

Please note that these terms were updated on 13/09/2024.

You can find everything you need to know about us, Branford Group Limited t/a Wandsworth Sash Windows hereinafter referred to us "we", "us" or "the Company", (company number 10550497) with registered office at Unit 2 Kangley Business Centre, Kangley Bridge Road, London and our services on our website (<https://sashwindows.london/>), or from our sales staff before you order.

1. Application of these Terms

- 1.1. We intend to rely upon the conditions set out in this document. The conditions set out in this document should be read in conjunction with our technical guides, production and installation information documents and guarantee information on our website. These can be found at <https://sashwindows.london/technical-resources>.
- 1.2. Upon paying a deposit, you agree to our terms and conditions, and these are legally binding.
- 1.3. These terms supersede any other terms provided by ourselves or you, including any purchase order terms or subcontractor agreements, unless otherwise explicitly stated in the Order Confirmation document.

2. Cooling Off Period & Cancellation

- 2.1. A 14-day cooling off period is provided once a deposit has been taken. If you decide to cancel your order after the cooling off period, we will require 80% of the total value quoted.
- 2.2. If we have carried out any work during the cooling off period (such as undertaking site surveys, ordering materials etc), this will be deducted from the refunded deposit amount.
- 2.3. All of our products are made to measure and if we have commenced the production of your order, it is not practical to reuse any materials.
- 2.4. We reserve the right to cancel any agreement and return any deposit in full.

3. Quotations & Order Confirmations

- 3.1. Prior to any order being put into production, you will receive an Order Confirmation. This document outlines the specification that we will manufacture your order to. If these are agreed you by signing the document, these drawings, and the technical drawings on our website related to these products, are final and what we will produce to.
- 3.2. It is your responsibility to ensure the accuracy of the description of the works and specification described in this quotation/order confirmation. This includes, but is not limited to, the paint, glass, type of work, ironmongery type and finish, and style of the windows. If there is any aspect of the specification that you do not understand, please do not sign the document without asking for more information from a member of the team.
- 3.3. During the quotation and ordering process, there will be many verbal and written discussions between us and you. We produce the quotation and order confirmation documents to what we interpret as your requirements. It is your responsibility to check this and to ensure that any specific requirements you have are noted in this document. Any verbal agreements made between a member of our company 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 the signed order confirmation.
- 3.4. We do not use the term "like for like" or other similar terms when describing the works that we will carry out. Such terms are ambiguous and can be interpreted differently. We will manufacture according to the specification set out in the order confirmation document and not to match anything existing.

4. Payment

- 4.1. Payment terms are set out in the quotation/order confirmation. Payment terms will not be amended after the confirmation is signed by you.
- 4.2. Our standard payment terms are:

- 40% deposit payment with order
- 50% interim payment due 12 weeks after the date of the first measuring survey.
- 10% balance due upon completion of works. Note that if works are phased, balance payments will be due on each phase.

4.3 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.

4.4 Whilst we will always endeavour to ensure that all jobs run smoothly, mistakes do happen and we will always work hard to rectify any mistake, you 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 you howsoever caused. In any event the Company's total liability to the Customer under this Agreement shall not exceed the Price.

4.5 There will be no discounts due to a longer timescale than anticipated caused by factors outside of our control.

4.6 All payments can be made by cheque or BACS. We do not accept payment by cash.

4.7 For the purposes of VAT, we assume you are an end user unless you advise us otherwise.

4.8 We do not evaluate any claims for indemnification until the job has been completed and it has been signed off as completed. If you would like a copy of our policy document for customer indemnification, then please let us know and we can provide this.

5. Planning

5.1. It is your responsibility to check if a planning application is necessary. We submit planning applications for our clients but only if this service is ordered and arranged separately to this order. If you do not engage our services to apply for planning permission, we have assumed that you have already sought permission if necessary and that the specification contained within the Order Confirmation meets with the specific requirements of your permission.

5.2. Unless we are preparing and submitting a planning application for you, 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. We can help you with part or all of the application, however, there may be a fee applicable for this.

5.3. If we are preparing and submitting a planning application for you, different specific terms and conditions apply for this. Please see our *Planning Terms and Conditions* document.

6. Surveys

6.1. Any survey carried out by the Company is not a full structural survey of your property. Surveys carried out are limited to the installation of the products specified in the quotation. Our price is calculated on the basis that the property is structurally sound and that there are no factors that would make our performance more difficult than might reasonably be anticipated through a non-destructive examination.

6.2. If upon a survey our surveyor discovers technical issues that make the performance of this contract more difficult or more costly than we could have reasonably anticipated beforehand, we will inform you of this. In these circumstances, we reserve the right to cancel the contract or to increase the price by giving you notice in writing.

7. Scaffolding

7.1. Our quotation, unless otherwise specified, does not include for scaffolding. If scaffolding is required, this will be advised to you as soon as practicably possible. You will be responsible for arranging this and paying for this with the third-party scaffolder.

8. Installation

- 8.1. Important information relating to what you will be required to do or prepare prior to or during installation is contained in our installation information document which can be found on our website.
- 8.2. We require the area in which we are working, and a route to the area from the entrance to the property, to be completely clear and unobstructed for our installation work. We will require you to move any items of furniture, ornaments, pictures, external or internal bars or shutters etc that are in the way. In the event that this is not done, our fitters may decide to move some of these items to enable them to work. If they do this, we accept no liability for any damage caused. If we deem that we cannot undertake installation until the area is cleared, we may decide to cancel the installation and return at a later date. If this occurs, we may charge for a cancelled visit.
- 8.3. If we are undertaking the installation of new sashes into existing frames, these may not have full travel in height.
- 8.4. When replacing frames, any existing pointing / renewing of pointing around the windows is not to be undertaken by us.
- 8.5. Any cables in the timber cills or frames must be removed before we commence works or there may be a risk of disturbance. We accept no liability for cables that are not removed.
- 8.6. Our operatives may need to leave your property during the day for any reason and then 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 give them to our fitters on the first day of the job.
- 8.7. We use impact dust sheets for protection in general and fully Hoover up after ourselves. You will find a very small amount of fine dust settle in the next couple of days following installation (builder dust which we can't take out of the air), which we do not allow for cleaning.
- 8.8. Any prices quoted are on the assumption that we will be provided with, at no cost to us, the following:
 - 110v or 240v power in all areas of use
 - Lighting in all areas
 - Dry and secure storage in the property for materials and plant overnight
 - Use of drinking water and access to a toilet
 - Access to the property during installation between 8am and 6pm
 - Removal of any furniture, ornaments, external security bars, secondary glazing, blinds/curtains, alarm sensors or cables prior to installation

9. Certification

- 9.1. Please note that only products specified in the table on page 2 as "Doc L" will have a Certass certificate provided.

10. Health and Safety

- 10.1. 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 you put any request to an operative that they deem to infringe or put at risk their health and safety, they have the right to decline this request.
- 10.2. You will be required to provide our employees with access to washing and toilet facilities.

11. Making Good

- 11.1. 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:
 - a) Internally – to pre-decorative standard.
 - b) Externally – to sand/cement pointing or silicone seal, as appropriate.
- 11.2. 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.
- 11.3. 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.

12. Wasted Day

12.1. If our installers are prevented from carrying out the installation by your actions or non-actions, including but not limited to, non-payment of the stage payment, not allowing access, not clearing a suitable work area; you 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.

13. Parking

13.1. It is your 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.

14. Ownership

14.1. 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.

15. Specification and Materials

15.1. 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.

15.2. Unless otherwise stated on the order confirmation, internal and external trims and beads may be manufactured from softwood, MDF or hardwood at our discretion.

15.3. We cannot guarantee that any window dressings or shutters will still fit after works are carried out.

16. Inclement Weather

16.1. 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.

17. Glazing

17.1. 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.

17.2. 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.

17.3. 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.

17.4. Where putty is used either in new joinery or in reglazing works, we do not paint the putty. Putty requires a minimum of one month to fully dry out. It is your responsibility to arrange for putty to be painted no later than 6 weeks after the installation of the joinery. If this is not done (and evidence provided to us of when it was done) your guarantee will be invalidated.

18. Landlords

18.1. 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

19.1. 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

20.1. All formal complaints need to be sent in writing and will be responded to within 10 working days.

21. Guarantee

21.1. An insurance backed guarantee is provided for all new joinery, for 10 years. We also guarantee paint work (2 years), window furniture (12 months) and replacement springs (6 months)

- a. The guarantee is only valid once full payment of outstanding balance has been paid.
- b. The guarantee does not extend to fair wear and tear or damage caused by accident, including storm damage, break in, misuse or neglect. Defective brick work will also invalidate the guarantee.
- c. Except between the glass pane of sealed units, no guarantee is given concerning the prevention or reduction of condensation.
- d. The guarantee is invalid if regular maintenance is not carried out. In order to maximise the life of your windows and to maintain our guarantee, the paint work should be washed regularly. Waxed wood should be waxed at monthly intervals for the first 3 months and 6 months thereafter. Painted surfaces should be redecorated externally every 3 years and internally every 7 years.
- e. You must notify us within 28 days of any claim under the terms of this guarantee of discovery of the fault and preferably you should notify us by sending a special delivery letter.
- f. Despite the fact that your statutory rights remain unaffected, this guarantee does not extend to:
 - Minor imperfections within the glass and outside the scope of the visual quality standards of the Glass & Glazing Federation
 - Damage due to misuse, neglect or lack of maintenance by you
 - Re-painting of existing timber or lacquered coatings on brassware

22. Exclusions

22.1. Product guarantees shall be void where:

- Non-standard paint finishes were ordered by the Customer
- 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

23.1. 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.