



Manufactures 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 we supply products to you.

b. **Why you should read them.** Please read these terms carefully before submitting your order. These terms explain who we are, how we will provide products 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. **Guarantee claims.** A guarantee claim can only be submitted once full payment has been received.

d. Warranty Terms

The guarantee for the items provided is only enforceable under the following conditions:

1. **Installed Goods** – The guarantee applies only at the original site of installation by us. Any removal, modification, or relocation by a third party may void the guarantee.
2. **Supply-Only Goods** – For items supplied without installation, the guarantee is enforceable only upon the return of the item to our premises for inspection and assessment. The cost of return is the responsibility of the customer unless otherwise agreed. The new owner must provide proof of purchase and ensure the goods remain in their original, unaltered condition

This guarantee does not cover damages resulting from improper use, incorrect installation by third parties, or failure to follow maintenance guidelines.

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.** We will accept your order after conducting a survey of the installation site and confirming that we can supply and install the product (or supply only, if you are making your own installation arrangements). Once the price is agreed, we may issue a Deposit Invoice, and payment of the deposit or acceptance of your quote will confirm your order, forming a binding contract between you and us.

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 the property of Future Windows (Horley) Limited until full payment has been received. Until payment is made in full, the buyer shall hold the goods as a bailee and must store them separately and in a manner that clearly identifies them as the property of Future Windows (Horley) Limited. The goods must be maintained in as-new condition and must not be altered, damaged, or disposed of. In the event of non-payment, we reserve the right to reclaim the goods at any time.

d. Customer Identity and Guarantee Holder. Our contract exists solely with the customer named on the invoice. All rights, obligations, and guarantees apply only to this named customer. No other party is entitled to make a claim or benefit from the guarantee unless a valid Guarantee Transfer Certificate has been issued by us in accordance with our transfer procedure.

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. If we manufacture a product based on measurements and specifications provided by you, you are responsible for ensuring their accuracy. We do not accept liability for faults caused by errors or omissions in your measurements or specifications. If you install the product yourself or through a third party and an issue arises due to incorrect measurements or specifications, you will be responsible for any associated costs. The customer is required to provide the window measurement and is responsible for ensuring they have provided an installation gap of 10mm all the way round.

5. QUALITY OF OUR PRODUCTS

We provide the following guarantees on our products:

a. Aluminium Products. Aluminium frames are guaranteed against distortion and joint failure for 10 years from the date of delivery or installation.

b. Glass. Glass sealed units are guaranteed against failure of hermetical seals (i.e., misting between panes) for 5 years from the date of delivery. This guarantee does not cover glass breakage after installation, which is at your risk.

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. We follow the guidelines set out by the Glass and Glazing Federation (GGF) and FENSA regarding the quality and clarity of glass. These guidelines are deemed to be included in our agreement.

e. Stainless steel products. Stainless steel products are guaranteed for 10 years, provided they are cleaned and maintained in accordance with our recommendations (see Clause 8.c below).

f. FENSA certification. Where applicable (England and Wales only), we will issue a FENSA building control certificate for installed products. FENSA certificates do not apply to installations in new buildings, new extensions, new openings in existing buildings, or buildings in Scotland.

g. **Insurance-backed guarantees.** For replacement doors and/or windows, an insurance-backed guarantee may be provided. This covers:

- Glass sealed units for **5 years**
- Moving parts for **2 years**
- Frames and door panels for **10 years**

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 specialist handling or lifting equipment needed for replacements if access to the site has become more difficult since installation or if such equipment was required during the original installation.

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 within **0.5 miles of the sea** are guaranteed against fading and/or corrosion for **5 years**.

l. **Reduced guarantee for coastal environments.** When installing powder-coated products within **0.5 miles of the sea**, we may reduce the guarantee period due to the corrosive nature of sea air. We will confirm the guarantee period following our survey, if applicable.

m. **Thermal break limitations.** We cannot guarantee the colour or paintwork of the thermal break (the plastic polyamide between aluminium sections), as it may change colour or experience paint flaking over time. The thermal break's colour or paintwork cannot be altered after installation.

n. **Maintenance of stainless steel elements.** To maintain their appearance, stainless steel elements must be regularly cleaned using a lightweight cloth or nylon brush. **Do not use scouring brushes or abrasives**, as these may scratch or damage the stainless steel.

o. **Additional cleaning for coastal or polluted environments.** Stainless steel products located near the sea or in areas with heavy atmospheric dirt or traffic film require more frequent cleaning. Failure to do so may result in brown staining.

6. LIFTING AND HANDLING EQUIPMENT

a. **Notifying us about lifting equipment needs.** You must inform us when placing your order if you believe that a crane or other lifting equipment will be required for installation. Our quotation does not include the cost of handling or lifting equipment unless this has been discussed with us in advance. When we conduct our site survey, we will determine whether such equipment is necessary. We cannot specify the cost of lifting or handling equipment before the survey. If such equipment is required, we will discuss and agree on the cost with you before **Confirmation of Order**.

b. **Responsibility for lifting and handling equipment.** We accept no responsibility for lifting and/or handling equipment used to move or install our products unless the equipment belongs to us or has been hired by us.

c. **Liability for damage.** We are not liable for any damage caused to our products due to the use of lifting and/or handling equipment.

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.** If you are carrying out building work that affects the installation, you are responsible for ensuring that the openings are constructed to accommodate the products you have ordered, as advised in the survey information provided to you.

8. GUARANTEE CLAIMS

All guarantee claims must be submitted in writing to **Future-Windows@btconnect.com**.

All warranties and guarantees are subject to the following conditions:

a. **Full payment received.** We must have received full payment for the products.

b. **Correct installation.** For warranties under **Clause 5(a) and 5(b)** (relating to aluminium products and glass sealed units) and for products with stainless steel fittings, the products must have been installed by us. For all other warranties, the products must have been installed either by us or by a professional installer following the manufacturer's recommendations.

c. **Proper use and maintenance.** The products must have been used and maintained in accordance with the manufacturer's instructions (Operating and Maintenance Guide) where supplied, and must not have been altered. This includes misuse, accidental damage, or improper maintenance.

d. **Customer-supplied specifications.** We accept no liability for defects arising from any drawings, designs, or specifications provided by you. We will make to the size provided by the customer and have allowed for the installation gap of 10mm.

e. **Exclusions for minor imperfections.** We are not liable for minor imperfections or cosmetic deterioration caused by normal wear and tear or environmental factors.

f. **Adding devices or fittings.** Before attaching devices or fittings (such as home alarm systems) onto or around our products, you should seek our advice.

g. **Notification of warranty claims.** All warranty claims for items that do not meet the required standards must be submitted in writing and reported promptly, but no later than 7 days after collection, delivery, or installation. For supply-only goods, items must be returned to our factory in as-new condition.

h. **Consumer legal rights.** These warranties 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. **Repairs under warranty.** For supply-only products, any guarantee claim requires the item to be returned to our factory for inspection. The product must be returned in as-new condition, free from additional damage, alteration, or deterioration caused after delivery. We are unable to collect supply-only items for assessment. For products that were installed by us, any inspection or assessment relating to a guarantee claim will take place at the original installation address, provided the guarantee remains valid and all guarantee conditions have been met.

k. **Proof of Purchase Requirement for Claims.** To make a guarantee claim, you must provide the original invoice number as proof of purchase. Claims cannot be accepted or processed without a valid invoice number that corresponds to the original installation or supply of the product.

l. Invalid Claims. If, after inspection, we determine that the reported issue is not covered under the terms of the guarantee or has arisen due to factors on the customer's side—including misuse, lack of maintenance, accidental damage, third-party work, or any cause outside our control—we reserve the right to charge call-out fees, labour costs, and any replacement parts, materials, or additional works required, all of which must be paid in full before any remedial work is undertaken.

m. Terms & Conditions. Unless you retained a copy of the Terms and Conditions provided at the point of sale, all guarantee claims will be assessed and enforced in accordance with the most recent version of our Terms and Conditions available on our website at the time the claim is made.

9. TRANSFER AND EXTENSION OF PRODUCT GUARANTEE

a. Transfer of Guarantee

Your product guarantee can be transferred to the new property owner upon sale, provided that:

A site inspection has been completed, and the applicable site inspection fee has been paid.

The inspection is required to confirm that the product has been properly maintained.

All guarantee transfer charges have been paid (see section b).

Once the inspection is passed and all fees have been paid, a Guarantee Transfer Certificate will be issued.

A guarantee claim can only be made if the Guarantee Transfer Certificate held is valid, and fully completed.

b. Guarantee transfer charges.

Contract Value	Transfer Fee (Excluding VAT)
Site Inspection Fee (applies to all transfers) £250 + VAT	
£0 – £9,999.99	£500 + VAT
£10,000 – £24,999.99	£1,000 + VAT
£25,000+	£1,500 + VAT

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 any delays caused by factors beyond our control.

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 the products from our trading address, it is your responsibility to load your vehicle unless otherwise agreed. The products are at your risk from the moment you begin the loading process.
- e. **If You Are Not at Home for Delivery** – If no one is available at your address to accept delivery, we will leave a note stating that the products have been 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 postpone an installation appointment from a previously agreed date, you must provide at least **seven full working days' notice**. Failure to do so may result in cancellation charges.
- i. **Onsite Failed Installation** – If Future Windows Horley Ltd attends your site but is unable to complete the installation for any reason on the scheduled date, we reserve the right to charge a failed installation fee. This fee will be calculated based on any significant factors and costs incurred, with a minimum charge of **£500**, excluding the costs of any equipment required. In the case of a failed installation, the final installation charge and any remaining balance must be paid in full before we reschedule the installation.
- j. **Lintels/Steel Support** – If, during installation, we discover that lintels or other structural supports are missing or inadequate, it is your responsibility to ensure that the correct supports are installed in accordance with building regulations. We may have to leave the site in such circumstances and cannot be held liable for any delays in returning once the necessary building work has been completed.
- k. **Internal and External Finishing** – Future Windows Ltd is not responsible for internal or external finishing work, including but not limited to render, plaster, or painting, unless explicitly stated in writing on the survey report. Any making-good work is the customer's responsibility. Where Future Windows Ltd does carry out such finishing work, it is not covered under our guarantee.
- l. **Unloading – Supply-Only Customers** – If we have agreed to deliver the products, they will be placed at the nearest safe point to the delivery address, which may be on the driveway or kerbside. Unless otherwise agreed, it is your responsibility to ensure someone is available at the delivery address with suitable handling equipment upon delivery. If no one is available, the products may be returned to our premises, and you may be responsible for 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.
- o. **Scope of Installation** – Future Windows Horley Ltd will only install the items specified in the agreed order. Any additional adjustments, modifications, or structural alterations required are the sole responsibility of the customer. It is the customer's responsibility to ensure that all aspects of the installation comply with current building regulations. Future Windows Horley Ltd accepts no liability for any non-compliance issues arising from site conditions, pre-existing structures, or additional work required beyond the agreed installation scope.

p. **When you own the goods.** Ownership of the product is transferred to you only once we have received full payment.

12. YOUR RIGHTS TO END THE CONTRACT

a. **Ending the contract before delivery and payment.** You may end your contract for a product at any time before you have paid for it and before delivery has taken place. However, if you cancel without a valid reason, you may be required to compensate us as detailed below. Your rights remain unaffected in cases where the product is faulty or misdescribed (**see Clause 15**).

b. **Ending the contract for a valid reason.** If you are ending the contract for any of the following reasons, the contract will end immediately, and we will refund you for any products not yet provided. However, we reserve the right to deduct any incurred administrative, site survey, loss of profit or material costs

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 for reasons **not** listed in Clause **12.b**, we will refund any payments made for products not yet provided but may deduct reasonable compensation for costs incurred. As all our products are bespoke and may already been manufactured, we may not be able to resell it and could seek **up to 100% of the order value**. Each case will be reviewed individually.

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 **14 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 will refund any advance payments for products not yet provided. However, we may deduct reasonable compensation for the net costs incurred as a result of your breach. This may include:

- Any financial loss incurred from reselling the products.
 - Storage costs.
 - Interest on overdue payments.
 - Other associated cost
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14. IF THERE IS A PROBLEM WITH THE PRODUCTS OR SPECIFICATION ON DELIVERY OR INSTALLATION

a. **Reporting issues.** If you have any questions, concerns, or need to report missing or damaged items, all complaints must be submitted in writing (email is acceptable). Missing or damaged items must be reported **within 7 days** of installation or collection to ensure we can investigate and resolve any issues effectively.

15. PRICE AND PAYMENT

- a. **Where to find the product price.** The price of the products (which includes **VAT, installation, and delivery**) will be provided to you before issuing a **Deposit Invoice**.
- b. **Deposit as order confirmation.** Payment of the deposit confirms your order and initiates the order process. Before making the deposit payment, please ensure that your specification matches any drawings or details provided by us. Changes after confirmation may incur additional charges or may not be possible.
- 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**. Payments are required as follows:
- 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.** If payment is not made by the due date, we may charge interest at **5% per year** above the **Barclays Bank base rate** (or **5% if the base rate is 0% or below**). Interest accrues daily from the due date until payment is made in full.
- f. **Late payment fee.** We also reserve the right to apply a **10% late fee** on the **gross invoice amount** if the invoice remains unpaid after completion.
- g. **Disputed invoices.** If you believe an invoice is incorrect, please contact us promptly.
- 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, we are responsible for any foreseeable loss or damage you suffer as a direct result. Loss or damage is considered **foreseeable** if it was **obvious it would happen** or if it was discussed at the time of contract formation.
- b. **Liability for property damage.** If we are providing services at your property, we will repair any damage **caused by us** during installation, excluding **internal and external finishing work and/or decoration** (see **Clause 11.k**). However, we are not responsible for **pre-existing damage** or faults discovered during the installation.
- c. **No liability for business losses.** We supply products **only for domestic and private use**. If you use the products for commercial, business, or resale purposes, we are not liable for:
- **Loss of profit**
 - **Business interruption**
 - **Loss of business opportunities**

17. OTHER IMPORTANT TERMS

- a. **We may transfer this agreement to someone else.** We may transfer our rights and obligations under these terms to another organisation.
- b. **You need our consent to transfer your rights to someone else.** You cannot transfer your rights under this contract without our written consent, except for the transfer of our guarantee, which is subject to payment of the transfer fee (see **Clause 9.a** for further details).
- 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.

Payment of our invoices or acceptance of our quotation constitutes your full agreement to our Terms and Conditions.