

1. DEFINITIONS

This agreement is between Belle View hereafter called Belle View or the company and the purchaser or customer. The goods to be supplied under this agreement are to be purpose made specifically for the Customer and consequently cannot be used elsewhere.

2. TERMS OF PAYMENT

The Outstanding balance shown overleaf shall be payable to the company`s installers immediately upon substantial completion of this installation. Non completion of minor works shall not entitle the customer to withhold payment greater than the value of 5% of the agreement price. Any sum outstanding follow substantial completion will be subject to interest at 3% per month commencing immediately until actual payment. Belle View`s personnel are authorised to accept cash or cheque made payable to Belle View Windows, or your signed authority for the release of finance funds in favour of the company.

3. SCOPE OF WORKS

The work to be carried out is limited to that specification shown overleaf. Verbal agreements are of no effect unless shown overleaf under special requirements. Any variation from the original agreement details may be chargeable upon the company`s discretion. This agreement is conditional on the company`s part on our surveyor`s approval of the works. We reserve the right to make any modifications necessary following the survey. The company reserves the right to cancel this agreement immediately following the survey. The quoted price overleaf assures the structural integrity of the apertures where our products are to be fitted. Any building work or repairs which are found to be necessary either during the survey or installation are chargeable. Survey means measurement survey. The company does not undertake to inspect the property beyond the area immediately adjacent to the perimeter of the appropriate apertures.

4. TIME OF PERFORMANCE COMPANY"

Delivery date given by the company are a guide only and time shall not be the initial essence on the company`s part. An installation date shall be given by the company when the products are manufactured but even this may be affected by inclement weather or unforeseen problems arising on prior jobs. Customers will be informed of delays and will have the right to make time of the essence of the contract if the goods have not been installed/ delivered 6 weeks fro the date of expected delivery as Belle View.

5. TIME OF PERFORMANCE CUSTOMER

The customer agrees to give free access to the company`s workman and supervisors to carry out all constituents of the said installation. If such access is not given within 30 days of the customer being notified in writing that the products are ready for installation then the customer shall be liable to pay to the Company the cash balance outstanding within a further 7 days.

6.PASSING OF PROPERTY

All goods shall remain the property of the Company until they are paid in full.

7.ADDITION WORK

a). Belle View 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.

b) Belle View Windows will endeavour to ensure that the works match finishers but will not be liable for non matching due to weather of existing material and cannot guarantee the matching of external specialists finishes such as pebble dashing, tyrolene or similar material. When variations occur in existing plaster line Belle View cannot guarantee that the equal amount of Subframe will be visible all around.

c) Belle View will make good and damage caused in course of installation to plaster, floor, rendering, brickwork or pointing immediately surrounding any window and door installed but Belle View cannot guarantee to avoid causing superficial damage to surrounding wallpaper and paintwork or to avoid damage to ceramic tiles in the same area. The making good of that damage is the purchaser`s responsibility

d) Belle View cannot undertake to remove any existing glass, frames or secondary double glazing units intact or without causing damage to their surroundings.

e) All materials removed during the course of the installation will be cleared from the site and cannot be retrieved thereafter. If any materials are required to be retained (see clause above) this must be clearly stated on the agreement.

8.CONDENSATION

The customer acknowledges that condensation is dependant on a number of variable factors, some of which may be favorable affect the installation of double glazing and some of which may not, and the Company therefore does not guarantee that the installation of double glazing will incidence of condensation.

9. GLASS

The Company cannot be held responsible for imperfections caused by the manufacturing process of glass nor any breakages of glass once installed. In the case of dispute the Glass & Glazing Federation standards for glass quality guldelines will apply.

10.SOUND REDUCTION

No specific representation regarding performance of double glazing shall be made it being made agreed that a certain sound reduction can be expected.

11.PRODUCT

Demonstration windows, doors and other products are used to demonstrate the working of a typical and it`s composition and sample products only. The windows or other products detailed in the schedule overleaf will be manufactured and installed by Belle View using such manner and materials as Belle View consider suitable and pursuant to the Company`s policy of the continuous improvements to the products. Belle View reserves the right to itself the full right to make any modification in design, specification or composition, as it shall think fit.

12.STYLES

The styles on the order are viewed from the outside, appropriate window proportions will be determined by the surveyor unless marked on the contract to the contrary. This also includes all Leaded and Georgian items.

13.CLEANING AND MAINTENANCE

It is recommended that frames supplied by the company should be cleaned with warm soapy water at regular intervals (generally not exceeding 2 months). Hardware (Hinges, handles etc) should be lubricated not less than once a year. Failure to carry out these points will effect the guarantee.

14. SILLS

Where an external sill forms part of the window frame to be removed, a new UPVC sill will be fitted as part of the `standard window`. Where other types of external sill are present (Stone, tile etc) the new window will be fitted to the existing sill without a UPVC sill unless specifically stated otherwise on the face of the order. Removal of stone concrete or tile sill will be charged as an extra and must be detailed on the agreement.

15.GUARANTEE

The company guarantees the UPVC frames against rotting, warping, peeling fading and flaking for ten years from the date of the installation. The installation and installation materials (silicones, trims and fixings) are guaranteed for 5 years as are sealed units as per the glass and glazing federation guidelines. Hardware (hinges, handles etc) are only guaranteed for 12 months. This guarantee is invalidated if the materials have been misused, abused or neglected or if full payment has not been made.

16. BUILDING SOCIETY

Orders signed awaiting building society loans carry standard Term and Conditions. The customer is deemed to have made there best endeavours to obtain funds and the company reserve the right to obtain funds for them at the normal building society rates if their own efforts fail.

17.CANCELLATION

The purchaser has the right to cancel this agreement by written notice within 14 days following the date overleaf. Written notice of cancellation should be given by using the cancellation slip below. Purported cancellation beyond this point will attract the following charges by way of liquidated damages. Before manufacture 25%, during manufacture 60% manufactured 90%

18.LAW

Nothing in these Terms and Conditions affect purchaser`s statutory rights.