Sanford Group Limited t/a Wandsworth Sash Windows

Terms of Business

1. Application of these Terms
	1. This contract will begin and become legally binding at the point deposit is received from the customer. Only alterations agreed in writing between Sanford Group Limited t/a Wandsworth Sash Windows, herein referred to as “WSW” and the customer, prior to the deposit, will be legally binding.
2. Cooling Off Period & Cancellation
	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 two weeks prior to the target date, we would require 90% of the total value quoted.
	2. Everything is made to measure and if we have commenced the production of your products, it is not practical to reuse any materials. We reserve the right to cancel any agreement and return any deposit in full.
3. Verbal Agreements
	1. Any verbal agreements made between a member of WSW and a customer will not form part of any contract. If a verbal agreement is made, the customer must not assume that this will form part of an order or contract, it must be noted down in a written form of communication.
4. Payment & Terms
	1. All orders require a deposit payment of 50% of the total order value inclusive of VAT prior to any works commencing. A second payment of 50% of the total order value inclusive of VAT is required prior to installation or collection of the goods. These payment terms will apply to all customers and orders unless otherwise specified in the Order Confirmation.
	2. Invoices are due for payment upon receipt, unless otherwise specified on the invoice. Failure to make payment within 10 days of the due date may result in the matter being referred to a debt collection agent whose charges will be added to and payable with the invoice debt.
	3. Unless stated otherwise on the Invoice, the agreed price includes any discounts, rebates or offers. You will not be entitled to any reduction in price after the deposit has been paid, unless offered in writing by a representative of WSW. You will not be entitled to any reduction in Price if we make any promotional offers on Goods and Services after the date of the Contract.
	4. Whilst WSW will always endeavour to ensure that all jobs run smoothly, mistakes do happen, and we will always work hard to rectify any mistake, the customer will not be entitled to any discount or compensation. Whilst we understand that in the unlikely event of a delay or a mistake, inconvenience may be caused we cannot reduce the price in any way. For the avoidance of doubt, the Company shall not be liable for any indirect losses to the Customer howsoever caused. In any event the Company’s total liability to the Customer under this Agreement shall not exceed the Price.
	5. There will be no discounts due to a longer timescale than anticipated, unless offered by a representative of WSW.
	6. All payments can be made by cheque or BACS.
	7. WSW reserves the right to alter payment terms during the process of an order if the customer threatens its staff or non-payment.
5. Order Confirmation and Technical Drawings
	1. Prior to any order being put into production, clients will receive and Order Confirmation and/or Technical Drawings. If these are agreed by the client, these drawings are final and what we will produce to.
6. Planning
	1. It is the customer’s responsibility to check if a planning application is necessary and carry this out if it is. Any advice given to you by a representative of WSW is an opinion and you should check if any planning is required. WSW does 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.
7. Installation
	1. Prior to installation, the customer may be required to prepare the area in which our operatives will be working. If there are any items of furniture or curtains or other items in the way, the customer should move these prior to installation. If these are not moved prior to installation, our installers may move them, and we accept no liability for loss or damage of these items. If there are a large number of items or items of a delicate nature stopping our operatives from working, we will ask them to come away from the job and we will rearrange installation, and this will be charged at the wasted day rate.
	2. If there are any wires, cables, pipes or any other obstructions 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 has to move them as this has not been organised by the customer, then neither WSW nor our operative will bear any responsibility should they malfunction following works carried out.
	3. Our operatives will have two dust sheets each and suitable cleaning equipment, such as glass cleaner and hoovers. They will take all reasonable care to ensure that the area in which they work is kept clean and is cleaned after they leave. During the work some dust may arise, or mess may be present during the work and this is often unavoidable, and the level of dust and disruption is unpredictable. Our operatives will not be able to cover every area of the room they work in as they will have a limited number of dust sheets. If extra protection is required, the customer must arrange this or contact WSW no less than 48 hours prior to the start of installation to inform us of this.
	4. WSW takes the health and safety of all staff seriously and for this reason they will not be permitted to remove shoes when working in your house regardless of carpets or floor coverings. We can supply plastic shoe covers to the operatives to use, if this is specified prior to installation. Furthermore, should a customer put any request to an operative that he deems to infringe or put at risk his health and safety, he/she has the right to decline this request.
	5. Making good to aperture reveals is limited to restitutive work required as a direct result of the installation process and is limited to the repair of the surfaces immediately surrounding the installation work, as follows:
		1. Internally – to pre-decorative standard.
		2. Externally – to sand/cement pointing or silicone seal, as appropriate.
	6. Refinishing work to extended aperture surrounds (e.g. but not limited to internal or external timber, plaster or shingle reveal coverings) is not included within making good.
	7. If there are any obstructions to making good internally or externally, such as radiators or external grills, operatives will carry the work out as far as they can. This may mean that sanding is not completed on interior walls and a silicone or plaster finish left.
	8. Unless otherwise specified in writing, the removal and refixing or disposal of shutters and/or secondary glazing units is not included in the cost. This will be charged on the final invoice.
	9. Unless otherwise specified in writing by a representative of WSW, no items will be made to suit existing furnishings of any kind, including but not limited to, curtains or shutters.
	10. If the installation duration must be extended due to the fabric of or materials used in the construction of the customers property, including but not limited to, concrete or other materials in the box frame or brickwork falling out of position; the client may be charged for this.
8. Wasted Day
	1. If our installers are prevented from carrying out the installation by the client’s actions or non-actions, including but not limited to, non-payment of the stage payment, not allowing access, not clearing a suitable work area; the client will be liable to pay a wasted day fee of £675 plus VAT per day. This will be payable before any further installation dates are booked.
9. Parking
	1. Due to parking restrictions in London, it is the clients’ responsibility to pay for and provide parking permits or suspended parking bays before work commences. If parking permits are not provided, parking costs will be added to the final invoice (plus VAT). Congestion charge will also be added where appropriate.
10. Delivery
	1. Any installation or target dates given to customers are given in good faith. While we will endeavour to keep to dates we have provisionally given but this may not always be possible, and they may be subject to change at short notice. If installation dates are changed at short notice or installation is interrupted for any reason, the company will not be held liable for any losses incurred nor will this be satisfactory reason for the withholding any payment nor will a delay in delivery require any kind of discount.
11. Ownership
	1. Ownership of the products will pass to the customer once full payment has been received. Until then, the goods remain our property but that will not prevent us from recovering payment from you of any amounts due under the contract.
12. Glazing
	1. When re-glazing broken window panes, putty requires a minimum of one month to fully dry out. Unless prior agreement has been made, we do not paint putty for re-glazed panes. If we are installing any single glazed sashes, they will also be glazed with putty and for the aforementioned reasons, it will not be painted unless otherwise agreed.
13. Materials
	1. Due to circumstances outside of WSW’s control, WSW may need to use different materials to the materials agreed. WSW will ensure that only materials of equal or better quality are used.
14. Inclement Weather
	1. WSW will endeavour to carry out works regardless of weather. However, some works, such as exterior painting, cannot be undertaken when it is raining. For this reason, when there is inclement weather, we will complete all works that we can and we will return once the weather is suitable.
15. Acoustic Glass
	1. Statistical information concerning the acoustic performance of glass is provided by the manufacturer’s specifications and relates only to the performance of the glass itself.
	2. Installing acoustic glass is only one part of sound proofing your building and we cannot be responsible for the acoustic performance of other materials such as brick work.
	3. When acoustic glass is installed, a larger amount of hot melt is required than when making standard double glazed units. If this larger amount of hot melt is not used then the unit will get condensation and the acoustic performance will not be as good. For this reason a small amount of the spacer bar may be visible beyond the beading or moulding.
16. Access and Keys
	1. Our operatives may need to leave your property during the day for any reason and the return to continue working. For this reason, it is necessary for the customer to either be in the property during the day, or to leave us with a set of keys. You can give the keys to our office prior to installation or you can get them to our operatives on the first day of the job. Any keys given to us will be returned to our offices. They will then be available for collection once full payment has been received. If the client requests, we will post the keys to the property address within three days of full payment being received.
17. Superficial Blemishes
	1. WSW follows the guidelines set out by the GGF regarding double and single glazed panes and superficial blemishes. Details of this can be provided upon request. Any blemishes in new glass must be brought to the attention of WSW within 3 working days of completion.
18. Landlords
	1. If you are the landlord of the property that work is being carried out on you must supply WSW with your home address when the deposit is made. If WSW is not informed of the landlord’s residential address, all guarantees will remain invalid until such information is passed to us.
19. Publicity
	1. Unless you specifically request us not to, we may use photographs of your property showing the work we have carried out in advertising literature, including brochures and our web site. These will be referenced with an abbreviated post code. Neither your name nor your address will be divulged to anyone without your prior consent.
20. Complaints
	1. All formal complaints need to be sent in writing and will be responded to within 10 working days.
21. Guarantee
	1. Guarantees are provided for our products according to our Guarantee Wording Document.
22. Exclusions
	1. Product guarantees shall be void where:
		1. Non-standard paint finishes were ordered by the Customer
		2. Damage has occurred as a result of faulty installation by a third party, repairs, alterations or work processes or pollution from the surrounding area.
23. Force Majeure
	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, 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.