MARSHALL
DOUBLE GLAZING
LTD

Marshall Double Glazing Ltd
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TERMS & CONDITIONS 2015

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1. **Definitions:**
   (a) "Marshall Double Glazing Ltd " shall be called "M.D.G"
   (b) Written notice where required shall be given either by prepaid Recorded Delivery Post to M.D.G Head Office or any M.D.G branch, or by hand during office hours to any M.D.G branch and a written acknowledgement obtained.
   (c) "Premises" shall mean "the installation address"
2. **Parties:**
   (a) This agreement is made between "M.D.G" and the "Purchaser", and may not be assigned without M.D.G's prior consent.
3. **Illustrations:**
   (a) Any illustrations in M.D.G's promotional literature and documentation are for the Purchaser's guidance and information and will not be to scale.
4. **Variation:**
   (a) Any variation of this agreement must be in writing and signed by both parties.
   (b) The estimated period of delivery will run from the date of such variation (or when the contract is financed by a Building Society or Finance Company from the date that the confirmation of approval of the loan is received, whichever is the later).
5. **Survey:**
   (a) This agreement is conditional upon M.D.G's surveyor's approval of the Schedule of Work following inspection.
   (b) M.D.G reserves the right to make such modifications to the Schedule of Work as their surveyor deems necessary.
   (c) If the surveyor's approval is not given for any reason or the purchaser does not accept the proposed modifications, the deposit will be refunded without interest, and the agreement will be at an end.
6. **Product:**
   (a) Demonstration windows, doors and other products are used to demonstrate the working of a typical product and its composition, and are sample products only. The windows or other products detailed in the schedule overleaf will be manufactured and installed by M.D.G using such manner and materials as M.D.G considers suitable and, pursuant to the Company's Policy of continuos improvement of the products. M.D.G reserves to itself the full right to make any modifications in design, specification or composition as it shall think fit.
7. **Premises:**
   (a) The sole purpose of M.D.G's surveyor inspection is to ascertain the feasibility of the installations shown in the Schedule of Work. They will not undertake a general survey of the premises. Their inspection will be confined to those areas of the premises which directly relate to the proposed installation. M.D.G will not be responsible for remedying any defect existing before the installation date or for any damage arising therefrom.
8. **Delivery:**
   (a) The time for delivery overleaf (or as varied per clause 4 above) is only an estimate.
   (b) If the work is not substantially completed within the estimated delivery period stated in this agreement the purchaser may serve written notice on M.D.G to complete the work within such reasonable period as the purchaser may specify (a reasonable period would be regarded as eight weeks).If the work is not completed within such estimated period, the Purchaser may cancel the uncompleted work covered by this agreement without penalty to themselves by service of written notice to that effect on M.D.G.
   (c) Notwithstanding the foregoing M.D.G shall not be liable for any delay in the completion of the work which arises from causes beyond its reasonable control, and in the event that time had been made the essence of the contract, time shall not run during any period when delay on that account is operating.
   (d) Upon receipt of notice that the goods are ready for installation by M.D.G the Purchaser shall by arrangement afford access to the premises forewith. Non-acceptance of installation will render the Purchaser liable for further charges.
9. **Additional Work:**
   (a) M.D.G does not undertake to move services, fixtures or fittings which are ancillary to the basic structure of the property, e.g. radiators, pipes, electricity, telephone or television cables.
   (b) M.D.G will endeavour to ensure that the works match existing finishes but will not be liable for non-matching due to weathering of existing materials and cannot guarantee the matching of external specialist finishes such as pebble-dashing, tyrolean or similar material. When variations occur in existing plaster lines M.D.G cannot guarantee that equal amounts of subframe will be visible all round.
   (c) M.D.G will make good any damage caused in the course of installation to plaster, floor, rendering, brickwork or pointing immediately surrounding any window or door installed by M.D.G cannot guarantee to avoid causing superficial damage to surrounding wallpaper and paintwork or to avoid damage to ceramic tiles in the same area. The making good of that damage is the purchaser's responsibility.
   (d) M.D.G cannot undertake to remove intact any existing glass, frames or secondary double glazing units or guarantee to remove or replace existing double glazing units without causing damage.
   (e) All materials removed during the course of installation will be cleared from site and cannot be retrieved thereafter. If any materials are required to be retained (but see this clause (d) above) must be clearly stated on the contract.
10. **V.A.T:**
    (a) Will be payable by the Purchaser at the appropriate rate.
11. **Payment:**
    (a) M.D.G has quoted its price to you, the Purchaser, on the basis that payment will be made as follows:
        i) 50% of purchase price due on receipt of acceptance and instruction to proceed
        ii) Full balance is due on practical completion of installation works and by signed agreement of satisfactory installation by Purchaser
        iii) In the unlikely event of a minor defect in the work undertaken, the Purchaser agrees to pay the outstanding balance, less a retention equal to an amount not exceeding 5 % of the purchase price, enabling M.D.G to ensure that full rectification of any fault or defect can be effected to the satisfaction of the Purchaser and in accordance with the terms of its guarantee.
    (b) Any sum outstanding following practical completion will be subject to interest, which shall run from the date of the invoice to the date of actual payment at the rate of 5% per annum above the base rate for the time being fixed by National Westminster Bank PLC.
    (c) M.D.G's personnel are authorised to accept cash, a cheque or Home Improvement Loan documents in favour of Marshall Double Glazing Ltd only. If there is some minor defect in the work M.D.G expects you to rely on its assurance that it will be rectified in accordance with the terms of its guarantee. Your failure to pay the balance at substantial completion would be a breach of this agreement.
12. **Guarantee:**
    M.D.G undertakes to repair or replace faulty profile, should any fault appear due to defective materials or workmanship in any window or door installed by M.D.G within ten years from the date of installation. M.D.G undertakes to repair or replace faulty glass or window and door hardware within ten years from date of installation.
    This warranty does not extend to:
    (a) Minor imperfections within the glass, nor to the incidence of condensation.
    (b) Damage or faults due to accidents misuse or neglect by the Purchaser.
    (c) Premature failure of materials due to the Purchaser failing to carry out adequate product maintenance.
    (d) The removal and/or repositioning of the installation or part of the installation if it has been carried out by persons other than authorised M.D.G personnel.
    (e) Existing timber, adjacent to the installation of M.D.G products, remaining at the Purchaser's request.
    Notification of claim under warranty must be by a written notice of the defect, given within 28 days of the date upon which the discovery of the defect ought reasonably to have been made.
13. **Condensation:**
    (a) M.D.G's double glazed units are designed primarily to reduce the heat loss, which occurs through single glazing. The presence of condensation is dependant upon the environment within the dwelling. For the avoidance of misunderstanding, please refer to M.D.G's leaflet about condensation.
    (b) M.D.G gives no warranty concerning the incidence, prevention or elimination of condensation following the installation of its products neither do its personnel have authority to give such warranty.
14. **Complaints:**
    (c) In the interest of efficiency dealing with any query, written notice of any query should be given.
    (d) The Purchaser hereby agrees to afford M.D.G a reasonable opportunity or remedying any complaints for which M.D.G are liable.
15. **Cancellation:**
    (a) This agreement may be cancelled by either party without penalty by written notice of cancellation given by the end of the seventh day following the date on which the Purchaser received a copy of this agreement.
16. **Law:**
    (a) Nothing in these terms affects the purchaser's statutory rights.