



**Dorking
Window
Company Ltd**

116 South Street, Dorking, Surrey. RH4 2EW

Tel: 01306 880666 – Fax: 01306 880980

Email: admin@dorkingwindows.com

• WINDOWS • DOORS • CONSERVATORIES •

VAT No. 856 1114 39 - Fensa Reg No. 28501

Terms & Conditions of Contract

The Contract

The customer agrees to purchase and have fitted, and the Company agrees to supply and fit the goods as set out in the Estimate.

Order

The client will be asked to sign off Survey Drawings prior to order. All drawings are viewed externally. These are for layout and specification; it is the customers responsibility to check these carefully. The Company take responsibility for all manufacturing sizes and tolerances unless order is placed with customer's own sizes and or Supply Only. For new builds, the customer must ensure all products meet current building regulations. No liability will be accepted for non-compliance. Guidance must be given to us by you or your architects. When new windows are installed into old openings there may be a level of finishing required. We will leave site neat and tidy but additional decorating/plastering or rendering may be required which is not part of the quoted works. If old walls or brickwork are not level/plumb this will not be altered by installing new windows and doors and expectations must be reasonable.

Product Finishes

Every product will be finished to the highest standard. There are however acceptable tolerances which British Standard acknowledge and offer guidance on. Paint blemishes and marks; BS EN12206 Paints, varnishes and Coatings of aluminium and alloys. The organic coating on the significant surface shall not have any scratches through to base metal. When the organic coating on significant surface is viewed at an oblique angle of 60 degrees to the upper surface; none of the defects listed below shall be visible from a distance of 3 metres: excessive roughness, runs, blisters, inclusions, craters, dull spots, pin holes, pits, scratches or any other unacceptable flaw. If not visible from 3 metres, then any blemish is deemed as an accepted tolerance.

Glass

It must be understood that modern processed glass will not be 100% flawless.

Industry standards (GGF) clearly specify that there are accepted tolerances permitted.

When inspecting the glass, the following needs must be undertaken and understood by client/end user.

1: View the glass from inside the room standing a minimum of 3 metres away facing the glass. This is because under normal everyday situations, looking through glass is usually at a distance and not from a few inches away.

2: Look through the glass not at it. This is expected as normal as the glass is there to be viewed beyond, not inspected at close range.

3: Do not inspect in direct sunlight. This is because the direct sun will be refracted by the coating on the glass and any minor imperfections amplified in the glass surface thus highlighting items that cannot be detected or seen in normal conditions.

4: Ignore the first 50mm perimeter of the glass. This is because when looking through glass panes, the eye is drawn to the central areas and you do not normally look through the edge of the glazing when viewing.

5: Glass must be viewed at an angle of 90 degrees.

The GGF's standards state that flat transparent glass, including laminated, toughened or coated glass is acceptable if the following are neither obtrusive nor bunched:

- Bubbles or Blisters
- Fine Scratches not more than 25mm long



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- Minute Particles imbedded in glass

Please remember the obtrusiveness of blemishes is judged by looking through the glass, not at it, under natural light, from a distance of 3 metres away.

Other points to Note:

Toughened glass may show visual distortions which are accentuated by reflections in sealed units and laminated panels. This is a natural phenomenon and not a fault.

Laminated glass may have a few more blemishes due to it being made of several layers

Some Low Emissivity coatings may produce transient visual effects

In some lighting conditions the coating may look like a transparent film or produce a haze ie: look cloudy to the surface.

When light coloured objects such as net curtains are placed close to the glazing they may look slightly darker.

If not visible from 3 metres away under above conditions these are all deemed as acceptable by The Glass and Glazing Federation.

Protective Film

Protective film on uPVC and Aluminium products including Windows/Doors/Roof Lights and Lanterns is solely in place for the purposes of protecting the product during transit and delivery to site. This film will be removed by Dorking Window Company on installation unless specifically agreed in writing by customer or contractor. The reason the film is removed is so that the products can be inspected for any imperfections when fitting and so that if any are seen they can be addressed at time of install. The removal of the film also allows us to finish off the install correctly and add sealants where applicable. If the film is left on it can over time get baked onto the frames due to exposure to the elements meaning finish of product can become compromised. If the film is left in place at the request of the client or contractor then Dorking Window Company take no responsibility for any future marks or defects after the 3-day inspection period has passed. These marks, blemishes or issues will need to be addressed by the client or contractor on site. As per our Terms payment of final invoice is due day of completion and client has 3-days to notify us after the install date of any issues.

Cavity Closures

Most buildings should have the correct cavity closures to ensure compliant insulation. Until windows are removed the level of insulation required or needed cannot be determined. Dorking Window Company will advise the customer if compliant insulation is required and this will be chargeable. The customer reserves the right to reject the advice but this will mean that the windows do not comply to current building regulations.

Lead Times

Any lead times given by us are always an approximate date. We cannot be held responsible for any delays in raw materials or other outside events out of our control which may delay your provisional install date. We take no responsibility for any delays to other trades which may need to be moved/cancelled. We are also not responsible if orders arrive to us damaged or scratched which may then lead to a delay as this is out of our control.

Access

The customer agrees to give the Company access to their property, with reasonable notice, within 14 days from the date of the Contract or as agreed in writing from the Company. The customer will ensure that ALL curtains and blinds are fully removed prior to our installation. We do not remove or reinstall any window dressings. We will also need access to window and door openings to be free from furniture or obstructions. We take no responsibility for any phone lines, cables or other items which may be obstructing the installation, these



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should be moved by customer prior to install. If any damage occurs it is the responsibility of the homeowner to repair.

Sign Off

The client will be asked to sign off the installation work carried out on the day of completion. Therefore, someone with authorisation MUST be available to sign off our job sheet on the last day of installation. The client then has 3 days after installation to inform us in writing of any minor imperfections. Anything after 3 days will be chargeable to replace or repair. Dorking Window Company Ltd cannot be held responsible for any damage that may occur after the installation of our products on building sites or if other trades are on site once our fitting teams have left property.

Cancellation.

Cancellation of any order may be made in writing for a period of 7 (seven) days from the date of the offer and any deposit paid will be returned in full. If the customer wishes to cancel after 7 (seven) days, the customer will be subject to charges depending on the cost of manufacture in progress and any other fees that have been paid out by the Company.

Payment terms.

We require a 25% deposit payment of the total invoice amount to process all orders. A further 50% payment of the total invoice amount is required 1 week prior to the installation date. Once this payment is received the installation date is confirmed. The final 25% of the total invoice amount is due on completion of work. All materials to carry out the work remain the property of Dorking Window Company Ltd until balance is paid in full. We reserve the right to charge interest at a daily rate of 3% above the National Rate until Invoice has been settled in Full.

Payment is required in FULL for all *Repair Work* prior to carrying out work.

FENSA

As we are a FENSA registered company you will be issued with a certificate upon completion of work. This is confirmation that all our windows and doors comply to the latest building and safety regulations. No windows without Trickle Vents will be certificated, if customer does not want vents a disclaimer must be signed and the homeowner will need to obtain permission from building control.

FENSA do not certificate any windows or doors installed into new openings. These will need to be signed off by building control, which is the homeowner's responsibility to action and arrange. Conservatories, Porches or windows and doors installed into outbuildings are also not covered by FENSA.

Guarantee

A Company Guarantee, subject to conditions shown above, will be forwarded on receipt of any monies outstanding paid in full. (this guarantee is broken down for a period up to 10 years depending on item and product) The Guarantee is Non-Transferrable.

There is also a 10-year insurance backed guarantee by GGFI, which covers the same items as per our guarantee break down.

No guarantee is issued on repair work.



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GLASS BREAKAGE IS NOT COVERED UNDER THIS GUARANTEE.

Dorking Window Company is not responsible for any glass that is cracked or broken after installation, including effects of Nickel Sulphide Inclusions.

By agreeing to this contract you are giving Dorking Window Company permission to use and hold your personal information for the lifetime of any guarantees, which will not exceed 10 years. Personal Data includes title, names, address, phone number, images, and email address, this information will not be shared with any third parties or used for any marketing purposes. However, in relevant cases your information will be passed to FENSA to provide you with further documentation.