

TERMS AND CONDITIONS

1. This contract is between 'P & M Windows' (the Business) and the person(s) named overleaf (the Purchaser(s)). The date of the contract is the date of signature of the order.
2. All terms of the contract between the Purchaser(s) named overleaf and the Business are contained in this document. The Business's obligations under this contract are subject to a final survey by the Business in accordance with Clause 4 below. No variation of this contract may be effected unless confirmed by the Business in writing. No representations made by the Business or its employees or agents whether verbally or in writing and to the extent that they differ from the terms of this contract have any binding effect. There shall be no separate agreement between the Purchaser(s) and any of the Business's agents or representatives. The entire contract is made between the Purchaser(s) and the Business.
3. The Purchaser agrees to permit access to the Business's employees and agents at all reasonable times in order to take measurements and for the purpose of carrying out the works specified on the order and for the purposes of Clause 4 below. If within 14 days of the request for such access by the Business no appointment has been fixed, the contract price will become due and payable immediately.
4. Within reasonable time after the date of the Purchaser(s) signing the order form, the Business will arrange for its Technical Surveyor to survey the proposed works and to assess their technical and financial viability. Technical Survey will be carried out during daylight hours. After the Technical Surveyor has reported back to the Business, the Business thereafter, but before any works have started, has the right to cancel or modify this Contract, where upon any deposit paid will be refunded to the Purchaser but the Business will incur no liability whatsoever as a result of such cancellation.
5. Delivery and installation dates are given as an indication only, and whilst the Business will use all reasonable endeavours to comply with such dates, time shall not be the essence of the Contract.
6. Photographs, samples and showroom displays are used to illustrate only a typical unit and its composition. The actual products may differ. The products specified on the order form overleaf will be measured, manufactured and installed in a way, which is considered suitable by the Business. The Business agrees to supply such products only subject to availability from its suppliers and the Business does not guarantee that the new material supplied will match up with any existing materials. The Business reserves the right to alter the specification and/or design of the products or services supplied without prior notice to the Purchaser, depending on availability for the purpose of continually improving its products and services.
7. Payment shall be made by the Purchaser as follows: -
 - (a) A deposit shall be payable upon signing this Contract. The deposit shall be specified by the Business in its absolute discretion.
 - (b) The Purchaser will also pay, if the Business so requires in its absolute discretion, a further payment upon delivery of any materials.
 - (c) The Purchaser will also pay the balance left outstanding between any sums paid and the contract price upon substantial completion, which shall be defined as 80% of the works, to be determined by the Business in its absolute discretion.
8. All cheques must be made payable to the Business. Payment will be made without set off, counterclaim or deduction whatsoever and in the event of a dispute the Purchaser agrees that he/she is not entitled to withhold any monies pending settlement of such dispute.
9. In the event of a dispute between the Business and the Purchaser the Business is obliged to investigate any alleged defects only after payment in full in accordance with this contract has been received.
10. The Purchaser agrees to pay interest at a rate of 2% per month calculated on a daily basis on any unpaid sums due under this contract. The Purchaser also agrees to pay any VAT payable on the contract price.
11. The Purchaser agrees to notify the Business as to whether or not the premises into which the products are to be installed and the work is to be carried out is a listed building, or subject to any special local planning controls or any relevant covenants, and unless agreed otherwise in writing, the Purchaser will be responsible for obtaining such consents required.
12. The Business undertakes to carry out all works to a workmanlike standard. All materials shall be of good quality, but the Business shall be under no liability whatsoever in respects of minor scores or marks not guaranteed by the manufacturers. When lead light or Georgian style products are incorporated, no guarantee will be given that the horizontal, diagonal or vertical lines of the window bars meet with the lines of the window bars of an adjacent section, nor that they will match any existing window bars in the frames to be removed. No guarantee is given that the installation of any unit will be free from condensation because the complete elimination of condensation in varying climatic conditions cannot be achieved without specialist humidity control equipment. The Purchaser will become entitled to the Business's official guarantee upon completion of work provided that the contract price is paid in full but does not affect the Purchaser's statutory rights.
13. The Business shall not be liable for any loss incurred by the Purchaser caused by fires, strikes, lock-outs, shortages of materials or other causes beyond the Business's reasonable control. The Business shall be liable for damages to the Purchaser for any loss arising from death or personal injury as a result of the Business's negligence. In respect of other types of losses as a result of the Business's negligence the Business shall not be liable for damages for distress, inconvenience or loss of enjoyment or similar. Other than in connection with liability for death or personal injury as a result of the Business's negligence, the Business shall not be liable for any loss of earnings suffered by the Purchaser. The Business shall not be liable for any consequential losses insofar as law may permit such exclusion. If any parts of this clause are found to be unenforceable, it is agreed that the remainder of the clause shall remain in effect.
14. The Purchaser(s) named overleaf has/have the right to cancel this agreement, provided this is given, in writing, within 7 days of the date of this agreement. Written notice must be sent by recorded delivery to: P & M Windows, The Customer Services Department, 30 Bembridge Gardens, Luton LU3 3SJ
15. This contract is governed by the laws of England & Wales.