

Terms and Conditions

1. Payment Terms

- 1.1 To confirm an order, we require a deposit of 25% of the total order value inclusive of VAT prior to any works commencing.
A second interim payment of 25% will be due 4 weeks from the initial deposit
A third interim payment of 25% will be due 4 weeks from the second interim payment
Balance due on completion of works and no later than 14 days.
- 1.2 No order will be accepted without a deposit.
- 1.3 Delays in payment may delay your work and/or move installations date. This should not hold up any payment or interim payment as this may cause further delays.
- 1.4 Discounts and promotions, if any, will only apply before an order is received.
- 1.5 No discount will be given for longer that expected lead times or any delays.
- 1.6 Whilst we do make every effort and endeavour for all jobs to run on time and as smoothly as possibly, mistakes can happen, but we will make every effort to rectify any mistake made as quickly as possible. We will not give any compensation or discount and shall not be liable for any indirect or direct losses to the customer as a result.
- 1.7 Payments can be made via BACS (our preferred option) or cheque.
- 1.8 We reserve the right to change or alter these terms for non-payment, late payment or any untoward behaviour.
- 1.9 We reserve the right to refer any late payment to our debt collection service.
- 1.10 We reserve the right to apply interest to any late payment of 10%, and this will be added to any debt collection costs, if any.
- 1.11 Upon paying a deposit you agree to our terms and conditions and this these are legally binding.
- 1.12 Any interim payments should be paid on receipt of and application for payment or invoice.

2. Cancellation and cooling off period

- 2.1 A 14-day cooling off period is provided once a deposit has been taken. You may cancel the order in writing up to fourteen days after the deposit is paid and you will be provided with a full refund. If you decide to cancel your order after the cooling off period and more than four weeks prior to the installation date, we would require 90% of the total value quoted.
- 2.2 If we have carried our any work during the cooling off period (e.g., measuring, ordering of materials or any other such work/items) this would be reasonably deducted from the deposit amount. This will be £300 plus Vat or 5% of the price (including Vat), whichever is greater.
- 2.3 All joinery is made to measure and if we have commenced any production of your products/items, it is not practical to reuse any materials. We reserve the right to cancel any agreement and return any deposit in full.

3. Planning, Conservation Areas and Listed Buildings

- 3.1 It is the customer's responsibility to check if a planning application is necessary, and carry out the planning application if it is. We may choose to give advice and assist but this an opinion only for our experience and you should check if any planning requirements are required. We do not accept any liability if any windows, doors or other items that are installed contravene any planning laws, conservation area rules or listed building regulations. It is the customer's responsibility to ensure that the work we carry out is within regulations.
- 3.2 Our windows and doors are made in a like for way and material of original timber sash windows and doors. Therefore, our windows and doors work well in conservation areas but there may be some requirements to change slit aspects to ensure that the windows and doors comply with building regulations, such as the new trickle vent rule beginning June 2022. Trickle vents are installed into the top sash, top rail as standard, but this may not be detailed within the quotation.

This is deemed to be acceptable within any conservation area and these are required so that a FENSA certificate can be produced.

4. Drawings and quotation diagrams

- 4.1 Any drawing or diagram within the quotation is a visual aid only and items manufactured and installed may differ due to manufacturing processes and requirements.

5. Preparation and installation

- 5.1 As per the quotation, we will require certain items to be moved and/or covered prior to commencing. If we are to move or cover an item, we except no liability for any damages being caused. We may cancel the installation or works until such time that there is sufficient access and space to carry out the installation safely. If we have to cancel the work and move this off, there will be a cancellation charge application as per clause 6.1.
- 5.2 If there are any wires, cables, pipes or any other obstructions in our way (that would normally be dealt with by a different tradesperson), the customer will have to arrange for these to be moved prior to installation. If our operative/s have to carry out any work to these items, we do not accept any liability if there should be any malfunction following works carried out.
- 5.3 We will provide dust sheets for the floor in front of the window/s and/or door/s to be worked on as well as the working area and cover any furniture. We will put down one layer of corex on any hardwood floors. Any further protection will be by others.
- 5.4 Unless specially mentioned otherwise, we do not:
- Repair or attend to fixed lights
 - Repair or attend to leaded glass
 - Metal/Plastic windows
 - Internal/external architraves
 - Linings or skirtings
 - Scraping out mortar or mastic from the joint between the frame and the external masonry including beneath the sill
 - Renewing of any mortars or external silicones (or any other substances)
 - Painting and decorating including, pin holes, knot holes, light or heavy grain filling, replacing putties, plastering of walls, painting of walls, renewing of pea shingle, cleaning of windows, or other relatively minor irregularities as these would normally come within the scope of a decoration function.
 - Timber linings, panelling or shutters
 - Any lead items - these may be moved to install items but any finishing would be by others
- 5.5 New windows and doors will be pointed on the outside and/or a mastic seal. Mortar colour may not be an exact match as we have one colour.
- 5.6 We will clean up after our installation to a sufficient standard by hovering up any excess dust or debris but please note there will be some small/fine full out dust that will occur over a one or two day period following the installation. As this cannot be helped this will be cleaned by others at no cost to us.
- 5.7 All windows and doors that do not come completely fully finished (i.e., new complete windows and doors) must be painted within six weeks of installation. Any repairs carried out may require further spot priming and filling. We do not repaint any existing doors or windows unless our work has exposed any timber, in which case we will touch up with white acrylic primer/undercoat.

6. Cancelled or wasted days

- 6.1 If at any point our operatives are stopped, prevented or cannot complete works by the client/s or representatives, actions or non-actions, including but not limited to, access, delay in payment, preparation or any such item, the client will be liable for a wasted day charge of £500 plus Vat per day per operative.

7. Scaffolding

- 7.1 Scaffolding will be required on occasions and this will be maintained and cost will be met by others for the duration of our works. This should be properly maintained and checked at all times and any extra costs for extending hire will be met by the client.

8. Access and Parking

- 8.1 As most areas in London have permit holder bays, we will require the client to obtain and supply us with parking permits for the duration of works. This may be for more than one vehicle at a time and will be at no cost to us. If we pay for parking, we will add this to the final balance and will be plus Vat.
- 8.2 If the property is within the congestion charge zone, we will add this to the final balance, if necessary, and this will be plus Vat.
- 8.3 In the event of the need for us to use keys provided, we take no liability for the responsibility of the keys. Once we have complete work, we will pass keys through a letter plate or leave in a safe space that has been specified.

9. Glass and materials

- 9.1 All glass is installed as per manufacturers and processors instructions/guidelines and we follow the guideline set out by the GGF.
- 9.2 Superficial Blemishes, scratches or marks are not deemed to be a fault if you are stood 2 meters away and cannot see them at all times. Any mark around the edge of glass (up to 50mm from timber) are not deemed to be a fault. Any discrepancy must be brought to our attention with 3 working days of completion of works.
- 9.3 When we are reglazing single glazed glass, we will use traditional putty and this has to cure for 7 – 28 days but will require priming no later than 28 days. Full painting will be required thereafter.
- 9.4 Acoustic glass is installed in accordance and guidelines set out by the manufactures. We have not tested any performance and are guided by their literature. The performance of the glass is down to the area and property and may vary from room to room
- 9.5 Spacer bars that separate the glass in double glazed units is generally white as listed within the quote but if there is a stock shortage due to the pandemic, then we may have to use black.
- 9.6 Spacer bar slight lines are generally kept in line with/or just below the timber edge. This cannot always be maintained due to the process of manufacturing by hand. This will not be deemed as a fault unless this is excess of 10mm
- 9.7 Due to the pandemic, materials specified may need to be changed to avoid delay in the manufacturing process. We will ensure material used are equal to or better than specified. We may not choose to inform you about any material changes unless necessary.

10. Ownership of material and products

- 10.1 All products remain the property of London Sash Windows & Doors Ltd until paid in full. Once we have received full payment the ownership will pass to the client.

11. Photos and Publicity

- 11.1 We may choose to take photos of our completed work unless you specifically request us not too prior to commencing work. We will not give any details of your address without your consent and we will own the rights to the photos taken.

12. Assignment

- 12.1 We may choose to assign the contract or any part of it to any person, firm or company. This is provided that your rights do not change as a result of this.
- 12.2 You shall not be entitled to assign the contract or any part of it without our prior written consent and agreement.

13. Landlords and 3rd Parties

- 13.1 If the work is being completed at a tenanted property, you the landlord must supply us with your full details.
- 13.2 If the work is being completed at a property on behalf of a client, you must provide us with their full details.

14. Warranty

14.1 Please see details of our warranty for full details. Available on request.

15. Complaints

15.1 In the event that you have a formal complaint, this must be made in writing to us and will be dealt with within 15 working days from receiving it. We will endeavour to resolve any complaint as soon as reasonably possible.

15.2 Any complaint should not hold up and pending payments.

16. Force Majeure

16.1 We will not be in breach of our obligations under the Contract if we are prevented from or delayed in the carrying on of our business or the performance of our obligations under the Contract by any circumstances beyond our reasonable control including, without limitation, acts of God, governmental actions, war or national emergency, acts of terrorism, protests, riot, civil commotion, fire, explosion, flood, epidemic, pandemic, lock-outs, strikes or other labour disputes (whether or not relating to either party's workforce), or restraints or delays affecting carriers or inability or delay in obtaining supplies of adequate or suitable materials, provided that, if the event in question continues for a continuous period in excess of 60 days, you will be entitled to give notice in writing to us to cancel the Contract.