

Terms & Conditions

1. Notice of Right to Cancel

a. Where contracts are made in your home or place of work, if you are unhappy with your contract for any reason it can be cancelled and a refund of the deposit can be obtained by giving written notice (the "Notice") by emailing, sales@mcleodglaziers.co.uk or by sending a letter to us at McLeod Glaziers, Rosemary House, Inveralmond Road, Perth, PH1 3TW. The notice should be sent within seven Business Days (being a day on which clearing banks are open for business in Perth of the date on which the contract was signed (this is known as the "cancellation period"). The cancellation form at the end of these terms may be used for this purpose.

b. If you cancel the agreement after the cancellation period, or once works have commenced, you must pay any reasonable losses and costs we suffer because of the cancellation including, but not limited to, loss of profit (this will be dependent on the stage of order).

2. Survey Arrangements

a. The contract is subject to a site inspection and survey and our team will be in touch with you to arrange an appointment for our survey team to visit you, as soon as it is reasonably practicable after your contract is confirmed, to carry out a site inspection. You will be offered an appointment date that is within 28 days of the date that this contract is signed. The surveyor will check the full specification to ensure accuracy and feasibility and will check your personal requirements.

b. If the surveyor reports that there are problems relating, for example, to the structure (including the presence of hazardous materials such as asbestos), dimensions or access to the property (including the need to arrange scaffolding etc.), then without obligation on your part, we may quote a price for the additional work. If you decline to accept the revised quotation, we may cancel the agreement by sending you a written/verbal notice to that effect and your deposit will be returned, less any costs incurred. If you do not decline or accept the revised quotation within fourteen days of the date of your receipt of the revised quotation, we will be entitled to assume that you have declined to accept the revised quotation.

c. If the surveyor reports that there are significant technical problems which make the manufacture or satisfactory installation of the products materially more difficult than initially anticipated, we reserve the right to cancel the agreement in accordance with condition 1 of the contract.

d. To allow for fitting tolerances and any abnormalities in the original window openings, we do not guarantee that the replacement window dimensions will match the dimensions of the original windows. On certain installations frame extensions may be required to accommodate this.

e. Generally there is no need to obtain local authority approval or consent to carry out window replacement, but approval may be required for certain works which may involve alterations to brickwork to incorporate a window. When alterations to our original specifications are required by a local authority, we will be under no obligation



to meet such costs and any costs thus incurred will be passed on to you unless those alterations were/should be known to us at site inspection. Where alterations are required to satisfy the requirements of a local authority, we may at our discretion withdraw from the contract with no penalty and any deposit will be returned to you less costs incurred by us to the date of cancellation. Where the required local authority or other permissions are refused for reasons that our personnel could not have been reasonably expected to foresee and no mutually acceptable solution can be arrived at, you will be liable for a proportionate amount of the contract purchase price to enable us to recoup the costs we have incurred.

f. Sample windows and literature are intended to demonstrate the workings of a typical window and the materials to be used. The windows manufactured to complete your installation may have minor and technical changes, which are unavoidable deviations from original specification due to supplier updates.

g. It is a requirement of Building Standards that all dwelling house windows above the height of four meters from ground level must be cleanable safely from within or from a balcony. Our consultant will discuss this with you at the time of sale. However, the choice of styles remains with you, and we accept no responsibility or liability for any contravention of the Building Standards due to your choice.

3. Delivery Arrangements

a. We will agree an installation date with you. We shall give you a choice of installation dates.

b. If the work is not commenced within the estimated installation period stated in the contract, you may write to us, requiring the work to be completed within twelve weeks or some other period agreed (preferably in writing) between you and us. If the work is not completed within this extended period, you may cancel the outstanding work covered by the contract without penalty to yourself by sending us a letter advising us of your wishes. The letter should be sent in accordance with the notice provision contained in Clause 1 of our Terms & Conditions. In addition, you will be entitled to a refund of any monies which represent a payment for the installation of materials by us in excess of any work actually carried out by ourselves. However, if we carried out any work to a value which exceeds any payment made by you, we will be entitled to the payment of the difference on demand.

c. We shall be not in breach of this contract nor liable for delay in performing, or failure to perform, nor delay in completion of the work or any of our obligations under this contract if such delay or failure result from events, circumstances or causes beyond our reasonable control. (For example, and not limited to, fire, flooding, civil disturbances, strike actions, criminal damage and acts of war or nature or others) or any delays in relation to COVID-19.

4. Disputes

- a. You or we are entitled to cancel this contract in the event of any serious breach of contract by you or us.
- b. Disputes can be put to Arbitration using an independent surveyor agreeable to both parties. If the independent inspection finds that your complaint is well founded, we will pay for the cost of the independent inspection. We will not be responsible for the cost of any surveyors, lawyers or other advisers contracted by you without our prior agreement. We will require you to pay a proportionate amount prior to an independent survey takes place.
- c. If there is an alleged defect with regard to the installation you are entitled to retain 5% of the balance outstanding to us pending investigation and, if appropriate, rectification of the defect. As soon as the defect is remedied or if it is determined that there is no defect all monies due to the Company become payable immediately.

5. Payment

- a. Payment is due on completion of the installation when payable. You shall not be entitled by any reason of any alleged minor defect to withhold more than 5% of the sum due.
- b. We reserve the right to charge interest at 3% on any balance remaining outstanding after payment is due.
- c. VAT is payable at the appropriate rate as of date of invoice.
- d. We will accept payment of the contract price by bank transfer or cheque payable to McLeod Glaziers Ltd, or debit/credit card.

6. Installation Arrangements

- a. We do not move any services, fixtures or fittings, internal or external which are ancillary to the basic structure of the installation address and you shall remove all household fixtures before work starts (e.g. blinds, curtains & poles).
- b. It is your responsibility to apply a final finish to any woodwork used in the installation. We do not accept any liability in respect of such final finishing whether exterior or interior unless specified on contract for us to finish.
- c. We shall be under no liability for redecoration when installing a "final finish" to any window or door, unless the damage to decoration is caused by our negligence or unprofessional workmanship.
- d. Hardwood comes in a variety of shades and no guarantee is given that all such hardwood used on the installation will colour match. Similarly, veneer cannot be guaranteed to colour match with wooden facings. To minimise the colour variation we recommend that a good quality colour stain should be used by you prior to varnishing.
- e. We shall be under no liability to make good any existing damage or latent defects to brickwork, plasterwork, pebble dash, rendering or any similar material. It is expressly agreed that all redecoration work (whether by wallpaper or other covering) is excluded from the contract. All redecorations including the replacement of any tiles or similar is your sole responsibility. We exclude liability for all loss and damage

caused by, or arising from, the failure on the part of our surveyor to notice any structural defects, which they could not have been reasonably expected to foresee.

f. We will not accept liability for damage to telephone cables, burglar alarm fittings, aerial cables or similar on installation. The responsibility for disconnection of such fittings and cables lies with you.

g. No undertaking can be given that your existing doors, window and/or frames can be removed so as to be reused for any other purpose and they will be removed from the site and disposed of unless you instruct the installers to leave them

h. We cannot accept responsibility for damage or breakage whilst working with, handling, or storing customer's materials or effects unless that damage or breakage was due to deliberate or negligent acts on part of our personnel.

i. We cannot ensure that existing blinds will refit unaltered after the installation of replacement windows and doors

j. We will be liable for any damage caused to your property which was not necessary for the completion of the contract such as damage was caused by us not exercising reasonable care and skill.

k. Frames and ancillaries which are colour matched and sprayed are not covered under the 10-year guarantee.

l. We will not be responsible for moving furniture or any other items that may restrict the installation and this must be carried out prior to installation. Any parts of the property, which are covered, unexposed or inaccessible, or prohibit space for installation will require to be cleared prior to installation.

7. Regarding the quality and description of the goods and/or services:

a. We guarantee to repair where we deem it to be practicable and appropriate, and if not, to replace, free of all charges for materials, any product including any insulating glass unit which develops a fault (which has all been correctly maintained), (including condensation between the glasses of the units) due to defective materials or workmanship within 5 years of the date of installation. You must notify us of any claim under the terms of this guarantee within 7 days of discovery of the fault, preferably by sending us a recorded delivery letter and the claim is accompanied by a copy of the Guarantee Certificate.

b. The guarantee is only effective once full payment has been made.

c. Despite the fact that your statutory rights remain unaffected, this guarantee does not extend to: -

1. Damage due to misuse, neglect, or lack of maintenance by you, or from causes beyond our control, (for example fire; flooding; civil disturbance; criminal acts; third party damage or acts of nature etc.)

2. Any works carried out by others associated with this installation or to those parts of this installation affected by works by others, other than works carried out by this company or its employees and subcontractor's.

3. As per the Glass and Glazing Federation ("GGF") guidelines, there is no guarantee for the following:

- shattered toughened units;
- the guarantee will not cover cracked glass;

- glass has to be viewed at the current distance for inspection – the distance is (4mm – 3 metres) & (toughened glass – 5 metres);
- damage to door seals are not covered within the door threshold;
- damage to a door drip bar is not covered under the guarantee within the door threshold;
- damage to a door drip caps are not covered under the guarantee;
- if you snap your key in your door locking mechanism, we are not responsible, and this is not covered by the guarantee;
- we are not responsible for damage or issues with letterboxes and any issues with letterboxes are not covered by the guarantee;
- Only the works carried out by us in terms of the Sales Contract will be covered by the Guarantee. Any items not installed by us or not forming part of the Sales Contract will be excluded from the Guarantee.

The terms of the relevant Guarantee are set out in the Sales Contract become valid once full payment has been made.

8. Guarantee

- a. We will use our best endeavors to attend any reasonable service call (under guarantee) made by email. If following subsequent inspection your complaint is construed by us to be reasonable, it will be remedied in the best practicable manner at no expense to you. If, following inspection, your complaint is considered by us to be unreasonable e.g. where the alleged fault is found to be due to neglect or misuse, we reserve the right to charge you the administration charge of up to £50 plus the cost of time of each of our employees involved in dealing with the matter at the respective rate, together with all material costs for every visit made to your property.
- b. Service calls will be attended when weather appropriate. We will not be liable for any loss in income/revenue as a result of service work.
- c. The unexpired portion of the relevant guarantee can be assigned to the new owners of the property if the names of those new owners are notified to us in writing within 1 month of their purchasing the property and the current registration fee is paid at the time. Before agreeing to an assignment, we will carry out an inspection to ensure that any product has not been neglected or misused.
- d. If repairs are necessary these would have to be carried out at your cost before assignment could take place.
- e. If the guarantee is assigned the new owner, then will have the benefit of the unexpired warranty for materials and workmanship, once fees are paid
- f. No service work will be carried out on the installation until the inspection and assignment has taken place.
- g. All float glass has an inherent degree of variability in visual characteristics. Our double-glazing units will meet the Glass and Glazing Federation standard, C1/sfb of March 1988, for visual quality and cannot be rejected based on any other standard. As a member of GGF we fully comply with requirements of standard. We will only

accept a claim against a glass unit within 7 days of the original installation date. Toughened glass units, by their nature, have inconsistent reflective qualities and cannot be rejected on such grounds. We guarantee that our products will meet these and all relevant thermal standards; this can require the use of Low-emissivity glass and gas filled which has a significantly lower visual tolerance than normal float glass double glazing units – the GGF inspection criteria for these units must be strictly applied in order to assess whether units can be rejected for visible flaws. Such units may be prone to external condensation in certain climatic conditions, or other – they may not be rejected for this reason.

h. If the product is obsolete a product of equivalent specification will be supplied. The guarantee does not apply to surface finishes. On product failure caused by negligence, vandalism, willful damage, environmental conditions or excessive wear and tear.

i. all claims/queries under the Guarantee must be intimated to us as follows (i) by telephone during the hours of 8am – 4.30pm from Monday – Thursday; (ii) between the hours of 8am – 3.30pm on Friday; or (ii) by email to service@cmcleodglaziers.co.uk outwith the aforementioned hours.

9. General

a. Nothing in these conditions will reduce your statutory rights relating to faulty or misdescribed goods and services. For further information about your statutory rights contact your Local Authority Trading Standards Department or Citizens Advice Bureau.

b. Where email addresses are supplied, you will automatically be enrolled in our newsletters. If you do not wish to be a member, please advise in writing to our head office address - McLeod Glaziers, Rosemary House, Inveralmond Road, Perth. PH1 3TW.

10. Assignment and other dealings

(a) We may at any time assign, charge, subcontract, declare a trust over or deal in any other manner with any or all of our rights and obligations under the Contract.

(b) You shall not assign, transfer, charge, subcontract, declare a trust over or deal in any other manner with any of your rights and obligations under the Contract without our prior written consent).

11. Entire agreement

(a) The contract constitutes the entire agreement between us and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between us, whether written or oral, relating to its subject matter.

(b) You acknowledge that in entering into this contract that you are not relying on, and shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this contract. Each party agrees that it shall have no claim for innocent or negligent misrepresentation based on any statement in this contract.



12. Variation.

Except as set out in the contract, no variation of the contract shall be effective unless it is in writing and signed by the parties (or authorised representatives).

13. Severance.

If any provision or part-provision of the contract is or becomes invalid, illegal or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of the. If any provision or part-provision of the contract is deleted we shall negotiate in good faith to agree a replacement provision that, to the greatest extent possible, achieves the intended commercial result of the original provision.

14. Third party rights.

Unless it expressly states otherwise, the contract does not give rise to any rights under the contract (Third Party Rights) (Scotland) Act 2017 for any third party to enforce or otherwise invoke any term of the contract.

15. Governing law.

The contract, and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation, shall be governed by and construed in accordance with the law of Scotland.

16. Jurisdiction.

Each party irrevocably agrees that the Scottish courts shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this contract or its subject matter or formation.

Confirmation

Customer Number:

Customer Name (Print).....

Customer Signature.....

Date:

**Complete, Detach and Return this form if you wish to cancel the contract
(Must be cancelled within 7 days of signing)**

Send to: McLeod Glaziers, Rosemary House, Inveralmond Road, Perth. PH1 3TW

