Manufacturers and Installers of Windows, Doors, Bifolding Doors & Conservatories
Unit 8, Gatwick Metro Centre, Balcombe Road, Horley, Surrey RH6 9GA
Tel: 01293 774 223 **Email:** Future-windows@btconnect.com
Web: www.futurewindowsltd.co.uk

1. THESE TERMS

a. What these terms cover. These are the Terms and Conditions under which Future Windows (Horley) Limited supplies products and services to you.

b**. Why you should read them.** Please read these Terms and Conditions carefully before submitting your order. They explain who we are, how we will provide products and services to you, how you and we may change or end the contract, what to do if there is a problem, and other important information. If you believe there is a mistake in these terms or require any changes, please contact us to discuss.

c**. Our Terms and Conditions Take Priority.** These Terms and Conditions apply to all products and services supplied by Future Windows (Horley) Limited. Any terms or conditions provided, referred to or relied upon by you will not override, replace or amend these Terms and Conditions unless we have expressly agreed to the change in writing.

d**. Your Guarantee.** These Terms and Conditions constitute your written product guarantee; no separate guarantee document will be issued. The applicable guarantee periods, conditions and exclusions are set out in these Terms and Conditions. Your invoice is your proof of purchase and should be retained together with these Terms and Conditions for the duration of the guarantee. A valid Future Windows (Horley) Limited invoice number must be provided before any guarantee claim can be investigated or remedial work arranged.

2. INFORMATION ABOUT US AND HOW TO CONTACT US

a. Who we are. We are Future Windows (Horley) Limited, a company registered in England and Wales under company registration number 4707156. Our registered office is at Unit 8, Gatwick Metro Centre, Balcombe Road, Horley, Surrey, RH6 9GA. Our registered VAT number is GB 367 4208 42.

b. **How to contact us.** You can contact us by:

- **Phone:** 01293 774223
- **Email:** Future-Windows@btconnect.com
- **Post:** Our registered office address above.

c. **How we may contact you.** If we need to contact you, we will do so by telephone, text message, or in writing via the email or postal address provided in your order.

d. **Definition of “writing.”** In these terms, references to "writing" or "written" include emails.

3. OUR CONTRACT WITH YOU

a. How we will accept your order. For installation orders, we will accept your order after conducting a survey of the installation site and confirming that we can supply and install the products. For supply-only orders, the measurement and specification requirements in Clause 4(b) apply. Once the specification and price have been agreed, we may issue a Deposit Invoice. Your order will be confirmed, and a binding contract between you and us will be formed, when we receive the required deposit payment or otherwise confirm acceptance of your order in writing.

b. **If we cannot accept your order.** If we are unable to accept your order, we will inform you. This may be due to reasons such as the product being out of stock, unexpected limitations on our resources, an error in the price or description of the product, or our inability to meet a condition you have specified.

c. **Retention of Title Clause.** All goods supplied by Future Windows (Horley) Limited remain our property until full payment has been received. Until payment is made in full, the customer must not sell, transfer, dispose of, alter or deliberately damage the goods. In the event of non-payment, we reserve the right to recover goods that remain our property and to take such lawful steps as are available to us to recover them. For supply-only goods, the customer must keep the goods in as-new condition and, where reasonably practicable, store them separately and clearly identify them as our property.

d. Customer Identity and Guarantee Holder. Our contract and guarantee are solely with the customer named on the invoice(s), unless a guarantee transfer has been approved in accordance with Clause 9.

4. OUR PRODUCTS

a. Product images and variations. Product images shown on our website and other marketing materials are for illustrative purposes only and do not form part of our agreement. We cannot guarantee that the colour displayed on a device screen will accurately reflect the actual product colour. Factors such as lighting conditions may affect how the product appears. Your product may vary slightly from the images provided.

b. Ensuring accuracy of measurements and specifications – supply-only contracts. For supply-only orders, we do not carry out a site survey. Products will be manufactured to the exact sizes and specifications provided by you.

You are responsible for ensuring that all measurements and specifications are correct and suitable for their intended purpose, including allowing for any necessary fitting or installation tolerances. We do not make any additional allowance for installation.

We accept no responsibility for products that do not fit, or associated costs, resulting from incorrect or unsuitable measurements or specifications provided by you.

5. QUALITY OF OUR PRODUCTS

We provide the following guarantees on our products:

a. PVCu and aluminium products. PVCu and aluminium window and door frames are guaranteed against distortion and joint failure for 10 years from the date of delivery or installation, subject to the relevant system suppliers' recommendations.

b. **Glass.** Glass sealed units are guaranteed against failure of the hermetical seal (i.e. misting between the panes) for 5 years from the date of delivery or installation. This guarantee does not cover glass breakage occurring after delivery or installation, unless caused by a manufacturing defect for which we are responsible. **Any visible mark, scratch, blemish, manufacturing defect, damage or other fault present at the time of delivery or installation must be reported in accordance with Clause 8(g).** The assessment of marks, blemishes and other visual imperfections in glass is subject to the glass quality standards and viewing criteria set out in Clause 5(d).

c. **Nickel sulphide inclusions.** Glass sealed units are not covered for defects caused by nickel sulphide inclusions or resulting damages.

d. **Quality and clarity standards.** The visual quality of glazing and insulating glass units will be assessed in accordance with the applicable Glass and Glazing Federation (GGF) industry standards and technical guidance at the time of supply or installation.

Unless otherwise specified within the applicable guidance, the following inspection conditions will apply:

- A minimum viewing distance of 3 metres.
- Viewing approximately at right angles to the glass.
- Inspection from inside the building, wherever practicable.
- Natural daylight, without direct sunlight.
- Glass surfaces free from visible moisture.
- No artificial inspection lighting or magnifying equipment.
- Imperfections must not be identified at close range and marked to make them visible from the required viewing distance.
- Assessment must be made by looking through the glass rather than at its surface.

Marks, scratches, blemishes and other visual imperfections falling within the applicable industry acceptance criteria will not be considered defects for guarantee purposes.

Nothing in this clause affects the customer's statutory rights.

e. **Stainless steel products.** Stainless steel products are guaranteed for 10 years, provided they are properly cleaned and maintained in accordance with our recommendations and the maintenance requirements set out in Clause 5(m).

f. FENSA certification. Where the installation is eligible for FENSA registration, we will register the completed installation once full payment has been received, subject to compliance with FENSA's registration requirements. Following registration, the FENSA certificate will be issued directly to the customer by FENSA. Future Windows (Horley) Limited does not issue FENSA certificates. Any enquiries regarding the issue, delivery or replacement of certificates must be directed to FENSA.

g. Insurance-backed guarantees. Where applicable, an insurance-backed guarantee will be provided for eligible replacement window and door installations. The extent of cover, guarantee periods, conditions and exclusions will be

governed by the terms of the insurance provider's policy. The insurance-backed guarantee is separate from the product guarantees provided by Future Windows (Horley) Limited.

h. **Replacement of glass units under guarantee.** We will replace defective glass units on a like-for-like basis. If an exact replacement is unavailable, we will provide the closest available equivalent.

i. **Specialist handling and lifting equipment.** Our guarantee does not cover the cost of any specialist handling, access or lifting equipment required to inspect, repair or replace products under guarantee, including cranes, scaffolding, access platforms or other specialist equipment. Where such equipment is required, the cost will be the customer's responsibility and must be agreed and paid before the guarantee work is carried out.

j. **Powder coating guarantee.** Powder-coated products (excluding pressings) are guaranteed for **5 years** against paint fading or corrosion.

k. **Coastal installations.** Powder-coated products installed in coastal, marine, swimming-pool, industrial or other corrosive environments may require a specialist or marine-grade finish and may be subject to different guarantee periods, conditions or exclusions imposed by the relevant system or powder-coating manufacturer. **You must inform us before the order is confirmed of any known environmental conditions or hazards at the installation location that may affect the suitability, specification, finish or guarantee of the products.** For supply-only orders, you are responsible for informing us of the intended installation environment. If relevant information is not provided before manufacture, we cannot accept a guarantee claim for deterioration or failure resulting from an environment for which the product or finish supplied was not suitable.

l. **Thermal break limitations.** The colour and finish of exposed thermal breaks (the polyamide material between aluminium sections) are not covered by our guarantee. Thermal breaks may experience colour change, fading or flaking over time, and their colour or finish cannot be altered after installation.

m. **Maintenance of stainless steel elements.** Stainless-steel elements must be regularly cleaned using a soft cloth or nylon brush and maintained in accordance with the manufacturer's recommendations. Abrasive cleaners, scouring brushes or other materials that may scratch or damage the stainless steel must not be used. Products installed in coastal, marine, industrial or other heavily polluted environments will require more frequent cleaning. Failure to carry out appropriate maintenance may result in staining, corrosion or deterioration and may invalidate the applicable guarantee.

n. Moving parts. Locking mechanisms, hinges and all metallic moving parts are guaranteed for 12 months from the date of delivery or installation, subject to regular maintenance in accordance with the manufacturer's recommendations. Cosmetic deterioration of handles, letter plates and other fittings resulting from normal wear and tear is not covered by this guarantee.

o. Door panels. Door panels are guaranteed against warping and twisting for 12 months from the date of delivery or installation. PVCu panels are supplied in the closest available colour match, and an exact colour match cannot be guaranteed.

p. Building work. All building work carried out by us is guaranteed for one month from the date of completion in respect of workmanship. This guarantee does not affect the customer's statutory rights.

q. Conservatory roofing. Conservatory roofing sheets are not guaranteed against deterioration caused by abnormal weather conditions, insect penetration, misting or mould growth within the chambers of the sheets. External conservatory roof trimmings are guaranteed for 12 months from the date of installation under normal weather conditions.

r. Stained glass and leadwork. Stained glass and leadwork are not guaranteed against fading or discolouration resulting from normal ageing, weathering or exposure to sunlight.

6. LIFTING AND HANDLING EQUIPMENT

a. **Notifying us about lifting equipment needs.** For products being installed by us, we will assess during our site survey whether specialist lifting or handling equipment is reasonably required to carry out the installation safely. Unless expressly included in our quotation, the cost of cranes, scaffolding, access platforms or other specialist lifting or handling equipment is not included in the contract price. Where such equipment is required, any additional cost will be discussed and agreed with you before the relevant work is carried out.

b. **Responsibility for lifting and handling equipment.** We are not responsible for the provision, operation, condition or suitability of any lifting or handling equipment supplied, hired or operated by the customer or any third party. We are only responsible for equipment supplied or hired directly by us and operated under our control.

c. **Liability for damage.** We are not responsible for damage to the products caused by lifting or handling equipment supplied, hired or operated by the customer or any third party, except where the damage results from our own

negligence.

7. CHANGES TO YOUR SITE OR BUILDING AFTER SURVEY OR SPECIFYING THE SIZE OF THE PRODUCTS

a. **Site survey measurements.** During our site survey, we measure the openings where our products will be installed to ensure they are manufactured to the correct size.

b. **Building work affecting installation.** After our site survey, you are responsible for informing us of any building work, alterations or changes to the property or installation openings that may affect the manufacture or installation of the products. Where openings are being constructed or altered by you or a third party, you are responsible for ensuring they are constructed to the sizes and requirements specified in our survey information. We are not responsible for additional costs, delays or products no longer fitting where the site or openings have been altered after our survey without our prior written agreement.

8. GUARANTEE CLAIMS

All guarantee claims must be submitted in writing to Future-Windows@btconnect.com and must include the relevant invoice number(s), details of the issue and, where reasonably possible, supporting photographs. All guarantees are subject to the following conditions:

a. Full payment received. All undisputed sums due under the contract must have been paid in full before we investigate or undertake remedial work under our voluntary product guarantees. Where a payment is subject to a genuine dispute, the provisions of Clause 15(g) will apply. Nothing in this clause affects the customer's statutory rights.

b. **Correct installation.** For products installed by us, the applicable guarantee is subject to the products remaining installed at the original installation location and being used and maintained in accordance with these Terms and Conditions. For supply-only products, the applicable product guarantee remains subject to the products being correctly installed by a suitably competent installer in accordance with the relevant manufacturer's instructions and requirements. Our guarantee does not cover faults, damage, failure or associated costs arising from incorrect or unsuitable installation by the customer or any third party.

c. **Proper use and maintenance.** Products must be used, cleaned and maintained in accordance with any manufacturer's instructions, our Operating and Maintenance Guide, and any specific maintenance requirements contained in these Terms and Conditions. The guarantee does not cover faults, damage or deterioration resulting from misuse, accidental damage, neglect, improper maintenance, unauthorised alteration or tampering.

d. Customer-supplied specifications. Our guarantee does not cover faults, fitting issues or associated costs arising from incorrect or unsuitable measurements or specifications provided by the customer, as detailed in Clause 4(b).

e. **Exclusions for minor imperfections.** Minor imperfections that fall within the acceptable standards or tolerances of the relevant manufacturer, system supplier or industry guidance are not covered by our guarantee. Cosmetic deterioration resulting from normal wear and tear, use, weathering or environmental exposure is also excluded.

f. **Alterations, additions and third-party works.** You should seek our advice before attaching any device, fitting or other item to the products, or before carrying out or arranging any alteration, adjustment, repair or other work that may affect them. Any such work carried out by you or a third party may affect or invalidate the guarantee to the extent that it causes, contributes to or prevents us from properly assessing a fault or failure.

g. Notification of manufacturing defects and guarantee claims. All defects, damage and faults must be reported in accordance with Clause 14(a).

For supply-only products, where an apparent manufacturing defect, damage or fault is identified before installation, the product must be kept in as-new condition and returned to our premises for inspection. We cannot rectify apparent manufacturing defects in supply-only products once they have been installed.

h. **Consumer legal rights.** These guarantees are in addition to your legal rights regarding services that are not carried out with reasonable skill and care or that do not conform to these terms. If you are entering into this agreement as a domestic and private consumer, advice on your legal rights is available from your local **Citizens' Advice Bureau** or **Trading Standards office**.

i. **Application of terms to replacement products.** These terms apply to any replacement products we supply to you in the unlikely event that the original products do not conform to these terms.

j. **Inspection, return and location of products.** For supply-only products, where inspection or remedial work is required under the guarantee, the product must be returned to our premises by the customer unless we agree otherwise in writing.

For products installed by us, any inspection, attendance or remedial work under the guarantee will be carried out at the original site of installation. If a product is subsequently removed or moved from the original site of installation, we are not responsible for attending another location. Any attendance at an alternative location will be at our discretion and may be subject to additional charges.

Damage or faults caused by the removal, transportation, relocation or reinstallation of a product are not covered by our guarantee.

k. **Invalid Claims**. Where, following inspection, we determine that a reported fault is not covered by our guarantee, including where it results from misuse, accidental damage, lack of maintenance, incorrect installation, third-party work or another cause outside our responsibility, we may charge for any call-out, inspection, labour, materials, parts and other reasonable costs incurred. Any further remedial work will be chargeable and must be agreed and paid for before the work is carried out.

l. Terms & Conditions. Guarantee claims will be assessed in accordance with the Terms and Conditions applicable at the time of the original contract. Where the customer is unable to provide a copy of the original Terms and Conditions, we will refer to our available records. Where the original version cannot reasonably be established, our current Terms and Conditions may be used as guidance, provided this does not reduce the customer's original guarantee entitlement or statutory rights.

9. TRANSFER OF PRODUCT GUARANTEE

a. Transfer of Guarantee. The guarantee does not automatically transfer when the property or products are sold or ownership changes. The current guarantee holder may apply to Future Windows (Horley) Limited to transfer the remaining guarantee to a new owner. Any transfer is subject to our prior written approval and compliance with the transfer requirements, inspection requirements and charges set out below. A transfer is only valid once we have issued a valid Guarantee Transfer Certificate in the name of the new guarantee holder.

b. **Transfer procedure.** The current guarantee holder must contact us in writing to request a transfer and provide the details of the proposed new guarantee holder. We may require proof of the existing guarantee, proof of ownership and any other information reasonably required to process the transfer. The transfer will be subject to payment of the applicable transfer fee and, where required by us, an inspection of the products.

c. Transfer fees and inspection. A transfer fee will apply to each guarantee transfer. We reserve the right to require a site inspection before approving a transfer. Where an inspection is required, an additional inspection fee of £250 plus VAT will apply. All applicable fees must be paid before a Guarantee Transfer Certificate is issued.

Guarantee transfer charges.

Contract Value	**Transfer Fee (Excluding VAT)**
Site Inspection Fee (where required)	£250 + VAT
£0 – £9,999.99	£500 + VAT
£10,000 – £24,999.99	£1,000 + VAT
£25,000+	£1,500 + VAT

d**. Effect of transfer.** An approved transfer does not start a new guarantee period. The new guarantee holder receives only the **remaining balance of the original guarantee**, subject to the same terms, conditions, exclusions and applicable guarantee periods. The guarantee will continue from the original date of delivery or installation.

10. OUR RIGHTS TO MAKE CHANGES

a. **Minor changes to the products.** We may make minor changes to the products without notice:

i. **To comply with legal and regulatory requirements.**
ii. **To implement technical adjustments and improvements.** These changes will not affect the functionality or use of the product.

11. PROVIDING THE PRODUCTS

a. **Delivery Costs**. Delivery is included for installation jobs unless otherwise specified. For supply-only orders, customers are required to collect their products from our factory unless delivery has been agreed upon for an additional fee.

b. Delays Outside Our Control. We are not responsible for delays caused by circumstances beyond our reasonable control, including adverse weather conditions, supplier or manufacturing delays, transport disruptions, shortages of materials or other unforeseen events. Where such delays occur, we will take reasonable steps to minimise their impact and rearrange delivery or installation as soon as reasonably practicable. This does not affect your statutory rights.

c. **Collection by You**. If you are a supply-only customer and have chosen to collect the products from our trading address, we will notify you when they are ready for collection. Collections can be made during our working hours, Monday to Friday, 9:00 AM to 4:00 PM.

d. Loading Responsibility. If you are a supply-only customer collecting products from our trading address, you are responsible for providing a suitable vehicle, sufficient assistance and appropriate equipment to safely load, secure and transport the products. Responsibility for the products passes to you when you take physical possession of them. We are not responsible for damage caused by your loading, securing or transportation of the products, except where such damage results from our negligence.

e. **If You Are Not at Home for Delivery.** If no one is available at your address to accept delivery, the products will be returned to our premises. You must contact us to arrange redelivery, which may incur an additional charge.

f. **Restricted Access**. Our products are heavy and may be delivered using a large vehicle. You must inform us in advance of any restricted access issues (e.g., narrow driveways, overhanging trees, uneven surfaces such as gravel or cobblestones, or parking restrictions) so that we can use a suitable delivery vehicle. Failure to provide this information may result in the product being returned to our premises, in which case you may be responsible for storage and/or redelivery charges.

g. **Parking Charges.** If you live in an area with restricted parking, you are responsible for providing a parking permit, a designated parking space, or covering parking meter costs for our installation teams during the installation period.

h. **Installation Appointment Cancellation/Postponement.** If you wish to cancel or postpone a previously agreed installation date, you must provide at least **seven full working days' notice**. If sufficient notice is not provided, we reserve the right to charge reasonable costs incurred as a result of the cancellation or postponement.

i. Onsite Failed Installation. If we attend your site but are unable to carry out or complete the scheduled installation for reasons for which you are responsible, we reserve the right to charge a failed installation fee. Our installation teams are allocated specifically to your installation, and we may be unable to reallocate them to other work at short notice. Our standard failed installation charge is £500 per scheduled installation day to cover the reasonable costs of the allocated installation team. Any additional reasonable costs, including specialist equipment hire, may also be charged. Any applicable failed installation charges and outstanding payments already due must be paid before the installation is rescheduled.

j. **Lintels/Steel Support.** If, during installation, we discover that lintels or other structural supports are missing, inadequate or unsuitable, it is your responsibility to arrange for the necessary supports or remedial work to be completed in accordance with applicable building regulations. We may suspend the installation and leave the site until the necessary work has been completed. We are not responsible for delays or additional costs resulting from such issues, and a further installation visit may be subject to an additional charge.

k. **Internal and External Finishing.** Future Windows (Horley) Limited is not responsible for internal or external finishing work, including but not limited to render, plastering, decorating or painting, unless expressly included in writing in our quotation or survey report. Any making-good or finishing work not expressly included is the customer's responsibility. Any such work carried out by us is not covered under our product guarantee.

l. **Unloading – Supply-Only Customers.** If we have agreed to deliver supply-only products, delivery will be made to the nearest safe and reasonably accessible unloading point at the delivery address, which may be the driveway or kerbside. You are responsible for ensuring that sufficient people and any suitable lifting or handling equipment required to unload the products are available at the time of delivery. Our driver is not required to assist with unloading where it would be unsafe to do so and may refuse to unload if suitable assistance, equipment or safe access is not available. In these circumstances, the products may be returned to our premises and you may be responsible for reasonable storage and/or redelivery charges.

m. **Failure to Re-Arrange Delivery.** If you fail to collect the product as arranged or do not reschedule after a failed delivery, we will contact you for further instructions. You may be charged for storage and additional delivery costs. If, despite our reasonable efforts, we cannot contact you or arrange delivery, we may terminate the contract, and **Clause 13(b)** will apply.

n. **When You Become Responsible for the Product.** The product becomes your responsibility once it has been delivered to the address you provided or once you (or a carrier you arranged) have collected it from us. Ownership of the products remains subject to Clause 3(c).

o. **Scope of Installation.** Future Windows (Horley) Limited will only carry out the installation work expressly included in the agreed order. Where drawings, designs or specifications are provided by an architect, structural engineer or other third-party professional, we will carry out our work in accordance with those instructions, and responsibility for the adequacy, accuracy and Building Regulations compliance of their design or specification remains with the person responsible for providing it. We are responsible for ensuring that the installation work carried out by us complies with the Building Regulations applicable to our agreed scope of work. Any additional building work, structural alterations or other work outside our agreed scope is the customer's responsibility.

12. YOUR RIGHTS TO END THE CONTRACT

a. Ending the Contract Before Delivery or Installation. All our products are bespoke and manufactured or ordered specifically to your individual requirements. Once your order has been confirmed, any request to cancel before delivery or installation will be subject to Clauses 12(b) and 12(c). Cancellation charges may apply from the point of order confirmation, including before manufacture has commenced, where reasonable costs or losses have already been incurred or committed.

b. Ending the contract for a valid reason. All products supplied by us are bespoke and manufactured or ordered specifically to your individual measurements, specifications and requirements. Accordingly, the statutory 14-day cooling-off period does not apply to these bespoke goods under Regulation 28(1)(b) of the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013. Any cancellation following confirmation of your order will be subject to the provisions of Clause 12(c), unless you have a statutory or contractual right to cancel. Nothing in this clause affects your statutory rights.

You may also end the contract where:

i. We have informed you of upcoming changes to the product or these terms, and you do not agree with them.
ii. There is a significant risk that the supply of the product may be **delayed due to events beyond our control**.

c. Ending the contract without a valid reason. If you cancel the contract without a legal right to do so, we reserve the right to recover reasonable costs and losses resulting from the cancellation. These may include administration, survey costs, materials ordered or committed, manufacturing costs, work already carried out and reasonable loss of profit. As our products are manufactured or ordered specifically to your requirements and may not be suitable for resale, cancellation charges may be up to 100% of the order value, depending on the stage your order has reached. Each cancellation will be assessed individually, taking into account any costs saved or amounts reasonably recoverable through resale.

d. **Pressings.** Unless specifically stated in your **quotation or invoice**, **pressings** are not included.

13. OUR RIGHTS TO END THE CONTRACT

a. **We may end the contract if you breach its terms.** We may terminate the contract for a product at any time by providing written notice if:

i. You fail to make a payment when it is due and do not rectify this within **7 days** of a reminder from us.

ii. You do not, within a reasonable timeframe, provide the necessary information required for us to supply the products made to your order.
iii. You do not, within a reasonable timeframe, allow us to deliver the products to you or collect them from us.
iv. You do not provide us with the necessary information for redelivery, as outlined in **Clause 11(m)**.

b. You must compensate us if you breach the contract. If we terminate the contract under Clause 13(a), we reserve the right to deduct from any sums already paid, or charge you for, reasonable costs and losses resulting from your breach of contract. These may include administration, survey costs, bespoke products that cannot reasonably be resold, materials, manufacture, storage, redelivery, reasonable loss of profit and applicable interest and debt recovery costs under Clauses 15(e) and 15(f). Any remaining balance due to you will be refunded. No costs or losses will be recovered more than once.

14. IF THERE IS A PROBLEM WITH THE PRODUCTS OR SPECIFICATION ON DELIVERY OR INSTALLATION

a. Reporting issues. Any questions, concerns or complaints relating to the products or installation must be submitted to us in writing. For products installed by us, any manufacturing defect, damage, missing item or other fault that is

present or reasonably apparent following installation must be reported within 14 days of completion of the installation. For supply-only products, any manufacturing defect, damage, missing item or other fault that is present or reasonably apparent at the time of delivery or collection must be reported to us in writing within 14 days of delivery or collection and before the product is installed, whichever is sooner. Faults or deterioration that develop subsequently and are covered by a stated guarantee period may be reported within the applicable guarantee period.

15. PRICE AND PAYMENT

a. Where to find the product price. The price of the products and any installation, delivery or other services included in your order will be set out in our quotation or other written pricing provided to you before your order is confirmed. VAT will be included or added as stated in the quotation or invoice.

b. **Order Confirmation and Deposits.** Where a deposit is required, payment of the deposit confirms your order and authorises us to proceed. Where no deposit is required, your order will be confirmed when we otherwise confirm acceptance of your order in writing. Before the order is confirmed, you must check that all measurements, specifications, drawings, colours, configurations and other details provided are correct. Any changes requested after the order has been confirmed may be subject to additional costs and may not be possible once materials have been ordered or manufacture has commenced.

c. **VAT adjustments.** If the **VAT rate** changes between your order date and the supply date, we will adjust the VAT rate accordingly—unless full payment has already been made before the rate change takes effect.

d. **Payment schedule and methods.** We accept BACS, debit card, Mastercard and Visa. Unless otherwise agreed by us in writing, **we reserve the right to require payments in accordance with the following schedule:**

i. 50% of the estimated total order value when placing your order.
ii. 40% of the price 7 working days before installation.
iii. 10% upon completion of installation.
iv. For supply-only orders: 50% when placing the order and 50% before delivery or collection.

e. Late payment interest. For domestic customers, if payment is not made by the due date, we reserve the right to charge interest at 5% per annum above the Barclays Bank base rate, subject to a minimum annual rate of 5%. For commercial customers, we reserve the right to claim statutory interest in accordance with the Late Payment of Commercial Debts (Interest) Act 1998, where applicable. Interest will accrue daily from the day after the payment due date until payment is received in full.

f. Late payment fee. Domestic customers: If an invoice remains unpaid for more than 7 days after its due date, we reserve the right to apply a late payment administration charge of up to £200, provided that the charge is reasonable and proportionate to the actual costs incurred in pursuing the overdue payment.
Commercial customers: In accordance with the Late Payment of Commercial Debts (Interest) Act 1998, as amended, we reserve the right to claim statutory compensation for each qualifying overdue payment as follows:
£40 for debts below £1,000.
£70 for debts from £1,000 to £9,999.99.
£100 for debts of £10,000 or more.
Where reasonable debt recovery costs exceed the statutory compensation, we reserve the right to recover the difference, including reasonable costs incurred through instructing a third-party debt recovery agency or solicitor, where legally recoverable. These charges are in addition to any applicable interest under Clause 15(e).

g. Disputed invoices. If you believe an invoice is incorrect or dispute any part of an invoice, you must notify us promptly in writing, providing details of the amount disputed and the reason for the dispute. Any undisputed portion of the invoice must be paid by the original payment due date. We will investigate genuine disputes and seek to resolve them within a reasonable timeframe. This does not affect your statutory rights.

h. **BACS payment details.** If paying via **BACS**, payments must be made to:

- **Bank:** NatWest
- **Account Name:** Future Windows (Horley) Ltd
- **Sort Code:** 60-06-20
- **Account Number:** 31450008

Please ensure details are entered correctly, as we cannot accept responsibility for errors made on your behalf.

16. OUR RESPONSIBILITY FOR LOSS OR DAMAGE SUFFERED BY YOU

a. **Liability for foreseeable loss and damage.** If we fail to comply with these Terms and Conditions, we are responsible for loss or damage you suffer that is a foreseeable result of our breach of contract or our failure to use reasonable care and skill. We are not responsible for loss or damage that is not foreseeable.

b. Liability for property damage. We will make good any damage to your property caused by our failure to exercise reasonable care and skill during installation. Unless expressly included in your quotation, routine internal and external finishing work, redecoration and other making-good work associated with the normal installation process are excluded, as detailed in Clause 11(k). We are not responsible for pre-existing damage, structural defects or faults discovered during installation, except where we cause or worsen such damage through our negligence.

c. No liability for business losses. For commercial customers, to the extent permitted by law, we shall not be liable for loss of profit, loss of revenue, loss of business, business interruption, loss of business opportunity or any indirect or consequential financial loss arising from the supply, installation, use, failure or repair of our products. Nothing in these Terms and Conditions excludes or limits our liability for death or personal injury caused by negligence, fraud, fraudulent misrepresentation or any other liability that cannot lawfully be excluded or limited. Domestic customers' statutory rights remain unaffected.

17. OTHER IMPORTANT TERMS

a. We may transfer this agreement to someone else. We reserve the right to transfer our rights and obligations under these Terms and Conditions to another organisation, provided that such a transfer does not adversely affect your contractual or statutory rights.

b. You need our consent to transfer your rights to someone else. You cannot transfer your rights under this contract without our prior written consent. Guarantee transfers are governed by Clause 9.

c. **If part of this contract is found to be illegal, the rest remains in force.** Each paragraph of these terms operates separately. If any court or relevant authority determines that a clause is unlawful, the remaining terms will continue in full force and effect.

d. **Delays in enforcement do not waive our rights.** If we delay enforcing any part of this contract, it does not mean we have waived our rights. We can still take action at a later date. For example, if you miss a payment and we do not immediately pursue it but continue to provide the products, we still have the right to require payment at a later date.

e. **Applicable law and legal proceedings.** These terms are governed by English law, and you can bring legal proceedings in respect of the products in the English courts. If you reside in Scotland, you may bring legal proceedings in either the Scottish or English courts. If you reside in Northern Ireland, you may bring legal proceedings in either the Northern Irish or English courts.

Acceptance of Terms and Conditions. By accepting our quotation, confirming your order or making any payment in connection with the order, you confirm your acceptance of these Terms and Conditions. Nothing in these Terms and Conditions affects your statutory rights.