

PAYNE'S OF GLASS CONSERVATORIES AND DOUBLE GLAZING AGREEMENT.

TERMS AND CONDITIONS.

This agreement is made on the date the customer signs the Schedule of Works (hereafter referred to as the Schedule) between PAYNE'S OF GLASS hereafter referred to as the 'Company' and the 'Customer' as specified in the Schedule and shall be governed by the laws of England.

1. Our representative is authorised to accept a cheque or cash with this order. Our installer is similarly authorised to accept payment when the order is complete. All cheques are to be made payable to the Company. Payments may also be made and are preferred directly via Internet Banking. It is understood that there are no agreements between the Company's representatives and the Customer other than those embodied in the Agreement.
2. Although time is not the essence of this contract the work will be commenced as soon as possible but the Company will not be liable for any damages in respect of any delay in delivery or installation and any completion notice served by the Customer shall give notice of at least twenty eight (28) days to the Company.
3. Any alterations to pelmets or blinds or other fittings found necessary due to the house double glazing shall be the responsibility of the Customer. The Company cannot accept any responsibility for any glass breakage after installation.
4. The Agreement may be cancelled by the Customer by giving notice in writing within seven (7) days from the date that the Agreement is signed by the customer. Such a written notice by Registered or Recorded Post to PAYNE'S OF GLASS, 2, Bayley Gardens, Naphill, High Wycombe, Bucks., HP14 4QW. The Company reserves the right to cancel this order at any time before commencement of installation in which case the Company will return any deposit paid but without interest.
5. The Company disclaims responsibility for any damage resulting from structural defects existing before the work commenced. Any plastering or rendering work will be unpainted and no redecoration work is included.
6. The Customer will give access to the premises to the Company, its servants and workmen at all reasonable times so that the Company may complete the installation in accordance with this Agreement.
7. All the Terms and Conditions between the Company and the Customer are contained in this Agreement and no oral or written arrangements between the Customer and any agent or representative of the Company not mentioned in this Agreement shall be in any way binding on the Company.
8. The type of individual panes of double glazing and their arrangement shall in the absence of any special arrangement detailed in the Schedule be determined by the Company. Glass used by the Company in its' double glazing units shall be of a thickness and weight determined by the Company's Technical Surveyors. The Company excludes liability for optical effects attributed to natural phenome.
9. The Company guarantees sealed units against condensation between the glass panes for a period of FIVE YEARS in accordance with the manufacturer's guarantee. NO GUARANTEE or warranty is given by the Company concerning the occurrence, prevention or elimination of condensation except between the panes of glass forming the sealed unit. THE GUARANTEE does NOT extend to damage or faults due to accidents, misuse or neglect. All

timber sub-frames will be treated with timber preservative but the Company cannot be held responsible for normal shrinkage of timber. Conservatory base-work is guaranteed for TEN YEARS.

10. Only glass from suppliers of the highest reputation will be used in the double-glazing units but no guarantee is given that any glass so used is perfect. SAVE AS AFORESAID the Company guarantees to repair or replace without charge for either labour or materials any unit which develops a fault due to defective materials, construction or installation if written notice of the fault or defect is given with TEN YEARS of the date of installation provided that the units are installed by fitters appointed by the Company. This does not include minor imperfections in the glass. If remedial works or replacement materials are required within the guarantee period, such goods or services will be supplied by the Company. Out sourcing directly by the Customer is not acceptable without first notifying the Company in writing at least 28 days in advance and giving the Company the opportunity to first carry out any remedial work required at the Company's expense.
11. The guarantee contained in this agreement shall come into effect on the date that the installation has been completed and the Customer has agreed a satisfactory completion by payment in full and/or signed a Satisfaction Notice (hereinafter referred to as the due date) provided that the Total Contract Price has been paid in full. The guarantees are void if any monies remain outstanding after the due date.
12. Payment may be made only by cash, Banker's draft, Banker's Payment or direct by Internet Banking and shall be due for payment on the due date. Should the Customer fail to pay on the due date then the Company may demand immediate payment of the total amount payable and other amounts due under this Agreement and under any other Agreement between the Customer and the Company. If any payment is not made on the due date then in addition to the Company's rights, the Company may also charge the Customer with:
 - a) Interest calculated on a daily basis on the amount unpaid until it is paid in full. The rate of interest charged will not exceed the highest rate permitted by law.
 - b) The cost to us of every reminder or demand for payment and collection costs, including reasonable solicitor's/lawyer's fees and any Court costs.
 - c) Any Bank costs incurred and any administrative costs.