


PVCu Window & Door – Terms & Conditions
1. Definitions

1.1 "James McCreadie & Sons" shall be called "James McCreadie & Sons" or the company.

1.2 Written notice where required shall be given by prepaid post to James McCreadie & Sons, 59 Inglis Street Dunfermline Fife Scotland KY12 7AX or via email admin@jmmccreadies.co.uk

1.3 "Premises" shall mean "the installation address"

2. Parties

This agreement is made between James McCreadie & Sons and the Purchasers and shall not be assigned without James McCreadie & Sons' written agreement.

3. Illustrations

Any illustrations in James McCreadie & Sons promotional literature and documentation are for the Purchaser's guidance and information only and will not be to scale.

4. Variation

4.1 Any variation to this agreement will be subject to the Companies approval and must be in writing and signed by both parties or by confirmation email from the client after a quotation for the variation by the Company. Any variation will be subject to the terms and conditions of this contract with the agreed increase or decrease in costs due for payment on practical completion unless otherwise agreed.

5. Survey and Premises

5.1 This agreement is conditional upon James McCreadie & Sons Surveyor's approval of the Schedule of Work following inspection.

5.2 James McCreadie & Sons reserves the right to make such modifications to the Schedule of Work, as their surveyor deems necessary.

5.3 The survey is for the sole purpose of carrying out the installation detailed in this order and the Company does not take responsibility for the structural integrity of the existing foundations and structural elements to the building that the products may be installed on. The cost for carrying out such works before, during or after the installation is the client's responsibility. Any movement to building works not carried out by the Company before or after installation is the client's responsibility.

5.4 Our surveyor and installers will ensure that bay windows are installed with adequate support when such windows are load bearing.

5.5 The cost of any asbestos removal and associated costs are not covered by this contract. Any asbestos removal that is required before, during or after our products are installed must be carried out by a specialist contractor and the removal certified.

6. Premises

6.1 This contract assumes that we will have access to the premises services such as electric, water and toilet facilities. If any of these services are not available, then please inform the company before installation.

7. Product

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, using such manner and materials as James McCreadie & Sons considers suitable. Under the Company policy of continuous improvement of the products, James McCreadie & Sons reserves the right to make any minor modifications in design, specification, or composition, as it shall think fit.

8. Delivery

8.1 – The Company will not be liable for any delay beyond its control and the customer shall have no claim or recourse against the Company for unavoidable circumstances, i.e., sickness, transportation problems, weather, delay due to building regulations or planning applications, schedule changes due to such prior delays, or rejection of products due to our quality control etc.

8.2 Upon receipt of notice that the goods are ready for installation by James McCreadie & Sons, the Purchaser shall by arrangement afford access to the premises. The Purchaser will not be liable for any delay, and the Company shall have no claim or recourse against the customer for unavoidable circumstances. The Company can, however, ask for a fair balance to be paid for, less the installation costs, which would be 85% of the order value.

9. Installation

9.1 All items from around the working area, including furniture, ornaments, plant pots, electrical goods blinds, and curtains, should be removed by the client before installation unless otherwise stated in this contract.

9.2 The Company will protect the areas around the installation with floor protector and dust sheets. We will hoover up afterwards and clear away any rubbish and debris from the installation process. Due to the nature of the works clients may find that dust will settle. We will endeavour to keep this to a minimum. We will protect furniture around the immediate area with dust sheets if they are free from ornaments, lamps, and breakables.

9.3 Clients, their children and visitors must keep clear from working areas for health and safety reasons. Is it the client's responsibility to ensure this happens. If you require any information or have any questions regarding the installation for the installers, please find a safe opportune time.

9.4 James McCreadie & Sons does not undertake to move services or fixtures or fittings, which are ancillary to the basic structure of the property, e.g., radiators, pipes, electricity, telephone, television cables, burglar alarms or gas services unless specifically itemised in this written contract.

9.5 James McCreadie & Sons will endeavour to ensure that the works match existing finishes but will not be liable for non-matching of existing materials and cannot guarantee the matching of external specialist finishes such as pebble-

dashing, Tyrolean finish or similar material. When variations occur in existing plaster lines James McCreadie & Sons cannot guarantee that equal amounts of the frame will be visible all round.

9.6 James McCreadie & Sons cannot guarantee to avoid any damage caused during installation to plaster, floor, rendering or pointing immediately surrounding any window or door installed, or causing superficial damage to surrounding wallpaper and paintwork, or to avoid damage to ceramic tiles in the same area (unless caused by our negligence, the making good of this damage is the Purchaser's responsibility). No painting or decorating will be undertaken unless specified in the contract.

9.7 Should there be any damage caused to external brickwork due to any defect (i.e., no supporting lintel) the customer will be liable for any repair work and costs this may incur. If during the survey, installation or after installation it is found that the support above a frame (the Company is going to or has installed) is required this is to be carried out at the client's cost.

9.8 James McCreadie & Sons cannot undertake to remove intact, any existing glass, frames or secondary double-glazing units or guarantee to remove or replace existing secondary double-glazing units without causing damage.

9.9 All materials removed during installation will be cleared from the site and cannot be retrieved thereafter. If any materials are required to be retained* (but see clause 9.8) this must be clearly stated on the contract.

9.10 James McCreadie & Sons cannot guarantee that existing blinds, curtains and fixtures and fittings will fit in or around its new products. At time of survey please ask our surveyor for clarification. If it is agreed that James McCreadie & Sons will carry out the removal and re-fitting of blinds etc, then this must be clearly stated in this contract. When fitting products, not supplied by James McCreadie & Sons, we are not liable for damage to the product or surrounds (i.e., tiles etc) caused when removing or refitting. We will however endeavour to take due care and attention to avoid such damage.

9.8 Any additional work required for James McCreadie & Sons to complete the contract must be carried out at the customers cost and within a reasonable time span, generally six weeks.

9.9 Additional works do not have to be carried out by James McCreadie & Sons, but this may, in certain circumstances, affect your Guarantee.

10. V.A.T.

Will be payable by the Purchaser at the appropriate rate.

11. Payment

11.1 All goods supplied as per the contract remain the property and deed of the title of James McCreadie & Sons until the full contract price has been paid.

11.2 The outstanding balance (after the initial deposit and any stage payments are paid), is due for payment on the day the installation is completed subject to the conditions 11.3 and 11.4 and no later than 24 hours after satisfactory completion.

11.3 James McCreadie & Sons endeavour to arrange a suitable fitting date with the customer following an order being placed. If, after three such attempts, the customer refuses to accept a fitting date, the Company will treat the customer is in breach of contract and will recover all reasonable losses incurred (including loss of profit).

11.4 In the event of any outstanding issues after practical completion of the contract, the customer may withhold a reasonable sum of the contract value or the value of the issues (whichever is the lesser) until they are resolved.

11.5 Any sum outstanding following 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 3% per month above the current base rate set by National Westminster Bank. The customer will be liable for any costs incurred by James McCreadie & Sons in the recovery of any debt.

11.6 Your failure to pay the balance on completion would be a breach of this agreement.

11.7 James McCreadie & Sons The preferred method of payment is by bank transfer, or by debit or card. Cheque and cash payments are accepted provided they are given to the installer on the final day. If cash is paid, you must request a written and signed receipt from James McCreadie & Sons personnel to whom you hand the cash over to and retain for your record.

12. Guarantee

12.1 The Guarantee will commence at the date of installation. However, any liability of the Company under this Guarantee will not arise unless and until the entire contractual price has been paid however Customers may be able to seek redress by exercising their rights under the Consumer Rights Act 2015. The company will undertake the supply and installation of faulty parts (originally installed by James McCreadie & Sons), adjustments to locks and hinges (to maintain products functionality) for the period specified (dependent on the product chosen) and subject to terms and conditions in sections 12 and 13. This Guarantee does not extend outside the UK. The Guarantee is for buyer only and is non transferrable. We cannot guarantee that parts replaced under Guarantee will be an exact match, for example where there has been a change to specification by Suppliers, products have been upgraded or parts are no longer readily obtainable. Any products found to be faulty under guarantee parts will be replaced free of charge however may incur a labour charge for fitting.

12.2 Products will be Guaranteed for the following periods from the date of initial installation:

White uPVC products Guarantee against colourfastness, warping, workmanship, and functionality – 10 Years
Wood grained uPVC products Guarantee against colourfastness, warping, workmanship, and functionality –

10 Years (with the exception of the coloured and wood grained window, and door panels which are covered by a 5-year Guarantee).

Residential aluminium Products – 10 Years

Timber Products Guarantee against, warping, workmanship, and functionality – 1 Year

Sealed Units into uPVC and aluminium products – 5 Years Guarantee against obstruction of vision arising from deposition of moisture or deterioration of inner glass.

Sealed Units into timber products – 1 Years Guarantee against obstruction of vision arising from deposition of moisture or deterioration of inner glass.

Double glazed units with integral blinds – 5 Years Guarantee against obstruction of vision arising from deposition of moisture or deterioration of inner glass or failure of the blind.

Replacement sealed units into existing frames – 5 Years Guarantee against obstruction of vision arising from deposition of moisture or deterioration of inner glass.

Furniture and locks functional Guarantee – 1 Year (please note, we cannot guarantee the coating on such products which will be subjected to wear and tear, and corrosives and abrasives from the environment).

Commercial Installations (shops, showrooms, offices, colleges, public buildings and rented accommodation) – 2 Years

Fascia, Soffits, Guttering and cladding, have a product performance and workmanship Guarantee against any defect for – 10 Years and a colour fastness guarantee of 1 Year.

12.3 Product guarantees are subject to correct and adequate product maintenance being undertaken. A Product Maintenance Guide will be issued upon completion of installation and is also available on request. The Company must undertake all Guaranteed work. Failure to carry out terms in 12.3 will render the Guarantee null and void.

13. Guarantee Exclusions

13.1 Scratches or breakage of glass after installation.

13.2 Minor imperfections within the glass under guidelines by the Glass & Glazing Federation

13.3 Damage or faults due to accidents, misuse, neglect or attempted forced entry.

13.4 Premature failure of materials due to the purchaser failing to carry out adequate product maintenance.

13.5 The removal and/or re-positioning of the installation or part of the installation, if carried out by persons other than authorised James McCreadie & Sons' personnel.

13.6 Existing timber, adjacent to the installation of James McCreadie & Sons products.

13.7 Leakage or damp around products when it is found that (i) guttering or down pipes is blocked (ii) flooding (iii) hosepipes or pressure washers have been used on or around products (iv) faulty plumbing (v) the door or window lock is not fully engaged (vi) Any other building fault that may have an influence.

13.8 Scratches and marks due to general wear and tear.

13.9 Furniture and hardware coatings.

13.10 James McCreadie & Sons double glazed units are designed primarily to reduce heat loss, which occurs through single glazing and less insulated double glazing. The presence of condensation is dependent upon the environment within the dwelling. For the avoidance of misunderstanding, please refer to the Plastics Window Federation's leaflet about condensation. James McCreadie & Sons gives no Guarantee concerning the incidence, prevention or elimination of condensation following the installation of its products neither do its personnel have authority to give such a Guarantee.

13.11 The company is not responsible for any consequential loss unless this affects the customer's statutory rights.

13.12 In the case of Guttering and down pipes, the purchaser is responsible for ensuring no part of the installation becomes blocked or such a blockage has the potential to cause leakage or damp as detailed in 13.7. James McCreadie & Sons will make a charge for any call out to a blockage which is not caused by a fault of the Companies installation, i.e., downpipes & guttering blocked with leaves, moss, etc.

13.13 Products supplied by the customer for the Company to install.

13.14 Cracks in plaster.

13.15 Movement in brick work carried out by the Company that is due to work that has not been carried out under this contract.

14. Guarantee Claims

The defect is to be reported as soon as reasonably practical upon which the discovery of the defect ought reasonably to have been made. Notification of claim under Guarantee can be by phone, initially and then backed up by written notice within 14 days to the Company. This written notice can be by post or email. When making a claim please quote your Invoice number, date of invoice, full name and address and the product and room location for which you are making the claim.

15. Notice of the Right to Cancel

As all orders for Goods are made to the Buyer's individual requirements this order cannot be cancelled unless the Company is in breach of its obligations to the Buyer. Any contract signed in and off our premises is deemed a legally binding contract.

16. Law

Nothing in these terms affects the Purchasers statutory rights.

James McCreadie & Sons T/A James McCreadie & Sons Registered office: 59 Inglis Street Dunfermline Fife Scotland KY12 7AX

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