



1 BASIS OF THE SALE

1.1 Under these terms and conditions the customer ("you") agrees with Sheffield Window Centre Limited ("we") to purchase the products and services specified in the Schedule set out overleaf in this Purchase Agreement.

1.2 The Purchase Price is as recorded overleaf.

1.3 These terms and conditions will apply exclusively to this Purchase Agreement.

1.4 You are responsible for ensuring that the details of your order as set out in the Purchase Agreement and any applicable specification are complete and accurate. Please check carefully before signing.

2 TERMS OF PAYMENT

2.1 In some cases we may require an advance payment from you either as a deposit or to cover expenses such as planning permission or building regulations fees. This shall be specified in the Purchase Agreement.

2.2 You will pay us the balance of the purchase price on the final day of installation.

2.3 Should there be any defects, you may not withhold a sum higher than the value of any outstanding defect or work, until such time as the defect or work is rectified by us.

2.4 For any overdue payments we will charge you interest at 3% above HSBC Bank Plc base rate accrued daily until full payment is made.

3 ILLUSTRATIONS

3.1 Any illustrations in our promotional literature and on the schedule of work on the Purchase Agreement are for your information and guidance only and will not be to scale. The products may vary slightly from those images.

4 DESCRIPTION AND SCOPE OF PRODUCTS AND SERVICES

4.1 The quantity and description of the Products and Services shall be limited to that specifically set out overleaf in this Purchase Agreement, unless we agree otherwise in writing.

4.2 We will make good internally and externally, but we cannot be responsible for any non-matching due to the weathering or ageing of existing finishes such as bricks, pebble dashing, rendering or tynolite etc. We will make good to a pre-decoration standard, but will not be responsible for any redecoration, repainting or retiling. Our making good will be limited to an area not greater than 40cm (approx. 1ft 4in) around the perimeter of each item.

4.3 We will take the greatest care to avoid damage, however some may be expected due to the nature of the work. We cannot guarantee that wallpaper, tiles, woodwork or plaster immediately adjacent to the existing frames will not be damaged when the frames are removed.

4.4 We will remove and dispose of all existing doors, windows and/or frames replaced and scrap materials unless you ask us before we start installation to leave them on your premises. We cannot guarantee that any existing frames when removed will be intact for use elsewhere.

4.5 You are responsible for removing and reinstating all ornaments, furniture, electrical equipment, burglar alarms (see Clause 4.7), radiators, appliances and carpets on or adjacent to the areas where we are to install our products. We will refit TV aerial cables, telephone wires and doorbells where practicable at your request, but we cannot take responsibility for breakage or failure of any cable or equipment after installation. We will refit window blinds, curtain rails and pelmets if they are compatible with the replacement uPVC frames.

4.6 Our surveyor will advise you at the time of survey whether there are any wires, cables or other hazards or obstacles which you will need to have moved or re-routed before we install the products.

4.7 You are responsible for the relocation, removal and/or repair of alarm systems, contacts and sensors, or similar components. We recommend that you employ independent specialists to carry out this work. Our surveyor will advise you at the time of survey what items you need to arrange for.

5 SURVEY

5.1 We will ask a surveyor to contact you and arrange a mutually convenient appointment for the preparation of a survey report. Reasonable notice will be given.

5.2 This Purchase Agreement is conditional upon a satisfactory survey by us within a reasonable time following this agreement taking effect. If in the opinion of the surveyor or our technical staff the work cannot satisfactorily or safely be carried out, we will write to you giving you the reasons. If no satisfactory alternative can be agreed then you or we may cancel the agreement in which event any deposit will be refunded.

6 PREMISES

6.1 The main purpose of our surveyor's inspection is to obtain correct measurements for manufacture and ascertain the feasibility of the installation shown on the schedule of work. His inspection will be confined to those areas which directly relate to the proposed installation and he will not undertake, nor shall we be responsible for, a general survey of the premises.

6.2 We will not be responsible for remedying any defect that existed before the installation or for any damage arising from such a defect.

6.3 Where planning permission or building regulations approval is required, we will be responsible for obtaining these, unless stated otherwise on this Purchase Agreement. You must advise us if your property:-

- Is in a Conservation Area
- Is in an area covered by an Article 4 Direction issued by the local authority
- Is a Listed Building

6.4 PLEASE NOTE: Other than planning permission or building regulations approval as in Clause 6.3 above, you are responsible for ensuring that the work may be carried out at the premises, including:-

- Landlord approval
- Party Wall Agreements
- Any other neighbour or third party approvals

7 VARIATIONS

7.1 Any variation to this agreement must be agreed by you and us and for clarity should be confirmed in writing.

7.2 The price will be affected by any material changes that you request or which are agreed following the survey.

7.3 The products in this Purchase Agreement will be manufactured and installed by us using such manner and materials as we consider most suitable. We have a policy of continuous improvement of our products, so we may make minor technical changes to the specification of your products which will not be to the detriment of their function or aesthetics and will not affect the price.

8 DELIVERY AND INSTALLATION

8.1 The estimated delivery period will run from the date of this agreement or from the date of any subsequent variation or receipt of third party approval.

8.2 You agree to accept installation within the estimated delivery period. If within 6 weeks of the end of the estimated delivery period you are unable to accept installation 80% of the purchase price is payable. Installation will then follow as soon as reasonably practicable by agreement between us.

8.3 If the installation has not taken place within the estimated delivery period, or we have notified you earlier that it will not do so, you may write to us requiring the work to be completed within six weeks. If the work is not completed within this extended period you may write to us cancelling the outstanding work. You will be entitled to a refund of any payment in excess of the value of work carried out by us.

8.4 Neither you nor we are liable for any delay in the completion of the work which arises from causes beyond our control (including but not limited to, inclement weather, fire, flooding, civil disturbance, strike action by others, criminal damage or acts of war).

8.5 You will grant access to our personnel to your premises on reasonable notice and at reasonable times to carry out the work. You will allow us free use of water and electricity for the purposes of installing the products.

9 CANCELLATION

9.1 Products such as windows and doors, which are made to measure and made to your specific requirements are exempt from the right to cancel under the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013. However in accordance with the GGF Consumer Code of Practice, we provide you with a right to cancel without charge up to 7 calendar days after the date of the contract. If you wish to cancel the contract, then you can do so by either writing to the Head Office address overleaf or you may use the cancellation form provided with this contract if you so wish.

9.2 Cancellation after a Variation of Contract (VOC): If as a result of a survey a VOC is requested by you, the 7 days cancellation period will remain from the date of the original contract. If however the VOC is deemed necessary by us, a new 7 days cancellation period commences from the date of the VOC.

9.3 If you wish to cancel your order other than in accordance with Clause 9.1 or 9.2 we shall apply a cancellation charge to cover the costs we have incurred up until the time of cancellation. For guidance purposes only:-

- We have not commenced manufacture of your products or ordered any component, our cumulative costs will be up to 10% of the contract value. These costs cover administration and surveying costs.
- If we have commenced the production of your products, the cumulative cost incurred by us will range from 10% to 80% of the contract value, 80% being the cost if all the products have been manufactured but not installed.
- The products have been installed. Costs will be 100% of the contract price, plus the reasonable costs we will incur removing installed goods.

10 LIMITATION OF LIABILITY AND CONSEQUENTIAL LOSS

10.1 We will be liable for any damage caused to your property which was not necessary for the completion of the contract and such damage was caused by us not exercising reasonable care and skill.

10.2 Consequential loss: We do not accept liability for any form of consequential loss arising from any circumstances whatsoever.

11 GENERAL

11.1 If any or part of these terms and conditions is held to be unenforceable, this will not affect the validity of the remaining terms and conditions.

11.2 Nothing in these terms and conditions will affect your statutory rights relating to faulty or mis-described goods. For further information about your statutory rights, contact your local Trading Standards Department or Citizens Advice Bureau.

11.3 Complaints: You agree to notify us and to give reasonable opportunity to remedy any complaint you may have. Complaints should be sent in writing to our Head Office address or by email to info@sheffield-window-centre.co.uk. Details of our complaints procedure can be found on our website. We support the GGF Consumer Code of Practice, as promoted by the Glass and Glazing Federation (GGF) and undertake to work within these guidelines. A copy of the Consumer Code is available as free download from www.myglazing.com. In the case of any dispute arising, we will provide details of the GGF's Conciliation Scheme and The Glazing Arbitration Scheme (www.tgas.org.uk) administered by the Centre for Effective Dispute Resolution.

12 THE PRODUCTS

12.1 **Sound Reduction:** Please note we give no specific representation regarding sound reduction by fitting our double glazed products, however a certain reduction can be expected if single glazing is being replaced.

12.2 **Condensation:** Our double glazed units are designed to reduce heat loss which occurs through single glazing. We give no guarantee concerning the incidence, prevention or elimination of condensation. Examples are:-

- Internal condensation caused by excess moisture in the domestic environment
- External condensation: Thermally efficient windows are so good at keeping the heat in that the outer pane can get cold as it is no longer being warmed by wasted heat. Under some weather conditions and at certain times of the year, this can result in the formation of condensation on the outside surface of the glass. This is a positive indication of a thermally efficient window.

For further information on condensation please refer to the condensation leaflet issued by the Glass and Glazing Federation, which can be downloaded from their website www.ggf.org.uk.

12.3 **Glass:** Current legislation requires the use of "Low-E" coated glass to achieve reduced 'U' values for heat retention, therefore a slight tint may be visible in certain light conditions, this is perfectly normal. There may also be minor imperfections in the glass making process / coating procedure which are beyond our control. We cannot be held responsible for minor imperfections which are not visible when viewed in natural daylight at a distance of 3 metres from the unit - as defined by the visual quality industry standards issued by the Glass & Glazing Federation. ("Quality of Vision" leaflet can be downloaded from www.ggf.org.uk).

12.4 **Retention of Existing Stained Glass:** When we restore an existing piece of stained glass, parts may occasionally break. Should this occur, we will repair the damage in the most sympathetic way possible, as some old pieces of glass are no longer being produced.

12.5 **Cleaning and Maintenance:** It is recommended that you clean your uPVC frames with warm soapy water at regular intervals (generally every three months) and that all hardware, handles and hinges, etc be lightly lubricated at least once each year. Failure to properly maintain the product may invalidate the guarantee, as will misuse or abuse of the products.

13 PRODUCTS AND SERVICES GUARANTEE

13.1 The products and services are guaranteed by us against defective materials and workmanship for a set period. You will be given a Guarantee Document which contains the terms and conditions of the guarantee after installation. A sample copy of the guarantee is available on our website.

13.2 We guarantee to repair where we deem it to be practicable and appropriate, and if not, to replace, free of all charges for labour and materials, any product including a glass sealed unit which develops a fault, (excluding breakage but including condensation within the sealed unit) due to defective materials or workmanship within the set period of the guarantee after the date of the initial installation. Any repair or replacement of products will not extend the set guarantee period.

13.3 Please note that failure to pay for the product in full will invalidate the guarantee.

13.4 If you wish to transfer this guarantee to a new purchaser of your home, we are content to do this subject to the products having been kept in good condition. Having agreed to transfer the guarantee we will charge an administration fee of £40 plus VAT. A copy of the itemised invoice must be attached to the guarantee document for our inspection in the event of any claim against the guarantee.



WINDOWS / DOORS PURCHASE AGREEMENT / CONTRACT

Telephone & Fax Numbers for Future Reference / Convenience

General Enquiries: Head Office & Distribution Depot
 SWC House, 60/70 Broad Lane, Sheffield S1 4BT
 Tel (0114) 281 3333 Fax (0114) 281 0555

Showroom: 216/218 Oakbrook Road, Sheffield S11 7ED
 Tel (0114) 230 9989 Fax (0114) 230 9738

Conservatory Showroom: 7 Rockingham Street, Sheffield S1 4EA
 Tel (0114) 281 3434 Fax (0114) 281 0555

Factory: Hanover Works, Scotland Street, Sheffield S3 7BX
 Tel (0114) 276 6141 Fax (0114) 276 6143

Website www.sheffield-window-centre.co.uk
Email info@sheffield-window-centre.co.uk

After Sales Service Calls Tel (0114) 278 8337 Monday - Friday 8am - 5pm

| | |
|-----------------------|-----------------|
| Your Salesperson was: | Contact Tel No: |
|-----------------------|-----------------|

Your personal data: We require your name, address, email and telephone number and we 'Sheffield Window Centre Ltd' are known as the 'controller' of your personal data. We may carry out enquiries about you with one or more licensed credit reference agencies before we proceed with your order. You agree that we may make such enquiries as are necessary in relation to this order or any future order you enter into with us. Your data will only be used to provide information in relation to your installation and guarantee. Also, we may send a letter or email after your installation to request a customer review. Following the installation, your details will be securely archived and held in a controlled manner during the guarantee period and also after the guarantee period has elapsed, in order that if you require work out of guarantee in the future then we can easily identify the specific materials and parts used on your products. Your information is only passed on to our Competent Person Scheme (e.g. FENSA) or LABC in order for us to demonstrate compliance with building regulations and to our insurance backed guarantee provider (e.g. GGF), who will provide your insurance backed guarantee. We don't send your details to any other third parties. The submission of your details to the companies named above is essential in order to comply with our legal and contractual obligations. If you want more information on your rights under the data protection act, then you should contact the Information Commissioners Office, who are the supervisory authority for data. You have the right to withdraw your data at any time, though you should consider the consequences of its removal and the implications this will have under the guarantee, as we may no longer be able to find important information relating to your installation. If you do wish to have your data corrected or deleted, then please write to us at our Head Office address.

CANCELLATION FORM

If you wish to cancel the contract in accordance with your rights to cancel (please refer to Clause 9 for details of your cancellation rights) you MUST INFORM US BY MAKING A CLEAR STATEMENT (eg a letter delivered personally or by recorded delivery, email or fax). You may also use this form if you wish, but you don't have to.

Complete and return the section below, only if you wish to cancel the contract:
 Sheffield Window Centre, 60-70 Broad Lane, Sheffield, S1 4BT.
 Tel: 0114 281 3333, Fax: 0114 281 0555,
 Email: info@sheffield-window-centre.co.uk.

I/We hereby give notice that I/We wish to cancel my/our contract.
 My/our name/names are:

My/our address is:

Signature/s:

Date:

Sheffield Window Centre Limited, 60-70 Broad Lane, Sheffield, S1 4BT
 Registered in England Company No. 05440753



1 BASIS OF THE SALE

1.1 Under these terms and conditions the customer ("you") agrees with Sheffield Window Centre Limited ("we") to purchase the products and services specified in the Schedule set out overleaf in this Purchase Agreement.

1.2 The Purchase Price is as recorded overleaf.

1.3 These terms and conditions will apply exclusively to this Purchase Agreement.

1.4 You are responsible for ensuring that the details of your order as set out in the Purchase Agreement and any applicable specification are complete and accurate. Please check carefully before signing.

2 TERMS OF PAYMENT

2.1 In some cases we may require an advance payment from you either as a deposit or to cover expenses such as planning permission or building regulations fees. This shall be specified in the Purchase Agreement.

2.2 If we are building the conservatory base, you will pay us 30% of the contract value on completion of the building work, prior to the installation of the frames/roof (please note that this does not apply to jobs with an existing base). The balance of the purchase price is due on the final day of installation.

2.3 Should there be any defects, you may not withhold a sum higher than the value of any outstanding defect or work, until such time as the defect or work is rectified by us.

2.4 For any overdue payments we will charge you interest at 3% above HSBC Bank Plc base rate accrued daily until full payment is made.

3 ILLUSTRATIONS

3.1 Any illustrations in our promotional literature and on the schedule of work on the Purchase Agreement are for your information and guidance only and will not be to scale. The products may vary slightly from those images.

4 DESCRIPTION AND SCOPE OF PRODUCTS AND SERVICES

4.1 The quantity and description of the Products and Services shall be limited to that specifically set out overleaf in this Purchase Agreement, unless we agree otherwise in writing.

4.2 We will make good internally and externally, but we cannot be responsible for any non-matching due to the weathering or ageing of existing finishes such as bricks, pebble dashing, rendering or tyletan etc. We will make good to a pre-decoration standard, but will not be responsible for any redecoration, repainting or retiling. Our making good will be limited to an area not greater than 40cm (approx. 1ft 4in) around the perimeter of each item.

4.3 We will take the greatest care to avoid damage, however some may be expected due to the nature of the work. We cannot guarantee that wallpaper, tiles, woodwork or plaster immediately adjacent to any existing frames will not be damaged when the frames are removed.

4.4 We will remove and dispose of all existing doors, windows and/or frames replaced and scrap materials unless you ask us before we start installation to leave them on your premises. We cannot guarantee that any existing frames when removed will be intact for use elsewhere.

4.5 You are responsible for removing and reinstating all ornaments, furniture, electrical equipment, burglar alarms (see Clause 4.7), radiators, appliances and carpets on or adjacent to the areas where we are to install our products. We will refit TV aerial cables, telephone wires and doorbells where practicable at your request, but we cannot take responsibility for breakage or failure of any cable or equipment after installation. We will refit window blinds, curtain rails and pelmets if they are compatible with the replacement uPVC frames.

4.6 Our surveyor will advise you at the time of survey whether there are any wires, cables or other hazards or obstacles which you will need to have moved or re-routed before we install the products.

4.7 You are responsible for the relocation, removal and/or repair of alarm systems, contacts and sensors, or similar components. We recommend that you employ independent specialists to carry out this work. Our surveyor will advise you at the time of survey what items you need to arrange for.

5 SURVEY

5.1 We will ask a surveyor to contact you and arrange a mutually convenient appointment for the preparation of a survey report. Reasonable notice will be given.

5.2 This Purchase Agreement is conditional upon a satisfactory survey by us within a reasonable time following this agreement taking effect. If in the opinion of the surveyor or our technical staff the work cannot be carried out safely or satisfactorily, we will write to you giving you the reasons. If no satisfactory alternative can be agreed then you or we may cancel the agreement in which event any deposit will be refunded.

6 PREMISES

6.1 The main purpose of our surveyor's inspection is to obtain correct measurements for manufacture and ascertain the feasibility of the installation shown on the schedule of work. His inspection will be confined to those areas which directly relate to the proposed installation and he will not undertake, nor shall we be responsible for, a general survey of the premises.

6.2 We will not be responsible for remedying any defect that existed before the installation or for any damage arising from such a defect.

6.3 Where planning permission or building regulations approval is required, we will be responsible for obtaining these, unless stated otherwise on this Purchase Agreement. You must advise us if your property:-

- a. Is in a Conservation Area
- b. Is in an area covered by an Article 4 Direction issued by the local authority
- c. Is a Listed Building

6.4 PLEASE NOTE: Other than planning permission or building regulations approval as in Clause 6.3 above, you are responsible for ensuring that the work may be carried out at the premises, including:-

- a. Landlord approval
- b. Party Wall Agreements
- c. Any other neighbour or third party approvals

7 VARIATIONS

7.1 Any variation to this agreement must be agreed by you and us and for clarity should be confirmed in writing.

7.2 The price will be affected by any material changes that you request or which are agreed following the survey.

7.3 The products in this Purchase Agreement will be manufactured and installed by us using such manner and materials as we consider most suitable. We have a policy of continuous improvement of our products, so we may make minor technical changes to the specification of your products which will not be to the detriment of their function or aesthetics and will not affect the price.

8 DELIVERY AND INSTALLATION

8.1 The estimated delivery period will run from the date of this agreement or from the date of any subsequent variation or receipt of third party approval.

8.2 You agree to accept installation within the estimated delivery period. If within 6 weeks of the end of the estimated delivery period you are unable to accept installation 80% of the purchase price is payable. Installation will then follow as soon as reasonably practicable by agreement between us.

8.3 If the installation has not taken place within the estimated delivery period, or we have notified you earlier that it will not do so, you may write to us requiring the work to be completed within six weeks. If the work is not completed within this extended period you may write to us cancelling the outstanding work. You will be entitled to a refund of any payment in excess of the value of work carried out by us.

8.4 Neither you nor we are liable for any delay in the completion of the work which arises from causes beyond our control (including but not limited to, inclement weather, fire, flooding, civil disturbance, strike action by others, criminal damage or acts of war).

8.5 You will grant access to our personnel to your premises on reasonable notice and at reasonable times to carry out the work. You will allow us free use of water and electricity for the purposes of installing the products.

9 CANCELLATION

9.1 Products such as conservatories, which are made to measure and made to your specific requirements are exempt from the right to cancel under the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013. However in accordance with the GGF Consumer Code of Practice, we provide you with a right to cancel without charge up to 7 calendar days after the date of the contract. If you wish to cancel the contract, then you can do so by either writing to the Head Office address overleaf or you may use the cancellation form provided with this contract if you so wish.

9.2 **Cancellation after a Variation of Contract (VOC):** If as a result of a survey a VOC is requested by you, the 7 days cancellation period will remain from the date of the original contract. If however the VOC is deemed necessary by us, a new 7 days cancellation period commences from the date of the VOC.

9.3 If you wish to cancel your order other than in accordance with Clause 9.1 or 9.2 we shall apply a cancellation charge to cover the costs we have incurred up until the time of cancellation. For guidance purposes only:-

- a. We have not commenced manufacture of your products or ordered any component, our cumulative costs will be up to 10% of the contract value. These costs cover administration and surveying costs.
- b. If we have commenced the production of your products, the cumulative cost incurred by us will range from 10% to 80% of the contract value, 80% being the cost if all the products have been manufactured but not installed.
- c. The products have been installed. Costs will be 100% of the contract price, plus the reasonable costs we will incur removing installed goods.

10 LIMITATION OF LIABILITY AND CONSEQUENTIAL LOSS

10.1 We will be liable for any damage caused to your property which was not necessary for the completion of the contract and such damage was caused by us not exercising reasonable care and skill.

10.2 **Consequential loss:** We do not accept liability for any form of consequential loss arising from any circumstances whatsoever.

11 GENERAL

11.1 If any or part of these terms and conditions is held to be unenforceable, this will not affect the validity of the remaining terms and conditions.

11.2 Nothing in these terms and conditions will affect your statutory rights relating to faulty or mis-described goods. For further information about your statutory rights, contact your local Trading Standards Department or Citizens Advice Bureau.

11.3 **Complaints:** You agree to notify us and to give reasonable opportunity to remedy any complaint you may have. Complaints should be sent in writing to our Head Office address or by email to info@sheffield-window-centre.co.uk. Details of our complaints procedure can be found on our website. We support the GGF Consumer Code of Practice, as promoted by the Glass and Glazing Federation (GGF) and undertake to work within these guidelines. A copy of the Consumer Code is available as free download from www.myglazing.com. In the case of any dispute arising, we will provide details of the GGF's Conciliation Scheme and The Glazing Arbitration Scheme (www.tgas.org.uk) administered by the Centre for Effective Dispute Resolution.

12 THE PRODUCTS

12.1 **Sound Reduction:** Please note we give no specific representation regarding sound reduction by fitting our double glazed products, however a certain reduction can be expected if single glazing is being replaced.

12.2 **Condensation:** Our double glazed units are designed to reduce heat loss which occurs through single glazing. We give no guarantee concerning the incidence, prevention or elimination of condensation. Examples are:-

- a. Internal condensation caused by excess moisture in the domestic environment
- b. External condensation: Thermally efficient windows are so good at keeping the heat in that the outer pane can get cold as it is no longer being warmed by wasted heat. Under some weather conditions and at certain times of the year, this can result in the formation of condensation on the outside surface of the glass. This is a positive indication of a thermally efficient window

For further information on condensation please refer to the condensation leaflet issued by the Glass and Glazing Federation, which can be downloaded from their website www.ggf.org.uk.

12.3 **Glass:** Current legislation requires the use of "Low-E" coated glass to achieve reduced 'U' values for heat retention, therefore a slight tint may be visible in certain light conditions, this is perfectly normal. There may also be minor imperfections in the glass making process / coating procedure which are beyond our control. We cannot be held responsible for minor imperfections which are not visible when viewed in natural daylight at a distance of 3 metres from the unit - as defined by the visual quality industry standards issued by the Glass & Glazing Federation. ("Quality of Vision" leaflet can be downloaded from www.ggf.org.uk).

12.4 **Retention of Existing Stained Glass:** When we restore an existing piece of stained glass, parts may occasionally break. Should this occur, we will repair the damage in the most sympathetic way possible, as some old pieces of glass are no longer being produced.

12.5 **Cleaning and Maintenance:** It is recommended that you clean your uPVC frames with warm soapy water at regular intervals (generally every three months) and that all hardware, handles and hinges, etc be lightly lubricated at least once each year. Failure to properly maintain the product may invalidate the guarantee, as will misuse or abuse of the products.

13 PRODUCTS AND SERVICES GUARANTEE

13.1 The products and services are guaranteed by us against defective materials and workmanship for a set period. You will be given a Guarantee Document which contains the terms and conditions of the guarantee after installation. A sample copy of the guarantee is available on our website.

13.2 We guarantee to repair where we deem it to be practicable and appropriate, and if not, to replace, free of all charges for labour and materials, any product including a glass sealed unit which develops a fault, (excluding breakage but including condensation within the sealed unit) due to defective materials or workmanship within the set period of the guarantee after the date of the initial installation. Any repair or replacement of products will not extend the set guarantee period.

13.3 Please note that failure to pay for the product in full will invalidate the guarantee.

13.4 If you wish to transfer this guarantee to a new purchaser of your home, we are content to do this subject to the products having been kept in good condition. Having agreed to transfer the guarantee we will charge an administration fee of £40 plus VAT. A copy of the itemised invoice must be attached to the guarantee document for our inspection in the event of any claim against the guarantee.



CONSERVATORY / PORCH PURCHASE AGREEMENT / CONTRACT

Telephone & Fax Numbers for Future Reference / Convenience

General Enquiries: Head Office & Distribution Depot
 SWC House, 60/70 Broad Lane, Sheffield S1 4BT
 Tel (0114) 281 3333 Fax (0114) 281 0555

Showroom: 216/218 Oakbrook Road, Sheffield S11 7ED
 Tel (0114) 230 9989 Fax (0114) 230 9738

Conservatory Showroom: 7 Rockingham Street, Sheffield S1 4EA
 Tel (0114) 281 3434 Fax (0114) 281 0555

Factory: Hanover Works, Scotland Street, Sheffield S3 7BX
 Tel (0114) 276 6141 Fax (0114) 276 6143

Website www.sheffield-window-centre.co.uk
Email info@sheffield-window-centre.co.uk

After Sales Service Calls Tel (0114) 278 8337 Monday - Friday 8am - 5pm

| | |
|------------------------------|------------------------|
| Your Salesperson was: | Contact Tel No: |
|------------------------------|------------------------|

Your personal data: We require your name, address, email and telephone number and we 'Sheffield Window Centre Ltd' are known as the 'controller' of your personal data. We may carry out enquiries about you with one or more licensed credit reference agencies before we proceed with your order. You agree that we may make such enquiries as are necessary in relation to this order or any future order you enter into with us. Your data will only be used to provide information in relation to your installation and guarantee. Also, we may send a letter or email after your installation to request a customer review. Following the installation, your details will be securely archived and held in a controlled manner during the guarantee period and also after the guarantee period has elapsed, in order that if you require work out of guarantee in the future then we can easily identify the specific materials and parts used on your products. Your information is only passed on to our Competent Person Scheme (e.g. FENSA) or LABC in order for us to demonstrate compliance with building regulations and to our insurance backed guarantee provider (e.g. GGF), who will provide your insurance backed guarantee. We don't send your details to any other third parties. The submission of your details to the companies named above is essential in order to comply with our legal and contractual obligations. If you want more information on your rights under the data protection act, then you should contact the Information Commissioners Office, who are the supervisory authority for data. You have the right to withdraw your data at any time, though you should consider the consequences of its removal and the implications this will have under the guarantee, as we may no longer be able to find important information relating to your installation. If you do wish to have your data corrected or deleted, then please write to us at our Head Office address.

CANCELLATION FORM

If you wish to cancel the contract in accordance with your rights to cancel (please refer to Clause 9 for details of your cancellation rights) you MUST INFORM US BY MAKING A CLEAR STATEMENT (eg a letter delivered personally or by recorded delivery, email or fax). You may also use this form if you wish, but you don't have to.

Complete and return the section below, only if you wish to cancel the contract:
 Sheffield Window Centre, 60-70 Broad Lane, Sheffield, S1 4BT.
 Tel: 0114 281 3333, Fax: 0114 281 0555.
 Email: info@sheffield-window-centre.co.uk.

I/We hereby give notice that I/We wish to cancel my/our contract.
 My/our name/names are:

My/our address is:

Signature/s:

Date:

Sheffield Window Centre Limited, 60-70 Board Lane, Sheffield, S1 4BT
 Registered in England Company No. 05440753



- 1 BASIS OF THE SALE**
- 1.1 Under these terms and conditions the customer ("you") agrees with Sheffield Window Centre Limited ("we") to purchase the products and services specified in the Schedule set out overleaf in this Purchase Agreement.
- 1.2 The Purchase Price is as recorded overleaf.
- 1.3 These terms and conditions will apply exclusively to this Purchase Agreement.
- 1.4 You are responsible for ensuring that the details of your order as set out in the Purchase Agreement and any applicable specification are complete and accurate. Please check carefully before signing.
- 2 TERMS OF PAYMENT**
- 2.1 In some cases we may require an advance payment from you either as a deposit or to cover expenses such as planning permission or building regulations fees. This shall be specified in the Purchase Agreement.
- 2.2 You will pay us the balance of the purchase price on the final day of installation.
- 2.3 Should there be any defects, you may not withhold a sum higher than the value of any outstanding defect or work, until such time as the defect or work is rectified by us.
- 2.4 For any overdue payments we will charge you interest at 3% above HSBC Bank Plc base rate accrued daily until full payment is made.
- 3 ILLUSTRATIONS**
- 3.1 Any illustrations in our promotional literature and on the schedule of work on the Purchase Agreement are for your information and guidance only and will not be to scale. The products may vary slightly from those images.
- 4 DESCRIPTION AND SCOPE OF PRODUCTS AND SERVICES**
- 4.1 The quantity and description of the Products and Services shall be limited to that specifically set out overleaf in this Purchase Agreement, unless we agree otherwise in writing.
- 4.2 We will make good externally, but we cannot be responsible for any non-matching due to the weathering or ageing of existing finishes such as bricks, pebble dashing, rendering or tyroleam etc. Our making good and repairs will be limited to the first two rows of roof tiles above the fascias and soffits and does not include damage to paintwork. We will not be responsible for any redecoration or repainting.
- 4.3 We will take the greatest care to avoid damage, however some may be expected due to the nature of the work. We cannot guarantee that woodwork immediately adjacent to the existing items will not be damaged when they are removed.
- 4.4 We will remove and dispose of all existing items replaced under the contract unless you ask us before we start installation to leave them on your premises. We cannot guarantee that any existing materials when removed will be intact for use elsewhere.
- 4.5 We will refit TV security cameras, aerial cables, telephone wires and doorbells where practicable at your request, but we cannot take responsibility for breakage or failure of any cable or equipment after installation.
- 4.6 Our surveyor will advise you at the time of survey whether there are any satellite dishes, wires, cables, mains cables, pipes or other hazards or obstacles which you will need to have moved or re-routed before we install the products.
- 5 SURVEY**
- 5.1 We will ask a surveyor to contact you and arrange a mutually convenient appointment for the preparation of a survey report. Reasonable notice will be given.
- 5.2 This Purchase Agreement is conditional upon a satisfactory survey by us within a reasonable time following this agreement taking effect. If in the opinion of the surveyor or our technical staff the work cannot satisfactorily or safely be carried out, we will write to you giving you the reasons. If no satisfactory alternative can be agreed then you or we may cancel the agreement in which event any deposit will be refunded.
- 6 PREMISES**
- 6.1 The main purpose of our surveyor's inspection is to obtain correct measurements for manufacture and ascertain the feasibility of the installation shown on the schedule of work. His inspection will be confined to those areas which directly relate to the proposed installation and he will not undertake, nor shall we be responsible for, a general survey of the premises.
- 6.2 We will not be responsible for remedying any defect that existed before the installation or for any damage arising from such a defect.
- 6.3 Where planning permission or building regulations approval is required, we will be responsible for obtaining these, unless stated otherwise on this Purchase Agreement. You must advise us if your property:-
 - a. Is in a Conservation Area
 - b. Is in an area covered by an Article 4 Direction issued by the local authority
 - c. Is a Listed Building
- 6.4 PLEASE NOTE: Other than planning permission or building regulations approval as in Clause 6.3 above, you are responsible for ensuring that the work may be carried out at the premises, including:-
 - a. Landlord approval
 - b. Party Wall Agreements
 - c. Any other neighbour or third party approvals
- 7 VARIATIONS**
- 7.1 Any variation to this agreement must be agreed by you and us and for clarity should be confirmed in writing.
- 7.2 The price will be affected by any material changes that you request or which are agreed following the survey.
- 7.3 The products in this Purchase Agreement will be manufactured and installed by us using such manner and materials as we consider most suitable. We have a policy of continuous improvement of our products, so we may make minor technical changes to the specification of your products which will not be to the detriment of their function or aesthetics and will not affect the price.
- 8 DELIVERY AND INSTALLATION**
- 8.1 The estimated delivery period will run from the date of this agreement or from the date of any subsequent variation or receipt of third party approval.
- 8.2 You agree to accept installation within the estimated delivery period. If within 6 weeks of the end of the estimated delivery period you are unable to accept installation 50% of the purchase price is payable. Installation will then follow as soon as reasonably practicable by agreement between us.
- 8.3 If the installation has not taken place within the estimated delivery period, or we have notified you earlier that it will not do so, you may write to us requiring the work to be completed within six weeks. If the work is not completed within this extended period you may write to us cancelling the outstanding work. You will be entitled to a refund of any payment in excess of the value of work carried out by us.
- 8.4 Neither you nor we are liable for any delay in the completion of the work which arises from causes beyond our control (including but not limited to, inclement weather, fire, flooding, civil disturbance, strike action by others, criminal damage or acts of war).
- 8.5 You will grant access to our personnel to your premises on reasonable notice and at reasonable times to carry out the work. You will allow us free use of water and electricity for the purposes of installing the products.
- 9 CANCELLATION**
- 9.1 Products that are not made to measure – in addition to the right to cancel without charge up to 7 calendar days from the date of contract, you have a right to cancel the contract up to 14 calendar days after the date of delivery. However, you agree that the survey, erection of any access equipment and installation work for such products may start before the end of this 14 days cancellation period. If you cancel, we will collect the products delivered but not installed and we will charge you our reasonable costs of collection. We will also charge you our reasonable costs for the survey, access equipment and installed products provided up to the point of cancellation.
- If you wish to cancel the contract, then you can do so by either writing to the Head Office address overleaf or you may use the cancellation form provided with this contract if you so wish.
- 9.2 **Cancellation after a Variation of Contract (VOC):** If as a result of a survey a VOC is requested by you, the 7 days cancellation period will remain from the date of the original contract. If however the VOC is deemed necessary by us, a new 7 days cancellation period commences from the date of the VOC.
- 9.3 If you wish to cancel your order other than in accordance with Clause 9.1 or 9.2 we shall apply a cancellation charge to cover the costs we have incurred up until the time of cancellation. For guidance purposes only:-
 - a. We have not ordered any component, our cumulative costs will be up to 10% of the contract value. These costs cover administration and surveying costs.
 - b. If we have ordered your products, the cumulative cost incurred by us will range from 10% to 50% of the contract value, 50% being the cost if all the products have been ordered and received but not installed.
 - c. The products have been installed. Costs will be 100% of the contract price, plus the reasonable costs we will incur removing installed goods.
- 10 LIMITATION OF LIABILITY AND CONSEQUENTIAL LOSS**
- 10.1 We will be liable for any damage caused to your property which was not necessary for the completion of the contract and such damage was caused by us not exercising reasonable care and skill.
- 10.2 **Consequential loss:** We do not accept liability for any form of consequential loss arising from any circumstances whatsoever.
- 11 GENERAL**
- 11.1 If any or part of these terms and conditions is held to be unenforceable, this will not affect the validity of the remaining terms and conditions.
- 11.2 Nothing in these terms and conditions will affect your statutory rights relating to faulty or mis-described goods. For further information about your statutory rights, contact your local Trading Standards Department or Citizens Advice Bureau.
- 11.3 **Complaints:** You agree to notify us and to give reasonable opportunity to remedy any complaint you may have. Complaints should be sent in writing to our Head Office address or by email to info@sheffield-window-centre.co.uk. Details of our complaints procedure can be found on our website. We support the GGF Consumer Code of Practice, as promoted by the Glass and Glazing Federation (GGF) and undertake to work within these guidelines. A copy of the Consumer Code is available as free download from www.myglazing.com. In the case of any dispute arising, we will provide details of the GGF's Conciliation Scheme and The Glazing Arbitration Scheme (www.tgas.org.uk) administered by the Centre for Effective Dispute Resolution.

- 12 THE PRODUCTS**
- 12.1 **Cleaning and Maintenance:** It is recommended that you clean your uPVC products with warm soapy water at regular intervals (generally every three months) and that all hardware, handles and hinges, etc be lightly lubricated at least once each year. Failure to properly maintain the product may invalidate the guarantee, as will misuse or abuse of the products.
- 13 PRODUCTS AND SERVICES GUARANTEE**
- 13.1 The products and services are guaranteed by us against defective materials and workmanship for a set period. You will be given a Guarantee Document which contains the terms and conditions of the guarantee after installation. A sample copy of the guarantee is available on our website.
- 13.2 We guarantee to repair where we deem it to be practicable and appropriate, and if not, to replace, free of all charges for labour and materials, any product due to defective materials or workmanship within the set period of the guarantee after the date of the initial installation. Any repair or replacement of products will not extend the set guarantee period.
- 13.3 Please note that failure to pay for the product in full will invalidate the guarantee.
- 13.4 If you wish to transfer this guarantee to a new purchaser of your home, we are content to do this subject to the products having been kept in good condition. Having agreed to transfer the guarantee we will charge an administration fee of £40 plus VAT. A copy of the itemised invoice must be attached to the guarantee document for our inspection in the event of any claim against the guarantee.



ROOFLINE PURCHASE AGREEMENT / CONTRACT

Telephone & Fax Numbers for Future Reference / Convenience

General Enquiries: Head Office & Distribution Depot
SWC House, 60/70 Broad Lane, Sheffield S1 4BT
Tel (0114) 281 3333 Fax (0114) 281 0555

Showroom: 216/218 Oakbrook Road, Sheffield S11 7ED
Tel (0114) 230 9989 Fax (0114) 230 9738

Conservatory Showroom: 7 Rockingham Street, Sheffield S1 4EA
Tel (0114) 281 3434 Fax (0114) 281 0555

Factory: Hanover Works, Scotland Street, Sheffield S3 7BX
Tel (0114) 276 6141 Fax (0114) 276 6143

Website www.sheffield-window-centre.co.uk
Email info@sheffield-window-centre.co.uk

After Sales Service Calls Tel (0114) 278 8337 Monday - Friday 8am - 5pm

| | |
|-----------------------|-----------------|
| Your Salesperson was: | Contact Tel No: |
|-----------------------|-----------------|

Your personal data: We require your name, address, email and telephone number and we 'Sheffield Window Centre Ltd' are known as the 'controller' of your personal data. We may carry out enquiries about you with one or more licensed credit reference agencies before we proceed with your order. You agree that we may make such enquiries as are necessary in relation to this order or any future order you enter into with us. Your data will only be used to provide information in relation to your installation and guarantee. Also, we may send a letter or email after your installation to request a customer review. Following the installation, your details will be securely archived and held in a controlled manner during the guarantee period and also after the guarantee period has elapsed, in order that if you require work out of guarantee in the future then we can easily identify the specific materials and parts used on your products. Your information is only passed on to our Competent Person Scheme (e.g. FENSA) or LABC in order for us to demonstrate compliance with building regulations and to our insurance backed guarantee provider (e.g. GGF), who will provide your insurance backed guarantee. We don't send your details to any other third parties. The submission of your details to the companies named above is essential in order to comply with our legal and contractual obligations. If you want more information on your rights under the data protection act, then you should contact the Information Commissioners Office, who are the supervisory authority for data. You have the right to withdraw your data at any time, though you should consider the consequences of its removal and the implications this will have under the guarantee, as we may no longer be able to find important information relating to your installation. If you do wish to have your data corrected or deleted, then please write to us at our Head Office address.

CANCELLATION FORM

If you wish to cancel the contract in accordance with your rights to cancel (please refer to Clause 9 for details of your cancellation rights) you MUST INFORM US BY MAKING A CLEAR STATEMENT (eg a letter delivered personally or by recorded delivery, email or fax). You may also use this form if you wish, but you don't have to.

Complete and return the section below, only if you wish to cancel the contract:
Sheffield Window Centre, 60-70 Broad Lane, Sheffield, S1 4BT.
Tel: 0114 281 3333, Fax: 0114 281 0555,
Email: info@sheffield-window-centre.co.uk.

I/We hereby give notice that I/We wish to cancel my/our contract.
My/our name/names are:

My/our address is:

Signature/s:

Date:

Sheffield Window Centre Limited, 60-70 Board Lane, Sheffield, S1 4BT
Registered in England Company No. 05440753

The following paragraphs are designed for ease of understanding, and in no way affect your rights under legislation applying to your purchase.

uPVC: All uPVC frames, trims and panels are guaranteed for 10 years against cracking, distortion and discolouration.

Double Glazed Units: Guaranteed for 10 years to remain airtight and free of condensation between the panes. No guarantee is offered or implied regarding stability of colour to stained glass, simulated stains or breakage of glass. Please note that condensation may occasionally appear on the external pane in rare climatic conditions - this is perfectly normal and due purely to the efficiency of the most modern energy-saving units manufactured from 2011 onwards.

Hardware (handles, locks, hinges):

Domestic Properties - Guaranteed for 10 years against breakdown or mechanical failure with the exception of wear and tear. External letterplate flaps excluded against 'forced breakage'. Yale key free electronic lock only carries a 2 year guarantee.

Commercial or Tenanted Properties - Guaranteed for 3 years against breakdown or mechanical failure with the exception of wear and tear. External letterplate flaps excluded against 'forced breakage'.

N.B. Tarnishing of exterior hardware does not form part of this guarantee and care should be taken when cleaning - always avoid using any forms of abrasive cleaner. It is important to lubricate hinges and moving parts every 3-6 months.

Plumbing / Electrical: All plumbing / electrical work (inc air-conditioning) guaranteed for 1 year.

Building Works: Building work is guaranteed for 10 years with the exception of (a) external render and box pointing - guaranteed for 3 years; (b) Frost damage to any bricks or building materials manufactured beyond our control.

Roofline Products: Guaranteed for 10 years to remain colourfast, stable and free from leakage to all joints.

N.B. Leakage problems caused by blockage due to leaves or other extraneous objects are the customers responsibility.

Composite Door Colour: In the course of normal use, the surface finish of our doors will not blister, crack, flake or peel for a period of 10 years. Any discolouration will be within the accepted tolerances contained within Delta E 7 according to BS EN ISO 11341 for paints and varnishes. A small number of composite door colours only carry a 5 year guarantee and these are listed in our composite door brochure.

Important Note: THIS GUARANTEE IS ONLY VALID WITH AN ASSOCIATED ITEMISED INVOICE AND ONCE PAYMENT HAS BEEN RECEIVED IN FULL.

THIS GUARANTEE DOCUMENT PLUS YOUR ITEMISED INVOICE (OR PHOTO-COPY) OF ITEMISED INVOICE) WILL ALWAYS BE REQUIRED BY OUR SERVICE ENGINEER BEFORE ANY WORK CAN BE UNDERTAKEN FREE OF CHARGE.

Sheffield Window Centre store individual customer records using a unique consecutive numbering system and **NOT** by name, address or date (this is because we DO NOT operate direct marketing or mailing lists with customer data). Therefore it is extremely important that you keep your guarantee and your itemised invoice safe for production in the event of any claim under guarantee.

Should you ever require our services, for guarantee or remedial work, please telephone **0114 278 8337** during normal office hours (8am to 5pm, Mon to Fri). Details will be taken and a mutually convenient appointment made to attend. Our service engineers operate between 8am and 5pm from Monday to Friday and calling times can either be Am or Pm. Our engineers do not work weekends or Bank Holidays.

The guarantee is transferable providing that the original guarantee and invoice documents are retained.

PLEASE KEEP THIS DOCUMENT AND YOUR ITEMISED INVOICE SAFE (Duplicates will be charged at £25 + VAT)

Head Office: 60/70 Broad Lane, Sheffield S1 4BT
Tel (0114) 281 3333 Fax (0114) 281 0555
Factory: Hanover Works, Scotland Street, Sheffield S3 7BX
Tel (0114) 276 6141 Fax (0114) 276 6143
Showrooms: 216/218 Oakbrook Road, Sheffield S11 7ED
Tel (0114) 230 9989 Fax (0114) 230 9738
Also at:
7 Rockingham Street, Sheffield S1 4EA
Tel (0114) 281 3434 Fax (0114) 281 0555
Website: www.sheffield-window-centre.co.uk



**SHEFFIELD
WINDOW
CENTRE**
(Manufacturing)

Windows, Doors, Porches
and Conservatories
manufactured in PVCu,
craftsmen designed to suit
your requirements

COMPLAINTS PROCEDURE

Sheffield Window Centre Ltd
60-70 Broad Lane
Sheffield
S1 4BT

Complaints Policy

Sheffield Window Centre Limited is committed to providing the best possible service to all our customers. However, we realise that sometimes things can go wrong and if they do, we would like you to tell us about it, so that we can put things right as quickly as possible.

If you have a complaint, please contact us with the details, you can do this in the following ways:

You can call us on: **0114 281 3333**

Or you can email us at: info@sheffieldwindowcentre.co.uk

Or alternatively, you can write to us at: **Customer Service, Sheffield Window Centre, 60-70 Broad Lane, Sheffield, S1 4BT**

Complaints Process

1. We will then investigate your complaint. This will normally involve passing your complaint to one of our Contracts Managers, who will review your complaint and speak to the team that worked on your installation.
2. For complaints that are easy to resolve, we will call you to discuss the matter and arrange for our staff to attend and carry out any necessary remedial work.
3. For more complex complaints, it may take up 7 working days to advise you how we intend to put things right. Complaints of a more complicated nature may take longer to resolve, but we will keep you informed as the matter progresses.
4. A member of staff will let you know when the necessary work has been completed and hopefully we will agree that the matter has been resolved to your satisfaction
5. In the unlikely event that you are still not satisfied that the complaint has been resolved, you can contact the Glass & Glazing Federation who offer a conciliation service. They will then try and mediate a solution. The contact email address is conciliation@ggf.org.uk or you can write to: The Conciliation Manager, GGF, 40 Rushworth Street, London, SE1 0RB.
6. If the conciliation process fails to resolve your complaint, it may be referred to the Glazing Arbitration Scheme (TGAS) www.tgas.org.uk, which is administered by the Centre for Effective Dispute Resolution (CEDR). They provide a low-cost and independent service to consumers aiming to reach resolution of unresolved disputes in full and final settlement. All applications for arbitration must be made via the GGF Conciliation Manager as per point 5.

