

## FALCON INSTALLATIONS LTD – TERMS AND CONDITIONS OF SALE

Between Falcon Installations Ltd (hereafter called The Company) & the person named overleaf who has signed the contract (hereafter called The Purchaser)

- Windows, doors, glass units, home extensions, roofs etc will be made to your exact needs and specifications and are therefore exempt from the statutory 14-day cooling off period required by the Consumer Contracts (Information, Cancellations and Additional Charges) Regulations 2013. Cancellation without penalty or alterations to such bespoke products can only be made within 7-days of the date of this contract or prior to the Company undertaking the technical survey, whichever occurs first. Asking the Company to undertake a survey for bespoke products will effectively end the cooling-off period from the moment the survey is completed. Cancellation by the Purchaser after the expiration of the cooling-off period is likely to result in significant costs to the Purchaser to cover the reasonable costs incurred by the Company.
- Other items such as fascias, soffits and guttering and / or internal window cills that are not made to measure will benefit from a 14-day cooling-off period. However, any work that Falcon has undertaken at the request of the Purchaser e.g. undertaken a survey, erected scaffolding etc within the cooling-off period will be charged for at an appropriate rate.
- Costing of this contract has been given in good faith. The Company are unable to cost for unforeseen works at the time of signing the contract. If any unforeseen works are uncovered during the installation, this will be explained, costed and resubmitted prior to commencing the unforeseen work. Such work including, but not limited to moving drains, bridging lintels, sealable manhole covers, supporting structures etc will be charged for at an appropriate rate.
- If you believe The Company or any of its Representatives or Agents has made any commitments or obligations that contravene, or are omitted from, the agreement overleaf, it is recommended that such obligations or commitments are recorded overleaf as this document will form the basis of your order. Failure to do so may result in you ordering goods and services that do not meet your expectations.
- Signing and dating this contract by the Purchaser shall confirm their acceptance of the number and specification of the units agreed in this contract. All deposits are non-refundable when the contract is cancelled by the Purchaser outside of the cooling-off period, unless the Purchaser is lawfully entitled to a full refund.
- It is the Purchaser's responsibility to obtain any necessary permission needed for the contract to proceed. This includes but is not limited to Planning Permission, Building Regulations, Landlord or Property Covenants, Parish Council etc.
- The sample window carried by the Company's representative is designed to demonstrate the quality and security of the materials used. The Company reserves the right from time to time to incorporate improved technical development where appropriate.
- We are legally obligated to supply you with goods that conform to the contract overleaf. Although our goods will match the samples shown, due to the difference in materials used, foiled frames may not always match perfectly in terms of colour and / or texture across the range of uPVC, composite and conservatory / porch products. Black uPVC foiled frames can appear brown in certain rare light conditions.
- All extra items that are either supplied by the Company or the Purchaser that are fitted to doors are not guaranteed I.E. dog / cat flap, wireless doorbells, numerals etc
- It is the Purchaser's responsibility to ensure that any prepared window / door openings are set to their complete satisfaction before the Company surveys the job. If any alterations are made to the said openings after survey, the Purchaser will be liable for any and all additional costs.
- In the event that the Purchaser fails to keep an appointment with our fitting or delivery teams and no reasonable justification is provided, the Company reserves the right to apply a fee of £60 for rescheduling. No further appointments of any kind will be made by the Company until the rescheduling charge has been paid.
- The final price for the goods and services provided in this contract will be determined after our surveyor has completed the survey report. Any extra goods required or requested by The Purchaser will be costed, agreed between The Purchaser and The Company and documented during the survey. The contract will then proceed with the revised goods, services and price with, in the case of bespoke products, no cooling off period.
- The Company cannot be held responsible for delays beyond our reasonable control I.E. delivery of materials, skips, scaffolding, bad weather and / or labour problems etc which result in the contract overrunning or fitting dates being rescheduled.
- The Company shall not be liable for any delay in completion of the work which arises beyond the reasonable control of the Company and / or contributed to by the Purchaser.
- Where no timescale for the completion of the work has been agreed in writing, the service will be completed within a reasonable time frame. The Company shall not be liable for compensation claims where no timeframe for completion has been specified and the services have been completed within a reasonable timescale
- Unless otherwise expressly agreed in writing, the Company will expect the Purchaser to be ready and available for an installation to begin no later than 60 days after the survey date. Postponement by an unspecified or unreasonable amount of time beyond this timescale by the Purchaser will render 80% of the balance payable immediately, with the remaining 20% of the balance being payable upon installation.
- The Purchaser is responsible for providing access to water and electricity at the site at their cost. Any cost incurred by the Company in obtaining these services will be paid by the Purchaser.
- The Company cannot be held responsible for a perfect brick match to existing properties. The closest available brick type will be used.
- When making good on the fitting of cavity trays a discrepancy in colours of the building materials will occur due to the use of new materials.
- Any electrical work to be carried out by the Company will be done so in the most economical way at the discretion of the Company. Electrical work includes connecting items to existing circuitry only. Extra costs to bring any existing electrical circuits up to current regulations will be paid by the Purchaser.
- Any plumbing work to be carried out by the Company will be done so in the most economical way at the discretion of the Company. The Company will not renegotiate the price of plumbing partway through or on completion of an installation.
- Unless specifically agreed in writing, the floor will be finished to damp-course level using a self-levelling floor compound (traditional concrete base / window or door knockout) or treated chipboard (Durabase).
- The type of reinforcing in all uPVC products is at the discretion of the Company.
- The Company will use profile extensions and cover trims where the surveyor feels it is necessary.
- Prior to installation the Purchaser must remove all pipes, wires and cables I.E. electrical, telephone, aerial, alarm etc that are located adjacent to units we are installing. In the event of the above not being adhered to, the Company will take all reasonable care and skill not to damage the same. The Company will not be liable to repair pipes, wires and cables etc if no visible damage has occurred during installation.
- The Company will make good cement and plaster immediately next to each unit we install, provided the area is in good condition prior to installation. The Company will not accept responsibility for restoring or matching wall coverings or paint.
- To determine whether a sealed glass unit is of satisfactory visual quality, the glass will be assessed against the Glass and Glazing Federation's Quality of Vision publication for insulating glass units. A sealed glass unit will only be deemed visually unsatisfactory if it fails when assessed against those standards.
- The Purchaser acknowledges that condensation is dependent upon a number of factors, some of which may be favourably affected by the installation of energy efficient glazing and some of which may not.
- On any contracts requiring scaffolding, the Company deem the contract to be complete once the installation is finished. Full payment is due at this point. Prompt removal of scaffolding is beyond our control and payment cannot be withheld until after the scaffolding is disassembled.
- The Company shall not be held responsible for any third party damage caused to existing walls, drives etc unless the third party has been contracted by the Company.
- Any claims for compensation related to alleged damage caused by Falcon representatives must be investigated by senior Falcon management prior to any remedial works being undertaken, unless emergency work by a third party is expressly agreed in writing by The Company (in writing includes email, text message from a Company mobile or a signed note on a Company letterhead or compliments slip).
- The balance of the order is payable immediately upon installation for 'supply-and-fit' contracts or delivery of goods for 'supply-only' agreements. Where payment is being funded using a finance agreement brokered through the Company, the satisfaction note will need to be signed and given to the installer upon installation. Where payment is being funded through any means arranged solely by the Purchaser, the Purchaser must ensure that the funds are available and accessible upon installation.
- If the contract states that the staged payment / balance is being settled by cash and / or cheque and the payment cannot be given to the installer / delivery driver upon installation / delivery, a card payment must be made for the amount due.
- Where staged payments have been agreed, The Company expects prompt payment upon the satisfactory installation of each stage. The Purchaser acknowledges that no due staged payment is to be withheld or payment schedule renegotiated as a result of snagging or The Purchaser's desire to alter the breakdown of the payment schedule. The Purchaser acknowledges that they shall not be entitled by reason of any alleged defect to withhold more than a proportionate amount of the sum due and that any withheld amount less than the completion stage balance shall be withheld at the point of completion, if the defect has not been rectified beforehand. Failure to adhere to the agreed payment schedule will result in The Company ceasing work until such due payments have cleared into The Company's bank account. Further staged payments will then need to be made in advance for any further work being undertaken. If advance staged payments are not made by The Purchaser, the total remaining balance will become due. In this situation no further work will be undertaken by The Company until the whole balance has cleared into The Company's bank account.
- Where no staged payment schedule has been agreed, The Company expects prompt payment upon satisfactory installation. If any minor defects are identified through snagging, e.g. a cracked sealed glass unit, incorrect handle colour, missing end cap or similar etc, The Purchaser may withhold a proportionate amount of the balance due, which would typically be around 10% of the outstanding balance. A proportionate amount of the balance must be paid upon satisfactory installation in all cases.
- In the instance whereby The Purchaser has no lawful right to withhold payment and The Purchaser fails to settle the outstanding balance once it becomes due, the sum of £250 will be added to the outstanding balance to compensate The Company for costs incurred in relation to recovering the debt. Should Legal action by required to recover the outstanding debt, further charges will be levied against The Purchaser at the rate of £50 per hour per person for all time spent on recovering the debt, including letters, emails, telephone calls and other procedures deemed appropriate by The Company to assist in recovering the debt.
- All goods remain the property of The Company until paid for in full.
- In the unlikely event that you have a complaint against the Company, please contact the office in writing using the postal address or email address overleaf. Your complaint will be dealt with by senior Falcon Management. Should the internal complaint handling procedure be exhausted and you are still dissatisfied, you have access to an Alternative Dispute Resolution program provided by Helix Training (Trustmark). Their contact telephone number is 0844 848 2855 and their email address is [info@trainwithhelix.co.uk](mailto:info@trainwithhelix.co.uk)
- We are registered for self-certification of compliance with Building Regulations in relation to glazing. By agreeing this contract you are agreeing to us providing FENSA and QANW with your name and address to register the installation. Our scheme ID is 18159. The FENSA Code of Conduct can be accessed at [www.fensa.co.uk](http://www.fensa.co.uk)

### GUARANTEE DETAILS

- The Company does not guarantee that the installation of energy efficient glazing will eliminate the occurrence of condensation.
- All frames should be cleaned at regular intervals using warm soapy water. No hard cleaning products such as abrasives, cleaning agents, solvents or power washers should be used on any of our products. Use of any of these products will invalidate the guarantee.
- The Company undertake to treat or repair uPVC frames as a result of faulty materials within ten years of the date of this contract. uPVC frames will be considered faulty should they suffer discolouration, warping and / or cracking, provided nothing has been fixed to the frame by the Purchaser. Screwing or fixing into the frame by the Purchaser will invalidate the guarantee.
- All door panels, door knockers, spy holes, letterboxes, handles, locking mechanisms, restrictors, hinges, barrels and any other moving parts will be guaranteed for twelve months.
- Fascia and soffit boards are guaranteed against discolouration for ten years after installation. Downpipes and guttering are not guaranteed against discolouration.
- All roofs regardless of where they are situated, car ports, canopies etc will be guaranteed for twelve months. The Company cannot be held responsible for moisture inside flutes of polycarbonate roofs.
- Items sold on a 'supply-only' basis will be guaranteed for six months from the date of delivery.
- Items sold on a 'new-build' basis will be guaranteed for twelve months.
- All repair work is guaranteed for twelve months.
- Sealed glass units are guaranteed against seal failure for five years.
- The guarantee is strictly non-transferable and benefits only the Purchaser named overleaf whilst still residing at that address.
- Any kind of sealant is guaranteed from shrinking or cracking for five years. Discolouration of any kind is not guaranteed.
- Any type of flooring that is installed I.E. tiled, cushion, lino, laminate etc is guaranteed for twelve months.

### NOTICE OF THE RIGHT TO CANCEL

Subject to Points 1 and 2 of the Terms & Conditions above, you have 14 days from the date of this contract (for services) or 14 days from the date of receiving stock goods in which to cancel the contract. You may use this form to cancel the contract but you don't have to. Any cancellation to the contract by the Purchaser must be made using a durable medium, which includes letters and / or email.

To: - Falcon Installations Ltd, East Street, Bridgend CF31 3DQ ([info@falconinstallations.co.uk](mailto:info@falconinstallations.co.uk))

[I/We]\* hereby give notice that [I/We]\* cancel [my / our]\* contract of [sale of the following goods / supply of the following service]\*: -

[Ordered on / received on]\*: -

Name of Consumer: -

Address of Consumer: -

Signature of Consumer: -

Date: -

[ ] \*Delete as applicable