

Commercial Agreement

In these conditions of sale, "The Company" means **Affordable Locks Ltd T/A Affordable Windows**. "The Customer" means the person, firm or company from whom the Company accepts an order. "Goods" means goods or services which are subject of such an order be it placed verbally or in writing.

1. All written quotations are guaranteed to be valid for 7 days. After this period quotations are subject to change.
2. The Customer agrees to purchase and have installed the Goods specified in the form of an order.
3. The customer noted on the contract agrees to the full liability of the balance outlined whether acting independently or as a 3rd party representative.
4. Orders are individually manufactured, and any Goods not used in their intended location in the Customer's premises cannot be credited against the contract price.
5. All payment schedules, plans and agreements are to be outlined on the face of the contract or in the order/survey form.
6. All invoices are to be paid in full within 7 days. The company may extend these time scales at its own discretion and reserves the right to withdraw this offer at any time without prior notice.
7. Any order total above £500.00 will be subject to a 50% deposit. VAT invoices will be issued for the full contract total once works are completed, should you require a VAT invoice for the deposit amount separate please inform the company.
8. Advertising materials such as samples, drawings, photos, computer generated images, sketches, brochures are there to provide an illustrative or approximate idea of the Goods shown or described. They do not form part of the contract nor do they have any contractual force.
9. The company will endeavour to provide a proposed start date and aim to keep to this however in all circumstances time is not of the essence. The priority will always remain with ensuring custom made products pass through quality control in the correct condition.
10. Bespoke products from time to time may be delayed due to circumstances out of the control of the Company. The company does not accept or cover any claims arising from any consequential loss during these periods.
11. The company do not accept any liability for any timescales provided by 3rd party suppliers and from time to time may have to amend any estimated start dates provided.
12. The company will arrange with either the customer or property occupier directly to gain access, this is hereby agreed to be provided without restriction. Failure for this access to be provided will result in the full contract total becoming due and/or failure to provide our services.
13. Should appointments be missed for a second time a £35.00 plus VAT charge will be applied and will continue to multiply for every missed appointment from there on.
14. Only appointments cancelled more than 24 hours in advance will be accepted by the company.
15. This order is accepted by the Company subject to a final technical survey, which will be carried out in daylight hours.
16. The Company reserves the right to cancel this order if the surveyor is not entirely happy that the Company can fulfil its obligations to the Customer within the contract price. In this event, any deposit, or monies in respect of the contract will be refunded in full by the Company.

17. The Customer hereby acknowledges that the items and diagrams in this contract have been checked and are correct.
18. The ownership of the Goods shall remain with the Company which reserves the right to possession and to dispose of the goods until such time that payment has been received in full by the Company and cleared through the Company's bank account.
19. Access to the premises to recover goods owned by the company is hereby agreed to be provided at any time and without restriction, obstruction or prior notice.
20. The customer acknowledges that silicone sealant is used to create a weather resistant seal and aesthetics are considered but will not be the main aim during application.
21. The Customer agrees to permit access to the Company, its servants, sub-contractors and workmen to the installation address at all reasonable times in order that the Company may carry out the works scheduled.
22. If, within 7 days of being advised that the Company is ready to install, the Customer has not agreed to an installation date, the remaining balance becomes payable.
23. The Customer will provide the free use of a reasonable amount of water and electricity.
24. The Company will take all reasonable care of the Customer's property when carrying out the work but cannot accept liability for damage or re-decoration.
25. The contract price does not include for the repair or replacement of any rotten timber, defective lintels, hidden services, or hazardous materials such as asbestos found during the course of carrying out the works or for the repair otherwise of any other structural defects unless such work is specified in the schedule of work. Any such work found to be necessary will be brought to the attention of the Customer and will be the subject of a separate quotation and extended time frame.
26. The Company 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 or television cables and the Customer shall remove all household fixtures, including curtains, nets, and blinds, before the installation is due to commence. Any valuables/damageable goods should be removed.
27. The Company does not take any responsibility for damage caused to any of the above if not removed by the Customer whilst work is executed. The Company reserves the right to charge for wasted time if it is unable to carry out work due to site specific restrictions/conditions.
28. No undertaking can be given that the Customer's existing doors, windows and/or frames can be removed to be fit for re-use or any other purpose and they will be removed from the site and disposed of unless the Customer instructs the installer to leave them.
29. Every effort will be made to protect and clean working areas as best as practicable, but the Company cannot be held responsible for small fragments /splinters/ particles, which may still be present.
30. The Company reserves the right to make minor variations in the specification of any of its products at its discretion and without prior notice to the Customer, in keeping with the Company's policy of continuous development and improvement.
31. Any product guarantee will come into effect immediately upon completion of the works if the full price has been received (less any appropriately agreed amount in the event of defects) by the Company on the due date.
32. Failure to pay on time and in full may void any warranty.
33. Where applicable building control compliance will be registered directly upon contract completion providing full payment has been received. Certificates can take 4-6 weeks to be processed.
34. The customer acknowledges that condensation is dependent on a number of variable factors. The Company does not guarantee that its products eliminate or even reduce the incidence of condensation.

35. The Customer should ensure that any representation or promise made before or at the time of signature to the contract not included in the printed form of the contract is added in writing on the face of the contract and is signed by the both the Customer and the Company or its agent. In this way, there will be no doubt as to the terms of the representation or promise.
36. The customer is responsible for informing the company of any listed buildings, conservation restrictions, planning permissions, property management permissions and/or any further restrictions in place relevant to the planned works at the installation site.
37. Failure to comply with any of the above terms & conditions may result in any warranty or guarantee becoming void.
38. UPVC windows & door frames are guaranteed against failure & distortion in accordance with system supplier's recommendations for a period of no longer than 3 years from date of completion subject to compliance with our maintenance guide.
39. Glass sealed units are guaranteed for a period of no longer than 3 years from the completion date for the failure of hermetical seals (non-wipe off condensation in between the panes of glass) subject to full compliance with our maintenance guide.
40. Locks, hinges, and all moving parts are guaranteed for no longer than 12 months subject to regular maintenance by the customer and full compliance with our maintenance guide. Cosmetic deterioration to door & window furniture due to general wear & tear is not covered under this warranty.
41. No Guarantee is given as to the elimination of (wipe off) condensation. No Guarantee is given to the labour only repair of conservatory leaks unless the originally structure was installed by the company.
42. This guarantee does not cover for breakage of glass after the installation is complete.
43. All Guarantees exclude cover for loss of earning or any other consequential loss which may arise.
44. All Guarantees & Warranties are given in good faith. However, if it deemed after a visit from a company representative that our product has been misused, tampered, or damaged in any way we reserve the right to render the Guarantee null & void, leaving any remedial work to be carried out at a pre-arranged fee, which shall be payable before any work commences.
45. This Guarantee is not transferable.
46. Any failure of materials due to faulty workmanship under the terms of this Guarantee will be repaired or replaced at the discretion of the company for a period of no longer than 12 months.
47. Any claim under the manufacturers guarantee is subject to the manufacturer's acceptance of liability and applicable time frames in accordance with the manufacturer's own terms & conditions.
48. The company DO NOT cover the cost of any fee the customer incurs by instructing a 3rd party to attend to any failures.
49. All guarantees will become null and void should a 3rd party carry out work on any product installed by the company.