seven days of being notified in writing of the amended price. The Customer agrees that if the express service is ordered overleaf, that the order will still proceed despite the amended price providing that the increase is not above 10% of the total contract value. The Company reserves the right to cancel this contract should our surveyor's report prove unsatisfactory, whereupon the deposit will be repaid in full, without interest, within 14 days of cancellation.
- 6 Company representatives are forbidden to guarantee that condensation can be eliminated or reduced. The Company cannot guarantee that the installation of double glazing will affect the incidence of condensation which is a natural phenomena caused by degrees of humidity, temperature and ventilation.
- 7 All framework supplied and fitted by the Company carries a comprehensive guarantee for a period of 10 years from the date of installation provided the goods have been paid for as per contract. The Company shall replace free of charge any glass sealed units proven to be faulty within 5 year's of installation, with the exception of breakages occurring after 48 hours from installation. All glass used is of good quality but glass manufacturers will not guarantee against minor imperfections or shade variations and the Company cannot be held responsible for these not visible from a distance of 2 metres away. All furniture fittings (Handles, Letterboxes, Door-Knockers, Hinges, Locks and cat-flaps) carry a one year guarantee. Damage caused by animals, insects, rodents or others, accident, storm, flood, neglect, misuse, war, substance staining or settlement of brickwork, movement of ground or soil including tree root activity are not covered by the guarantee.
- 8 As the products are made specially to fit the intended installation it must be clearly understood that this is a binding contract, not subject to cancellation by the Customer. This clause does not affect the Customer's rights.
- 9 The Customer shall be responsible for the proper maintenance of all products supplied by the Company. All locks and hinges should be sprayed with a proprietary silicone spray every six months. Pantographic friction hinges should have their slides cleaned yearly, failing which failure of these items may not be covered under the guarantee.
- 10 Representative and showroom samples are used to demonstrate a typical product, its composition and general appearance. The window(s) and/or door(s) scheduled overleaf will be measured, manufactured and installed in the way the Company consider most suitable. Under the Company's policy of continuous improvements to its products, production and installation methods, it reserves the right to make any necessary modification. The Company will discuss these changes with the Customer if the specification of the product changes significantly.
- 11 Pattern and sizes of Leaded Light or Georgian bar layouts (diamond, rectangle or specials) to be supplied to the manufacturer's or the company's recommendations unless otherwise notified by the Customer in writing.
- 12 The Company will make good any non-structural minor damage caused in the course of the installation to plaster, floor or rendering immediately surrounding any window or door installed, but does not undertake to provide matching ceramic or other tiles or specialized finish such as Tyrolean or pebble dash, or to avoid damage surrounding wallpaper or paintwork unless caused by the Company's negligence.
- 13 The Company accepts no responsibility for any damage resulting from pre-existing structural or other defects in the property at which the installation is carried out (or any attached premises). Any complaint or claim by the Customer for compensation or damage done by the Company for which it may be liable under the terms and conditions must be made in writing to reach the Company as soon as reasonably practical. Reasonably, a window or door survey is not a structural assessment of the overall condition of the building having an installation. Therefore, the Company cannot be liable for existing structural faults or for any damage resulting from an existing structural fault, only the area enclosed by the window or door opening itself excluding lintels. The Customer must be wholly responsible for the damage resulting from an existing structural condition of the building and take the required steps, if the Customer deems it necessary, to confer with a professional structural surveyor that the building can safely have new windows and doors installed. A window surveyor has experience in the proper size measurement of doors and windows, but is not usually a qualified structural surveyor, and may not always be able to discern any existing structural defects before installation.
- 14 The Customer shall be responsible for ensuring that the supply and fitting of the product complies with every applicable statute order in council regulation or direction of government or local authority and in particular that he has lawfully obtained every necessary licence, permit or authority in connection therewith.
- 15 Should a dispute between the Company and the Customer concerning any alleged defects not resolved within one month of installation, the Company reserves the right to call in an independent surveyor to settle the matter. Should the surveyor find that the Company is not at fault but has supplied installed the products to an acceptable standard, the Customer agrees to pay the surveyors fee in full and any outstanding contract sums. The Customer agrees that all guarantees will be null and void until such sums and fees are paid. This does not affect the rights the Customer has to seek remedy using their rights under the Consumer Rights Act 2015.
- 16 Where work is carried out by persons not employed by the Company, the Company can accept no responsibility for any installation faults related directly to these works. The framework guarantee will still apply, but please note that glass units will only be guaranteed if properly installed on packers within the framework to avoid sealed unit failure which is a common occurrence of faulty installation, as are draughts and sticking openers. We recommend that Bahama Company trained installers are used to install our products in order to minimize service callbacks during the guarantee period. The Customer agrees to pay the Company's call out costs to inspect the faulty workmanship of others.
- 17 We follow the procedures and policies laid down in the Which? Trusted Trader Complaints Policy (<https://trustedtraders.which.co.uk/articles/how-to-make-a-complaint>) and ADR (Alternative Dispute Resolution) statement (<https://trustedtraders.which.co.uk/for-traders/articles/alternative-dispute-resolution-service-switchover>)

FINANCIAL:

- a If the Customer has applied for a personal loan through the Company to a finance house or otherwise through a bank, building society or other lending source and such application is not accepted in writing, the holding deposit paid by the Customer will, if the Customer so wishes, be refunded in full and the contract declared void.
- b The Company's installers can accept payment in cash, by cheque, by credit card or BACS (Bahama Windows Ltd A/C: 61610976 Sort code: 60 11 01) through completed loan account documents. All cheques must be made payable to Bahama Windows Ltd. All payment is due from the Customer upon satisfactory completion of the works or within 7 from the date of the invoice.
- c Any discount allowed must be clearly shown on the front of this contract the Customer agrees that this discount will be revoked and added back to the outstanding balance, if the Customer fails to pay the outstanding balance upon the satisfactory completion of the installation. Any costs legal or otherwise which the Company incurs in enforcing payment will be the Customer's responsibility. Payment terms cannot be varied except by mutual agreement between the Customer and the Company and must be clearly stated on the front of this contract.
- d A price increase may be applied if the Customer requests delayed installation longer than 6 weeks after what would have been the due installation date. A proper price for products and installation must be paid and this contract cannot be cancelled because that price is higher than the sum mentioned overleaf in line with increases incurred by the Company.
- e Should the works carried out by the Company be subject to an insurance claim or other organization, the Company will still expect payment upon satisfactory completion of the works as our contract is with the Customer only as shown overleaf.
- f The Company reserves the right to request a collection charge of 3% above bank base rate on all outstanding balances or any cost incurred in recovering them. The charges commence within one week of installation unless waived by the Company in writing.
- g All goods supplied by the Company remain in the Company's ownership until such time as payment is made in full, as per contract.
- h The Company will indicate a prevailing rate of VAT on the order. If government instituted changes occur, it is the rate prevailing at the date of invoice which will be charged.
- i Should the Customer find goods and services of the same quality at a lower price within 7 days of signing this contract, the Company will either meet the lower price or rescind the contract. That is, unless the Customer has asked the Company to express production of the product for fast installation and arrangements for such production has commenced within the 7 days.