**Terms & Conditions**

General

1. In this document Precision Home Improvements Ltd shall be referred to as “the Company”. References to the Purchaser shall be references to the person(s) who have signed the contract requesting the sale and supply of Goods stipulating therein (“Goods”) on the terms therein contained and appearing below.
2. All details contained in this contract have been given by the Company to the Purchaser in respect of the sale and supply of the Goods subject to the Company undertaking a survey and doing other tests and measurements at the place where the Goods are to be delivered and/or installed (hereinafter “the Site”) as they shall deem appropriate. In the event of any detail contained in this contract requiring to be altered in consequence of any such Site, survey, tests or measurements, such alterations shall be notified to the Purchaser and

changes to the contract arising therefrom must be expressly agreed in writing between the Company and the Purchaser and shall, upon such agreement, be deemed incorporated into this contract between the Company and the Purchaser in respect of the sale and supply of the Goods.

1. Any information supplied by the Purchaser to the Company in respect of the Site shall be deemed to be true and accurate and the Company may rely upon such information. The Purchaser shall be responsible for any additional costs, expenses or charges incurred by the Company in consequence of such information being inaccurate or misleading.

4 . The Company reserves the right to alter, in any way its considers desirable, the specification of any of its products including the goods.

Price & Payment

Upon delivery of the Goods to the Site the Purchaser shall ensure that the Goods have been delivered in satisfactory condition and in the event of the Company not being immediately notified of any damaged or missing or incorrect Goods the Company shall be entitled to assert that the correct Goods were delivered in the correct quantity and condition. Risk in the Goods passes to the Purchaser upon delivery but title to the Goods shall pass in accordance with Clause i.

The Company accepts no responsibility for damage to Goods arising after delivery to the Site caused by a 3rd party.The purchase price payable in respect of the sale, supply and installation of the Goods is shown on the contract or subequently notified to the Purchaser by the Company in writing and accepted by the Purchaser. Purchase price shall be due upon completion of installation and in all other cases upon delivery of the Goods, unless the contract is of a stage payment nature wherein the stage payments are due as set out in the contract. The Company reserves the right to require the Purchaser to make payment of the purchase price in full in advance of delivery or installation where the Company deems it appropriate. Upon any monies under this Agreement becoming due whether or not demanded and upon the Purchaser failing to make payment of any such monies on that date the Company reserves the right to charge interest on such outstanding payment at the rate of 2.5% per month to accrue before as well as after Judgement and to be compounded at monthly rests.

Clause i: The Company will retain ownership of the Goods whether worked upon installed or not until full payment of all monies due under this Agreement including any interest that has been received.

The Purchaser acknowledges the Company’s right to the Goods as specified in Clause i and agrees that in the event of the Company requiring the return of the Goods by reason of the Purchaser’s failure to pay monies due under this Agreement the Purchaser will allow the Company such access to the premises and land as necessary to enable the Company to remove the same and the cost of such removal works shall be borne by the Purchaser.

Sub-Contracting

The Company reserves the right to sub-contract the fulfilment of all or any part of the Purchasers order as in its absolute discretion it deems necessary.

Delivery

Any time or date for delivery or completion of the installation of the Goods specified by the Company whether orally or in writing is an estimate only and any delay therein arising as a result of any cause whatsoever beyond the Company’s control (including strikes,pandemics, lockouts, fire, explosion, floods, shortage of raw materials, delay, damage and delivery of materials by the Company’s suppliers, state of war, civil strike or sabotage) shall not make the Company liable to the Purchaser for any damage or loss (whether directly or indirectly) caused thereby nor will any delay entitle the Purchaser to terminate the contract.

Damage to property

The Company will make good any minor damage caused in the course of installing the Goods at the Purchaser’s property to the area of floors, brickwork, rendering or plaster immediately surrounding the place of installation of the Goods. The Company will not be liable for

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any damage (or consequential loss arising therefrom) caused to the property during the installation of the Goods by reason of any structural or other defects therein and the Purchaser must be satisfied whether by personal inspection, professional survey or otherwise that the property is free from such defects and notify the Company immediately if any such defects are found. Unless expressly so provided in writing in the quotation the Company shall not be responsible for redecoration of any area at or on the Site.

Access to property

The Purchaser shall ensure that the Company, its employees or sub-contractors shall have access to the property at all reasonable times for the purpose of measuring, inspecting or carrying out the supply and installation of the Goods.

Guarantee

The Company will replace at its own expense the Goods or any part thereof which are or become faulty by reason only of the use of defective materials or workmanship in the installation thereof within a period of 10 years for the frames and 5 years for double glazed units. Fixtures and fittings of Goods including window hardware are guaranteed for a period of 1 year from the date of invoice in respect of Goods against corrosion and malfunction subject to the Purchaser adhering to the manufacturer’s specifications in respect of maintenance and to damage not arising in consequence of unusual or extreme climatic conditions which could not be reasonably expected at the Site or accident or by misuse of neglect. Proof of Guarantee will be required before repair/replacement work will be undertaken and the

Company’s guarantee obligation should be dependent upon the provision of such proof by the Purchaser. No guarantees, warranties or undertakings are given in respect of the supply only of Goods manufactured by the Company but installed by third parties

(other than agents of the Company). No guarantees are given by the Company in respect of the quality of the glass supplied in the Goods and in particular the Company shall not be liable for minor imperfections considered acceptable by the glass supplier/manufacturer. No remedial work of any nature shall be undertaken pursuant to these guarantee obligations whilst any payment including interest on late payment arising out of the contract for the sale and supply of Goods remains outstanding. The Company shall not be liable for any failure to supply or any delay in supplying or installing the Goods with the same shall have been caused by factors beyond its control including pandemics, fire, accident, war, riot, civil disturbance, industrial accident, material shortage or adverse weather.

Glass

1. The Company will use glass in the Goods, which is reasonably fit for its purpose, but the Company does not warrant that the glass will be free of minor imperfections.
2. The Company shall not be liable for any bodily injury or death caused by the breakage of any glass in the Goods and in an endeavour to avoid such breakage the Purchaser is advised by the Company to have safety glass (laminated or toughened) fitted to any Goods which are to be fitted in any place or places where there is a likelihood of such breakage. The Company will quote the extra cost of such at the request of the Purchaser.

Condensation

The Company does not warrant that the installation of the Goods will reduce or will eliminate condensation or that the Goods shall be free thereof.

Remits and Planning Permission

The Purchaser accepts full responsibility for obtaining all permits and consents necessary for the supply and installation of the Goods and access to the Site in connection therewith without breach of any statutory planning and building code regulation or requirement or any person’s property rights. The Company accepts no liability for any remedial works required to be undertaken in consequence of any such permits and consents not having been obtained. Any such remedial work undertaken by the Company and/or any delay caused to the Company in the supply or installation of the Goods by reason of any such permits and consents not having been obtained shall be charged to the Purchaser at the Company’s applicable hourly rate and the Purchaser hereby agrees to meet such charges.

Modifications

Either party may terminate this Agreement at any time on the happening of the following events:

1. If the other party commits a serious breach of this Agreement.
2. If the other party becomes bankrupt, is the subject of winding up application or makes compromise with its creditors and the Purchaser shall in any event be liable to pay to the Company a sum by way of the compensation for all work done and costs incurred by the Company up to the date of termination.

This Agreement shall be governed by the law of the United Kingdom including Northern Ireland, Scotland, Wales and England and the parties hereto submit to the jurisdiction of the Courts of these countries in respect of any claim, demand, action or proceeding arising in connection therewith. Notices required to be served may be served upon the Company at its Registered Office and upon the Purchaser at the address given for the Purchaser in the Contract.

Right to use images

The company reserves the right to use images of all/or any part of the installation in future advertising and in online media sites for the same purpose.

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