

ONSLow COURT

WINDOW PACK INFORMATION FOR REPLACING WINDOWS

If you are considering replacing your windows, it is essential that you bear in mind that Onslow Court has been deemed a building of special interest and therefore maintaining the original look of the building is of paramount importance. There is strict planning permission from Worthing Borough Council with direction that must be followed, to ensure that as leaseholders you do not end up in breach with the Local Authority, which could be costly in both time and money!

To assist and ensure that compliancy is achieved, The Heritage Window Company have been specified as the supplier of the agreed section as no other manufacturers as yet have been able to comply within the planning, fire escape and building regulations that are obligated within the consent process. Their compliant windows are the Beneden Windows range.

The windows at Onslow Court are bound by the terms of the lease which says that windows must be replaced like for like and that the external appearance of the building must not be altered. The windows to the front of the building have been protected by planning approvals since 2013, under application number AWDM/0048/13 (Front elevation planning permission enclosed) and the rear has been protected since 2017 under application AWDM/0057/17 (Rear elevation planning permission enclosed). *

With regards to the rear of the property, we would highlight that special care needs to be taken when replacing the doors as the aperture size is key to compliance with current fire regulations, as in the event of a fire, the rear door to the balcony will be the only means of escape.

Contained within this Window Pack;

1. Planning Consent Front 2013 – issued by Worthing Borough Council
2. Planning Consent Rear 2017 – issued by Worthing Borough Council
3. General information on the Beneden Windows range
4. Specification/drawings of the Beneden Windows range.
5. Price List September 2017 from The Heritage Window Company

The main points to remember when considering your replacement windows;

- They must be metal
- The external appearance must be black
- They must match in style and dimension to the original windows.
- They must match the technical cross sectional specifications.
- They should match in paint surface.

The Heritage Window Company – Beneden Series 3 Windows Range

The Heritage Window Company have supplied information regarding this series and we are happy to enclose this within the window pack. There is an overview on the Beneden Windows range, together with a September 2017 Quotation Guide and drawings.

Please note that although we have supplied The Heritage Window Company 2017 price list, you will need to contact The Heritage Window Company in order to obtain an accurate quotation as they provide a bespoke service specifically tailored to your property. There may be variations of each of the window types, i.e. toughened glass if required, scaffolding requirements if needed and obscure glass etc. Each quotation will be bespoke to your individual requirements, therefore they will carry out individual quotations.

The Heritage Window Company manufactures windows to order in powder coated aluminium. The product is guaranteed for 10 years, approved by Worthing and Adur Council and will fit neatly into existing apertures without major disturbance to existing rendering.

EXTENSION OF OFFER

Please note that The Heritage Window Company have extended their offer of a 10% discount on orders placed by the 31st October 2017.

To arrange a visit in order to obtain an accurate quotation, call the Dorking showroom on 01306 880404.

Finally, if you are in any doubt you must get in touch with the Planning Department of Worthing Borough Council for full and final confirmation that your chosen replacement window complies fully to the parameters set out in the aforementioned planning permissions.

*** As leaseholders you are responsible for the care and maintenance of your windows, this includes the replacement of windows too. Paragraph 3.(C) (i) states that leases should not 'make any structural alteration or structural additions to the Flat nor to erect any new buildings thereon or remove any of the Landlord's fixtures or in any way alter the exterior appearance of the Flat'.**



Planning, Regeneration and Wellbeing

Ms Cath Prenton
Clifford Dann LLP
Albion House
Albion Street
Lewes
East Sussex
BN7 2NF

PLANNING PERMISSION

TOWN AND COUNTRY PLANNING ACT 1990
TOWN AND COUNTRY PLANNING (DEVELOPMENT MANAGEMENT PROCEDURE) (ENGLAND) ORDER 2010

APPLICATION NUMBER: AWDM/0048/13

Details of Development

**REPLACE EXISTING CRITTALL FRONT WINDOWS (WEST AND SOUTH ELEVATIONS)
ON FLATS 1, 1A, 2, 3, 4, 5, 5A, 6, 7, 8, 9, 10, 11, 12, 12A AND 14 TO 30 (CONSECUTIVE)
WITH POWDER COATED ALUMINIUM CRITTALL STYLE WINDOWS (BENENDEN
SERIES 2 : THE HERITAGE WINDOW COMPANY)**

Location of Development

ONSLow COURT BRIGHTON ROAD WORTHING WEST SUSSEX

In pursuance of their powers under the above-mentioned Act and Order the Council hereby notify you that they PERMIT the above development, in accordance with the application and relevant correspondence registered on 6th February 2013.

This is for reasons stated on the schedule overleaf and subject to compliance with the conditions specified thereon.

James Appleton
Executive Head of Planning, Regeneration and Wellbeing
08/03/2013

PTO

SCHEDULE

Reasons for Granting Permission

01. The replacement windows upgrade the property and harmonises with the period character of this designated and attractive and prominent Local Interest Building. As such they comply with Core Strategy Policy 16 and Worthing Local Plan (WBC 2003) (saved policies): H16, CT3, RES7 and H18.

Conditions

01. The development hereby permitted shall be begun before the expiration of three years from the date of this permission.

Reason: *To comply with Section 91 of the Town and Country Planning Act 1990.*

02. The development hereby permitted shall be carried out in accordance with the following approved plans unless specified by any other condition attached to this planning permission:-

2929 -001

2929 -002-A

2929 -003 (first phase of implementation)

2929 -004 (first phase of implementation)

2929 -005 (first phase of implementation)

2929/0015

2929/0016

2929/0017

2929/006; Heritage window company style design sheets (3 sides) quote 20785-RWJB-Allingha

2929/009 Sections Benenden casement windows

Appendix A; 2929/007; Photographs Benenden Series 2 windows power coated aluminium

Reason: *For the avoidance of doubt and in the interests of proper planning.*

03. The development shall be completed within 5 years of the completion of the first phase as described in drawings 2929 -003; 2929 -004 ;2929 -005 (first phase of implementation)

Reason: *To prevent a patchwork visual effect from incremental replacement to safeguard the appearance of this seafront, local interest building in accordance with Core Strategy Policy 16 and Worthing Local Plan (WBC 2003) (saved policy CT3).*

Informatives / Notes to Applicant

01. The Local Planning Authority has acted positively and proactively in determining this application by identifying matters of concern within the application (as originally submitted) and negotiating, with the Applicant, acceptable amendments to the proposal to address those concerns. As a result, the Local Planning Authority has been able to grant planning permission for an acceptable proposal, in accordance with the presumption in favour of sustainable development, as set out within the National Planning Policy Framework.



Development Management

Mr Andy Pascal
Shaw and Company
9-11 The Quadrant
Richmond
TW9 1BP

PLANNING PERMISSION

TOWN AND COUNTRY PLANNING ACT 1990
TOWN AND COUNTRY PLANNING (GENERAL PERMITTED DEVELOPMENT) (AMENDMENT) (ENGLAND) ORDER 2015

APPLICATION NUMBER: AWDM/0557/17

Details of Development

REPLACEMENT OF CRITTALL WINDOWS AND SERVICE DOORS TO REAR ELEVATIONS (NORTH AND EAST) WITH BLACK POWDER COATED ALUMINIUM WINDOWS AND DOORS IN THE SAME CRITTALL DESIGN AND EXTERNAL APPEARANCE AS THE EXISTING WINDOWS AND DOORS

Location of Development

ONSLow COURT BRIGHTON ROAD WORTHING WEST SUSSEX

In pursuance of their powers under the above-mentioned Act and Order the Council hereby notify you that they PERMIT the above development, in accordance with the application and relevant correspondence registered on 17th May 2017.

This is for reasons stated on the schedule overleaf and subject to compliance with the conditions specified thereon.

Gary Peck
Planning Services Manager
28/06/2017

SCHEDULE

Conditions

01. The development hereby permitted shall be carried out in accordance with the following approved plans unless specified otherwise in a subsequent condition imposed on this decision notice.

Reference/Drawing Number	Version	Date Rec
PROPOSED WINDOWS/DOORS A-D	Drg Ref: AP/04	31.05.2017
PROPOSED WINDOWS/DOORS E-H	Drg Ref: AP/05	31.05.2017
PROPOSED WINDOWS/DOORS I-L	Drg Ref: AP/06	31.05.2017
SITE LOCATION PLAN		17.05.2017
BLOCK PLAN		17.05.2017
EXTG CRITTALL WINDOWS/DOORS A-D	Drg Ref: AP/01	17.05.2017
EXTG CRITTALL WINDOWS/DOORS E-H	Drg Ref: AP/02	17.05.2017
EXTG CRITTALL WINDOW/DOORS I-L	Drg Ref: AP/03	17.05.2017
PHOTOS AS EXISTING	Sheets 1-4	17.05.2017
TYPICAL SECTIONS PROPOSED A-B		17.05.2017
TYPICAL SECTIONS PROPOSED C-D		17.05.2017

Reason: *For the avoidance of doubt and in the interests of proper planning.*

02. The development hereby permitted shall be begun before the expiration of three years from the date of this permission.

Reason: *To comply with Section 91 of the Town and Country Planning Act 1990.*

Informatives / Notes to Applicant

01. The Local Planning Authority has acted positively and proactively in determining this application by assessing the proposal against all material considerations, including planning policies and any representations that may have been received and subsequently determining to grant planning permission in accordance with the presumption in favour of sustainable development, as set out within the National Planning Policy Framework.

**TOWN AND COUNTRY PLANNING ACT 1990
TOWN AND COUNTRY PLANNING (GENERAL PERMITTED DEVELOPMENT)
(AMENDMENT) (ENGLAND) ORDER 2015**

YOUR ATTENTION IS DIRECTED TO THE FOLLOWING NOTES FROM THE ABOVE ORDER. THEY ARE FOR INFORMATION ONLY AND DO NOT PRETEND TO SET OUT THE WHOLE OF THE LAW ON THE SUBJECT. IT WOULD BE WELL FOR YOU TO CONSULT YOUR SOLICITOR IF YOU ARE IN ANY DOUBT

Appeals to the Secretary of State

1. If you are aggrieved by the decision of your local planning authority to refuse permission for the proposed development or to grant it subject to conditions, then you can appeal to the Secretary of State under section 78 of the Town and Country Planning Act 1990.
2. If you want to appeal, then you must do so within six months, 12 weeks for a minor commercial (shop front) of the date of this notice. Appeals must be made using a form which you can get from the Secretary of State online at <https://acp.planninginspectorate.gov.uk> or at Temple Quay House, 2 The Square, Temple Quay, Bristol BS1 6PN (Tel: 0303 444 5000).
3. The Secretary of State can allow a longer period for giving notice of an appeal, but he will not normally be prepared to use this power unless there are special circumstances, which excuse the delay in giving notice of appeal.
4. The Secretary of State need not consider an appeal if it seems to him that the local planning authority could not have granted planning permission for the proposed development or could not have granted it without the conditions they imposed, having regard to the statutory requirements, to the provisions of any development order and to any directions given under a development order.
5. In practice, the Secretary of State does not refuse to consider appeals solely because the local planning authority based their decision on a direction given by him.

Purchase Notices

6. If either the local planning authority or the Secretary of State refuses permission to develop land or grants it subject to conditions, the owner may claim that he can neither put the land to a reasonably beneficial use in its existing state nor render the land capable of a reasonably beneficial use by the carrying out of any development which has been or would be permitted.
7. In these circumstances, the owner may serve a purchase notice on the District Council in whose area the land is situated. This notice will require the Council to purchase his interest in the land in accordance with the provisions of Part VI of the Town and Planning Act 1990.
8. Further correspondence about this application should quote the reference number at the top right hand corner of the form.
9. Where this notice conveys approval or permission, conditional or unconditional, please note that the decision given does not purport to convey any consent or approval which may be required under the Building Act and Building Regulations, or any other legislation.

Reduced time for making a planning appeal where enforcement action is being taken

Where an enforcement notice has been served in relation to the same, or substantially the same, development as in the planning application no earlier than 2 years before the date the application was made, the period for receiving a planning appeal is within 28 days of the date on the planning application decision notice or of the date by which the LPA should have decided the application.

Cont.../

However, the LPA may formally decline to determine a retrospective planning application for permission for any development contained within a pre-existing enforcement notice served on or after 6 April 2012, where that notice was issued before the application was received by the LPA (see above). There is no right to make a planning appeal in such circumstances.

Where an enforcement notice was served in relation to the same, or substantially the same, development after the decision notice on the application was issued or after the end of the period the LPA had to determine the application, the period for receiving a planning appeal is within 28 days of the date the enforcement notice was served (unless this would extend the period beyond the normal 12 weeks or 6 months deadline).

THE HERITAGE WINDOW COMPANY

Benenden Windows by The Heritage Window Company

Heritage Window Overview

- All frames are maintenance free white in / black out powder coated Aluminium (guaranteed 10 years)
- All locking systems are high security multi-point locking with key locking handles
- Frame sizes are almost identical to the existing windows and have been approved by Worthing & Adur Council
- All double glazed are 24mm soft coat Low E energy efficient glass, warm edge spacer bars and Argon gas filled sealed units. Low Iron to outer pane
- Excellent site lines in keeping with Crittall windows
- All designs available to match those of Onslow Court
- All windows are fully 'Assured' certified and compliant to current Document L2 of Building Regulations
- All windows are security glazed for excellent security without the glazing able to be removed from the outside
- Our Benenden windows are available in a choice of colours including dual colour, i.e. black out and white in
- The slim line depth of 43mm means that the Benenden windows will neatly fit into existing apertures at Onslow Court without major disturbance to the existing rendering

HEAD OFFICE

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Fax: 01323 410001
www.thwc.co.uk

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Dorking, Surrey
GU10 1JH
Tel: 01306 860000
Fax: 01306 860001
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SEVENOAKS

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Sevenoaks, Kent
TN11 9JL
Tel: 01795 530000
Fax: 01795 530001
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LOUGHTON

10, The Square
Loughton, Essex
SS21 6JL
Tel: 01277 210000
Fax: 01277 210001
www.thwc.co.uk

BEACONSFIELD

10, The Square
Beaconsfield, Bucks
MK41 1JL
Tel: 01494 410000
Fax: 01494 410001
www.thwc.co.uk



Email: sales@thwc.co.uk
www.TheHeritageWindowCompany.co.uk

The Heritage Window Company Limited

Registered in England and Wales No. 4130929 V.A. Reg No. 005609614

Registered Office: Unit 23A-25, Bullingham Industrial Estate, Southdown Way, Lymington, Hants.



THE HERITAGE WINDOW COMPANY

September 2017 Quotation Guide

Site Address: Onslow Court, Brighton Road, Worthing BN11 2PL

Specification:

Framing System: Benenden Series 2, 3 & 4 Slimline Thermally Efficient Aluminium

Product Code: HWC-Ben2-Mpt-Win / HWC-Ben3-Mpt-Dr / HWC-Ben4-Mpt-Dr

Colour: Gloss White in & Satin Black out, powder coated with marine coat finish

Timber Sub-frame: No – fitted direct to brick / stone

Locking System: Multi-point locking

Glazing: Plain double glazed units 4/16/4 (24mm overall) Low 'E' glass to inside pane, argon gas fill with warm edge spacer bar and low iron glass to outside pane

Special Requirement: All glazing must meet the requirements of BS 6262 Safety Code of Practice and be in full compliance with current Building Regulations

- Toughened safety glass to items 1, 2 & 5
- Obscure glazing to items 2, 3, 5, 6, 7 (all lower parts) & item 8
- Price includes: careful removal and disposal of all existing windows and doors, making good wall, removal and disposal of secondary glazing, Price does not include decoration or replacement of internal window boards if required.

Schedule: Supply and install double glazed – Old materials removed from site

Rear Windows

<u>Item</u>	<u>Location</u>	<u>Window Style</u>	<u>Total</u>
1	Type 1 Rear	See Style Sheet	2,458
2	Type 2 Rear	" "	4,393
3	Type 3 Rear	" "	820
4	Type 4 Rear	" "	1,936
5	Type 5 Rear	" "	1,703
6	Type 6 Rear	" "	958
7	Type 7 Rear	" "	1,054
8	Type 8 Rear	" "	478
9	Type 9 Rear	" "	1,876
10	Type 10 Rear	" "	2,724

HEAD OFFICE

100, The Old Mill
 Mill Lane
 Mill Lane
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 Mill Lane
 Mill Lane
 Mill Lane

DORKING

100, The Old Mill
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SEVENOAKS

100, The Old Mill
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LOUGHTON

100, The Old Mill
 Mill Lane
 Mill Lane
 Mill Lane
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 Mill Lane

BEACONSFIELD

100, The Old Mill
 Mill Lane
 Mill Lane
 Mill Lane
 Mill Lane
 Mill Lane



Email: sales@thwc.co.uk
www.TheHeritageWindowCompany.co.uk



The Heritage Window Company Limited
 Registered in England and Wales No. 41,809,293 at Reg. No. 05 9,293 04
 Registered Office: Unit 23/24, Bell Busby Trade Centre, Southdown Way, London SE1, UK

Front Windows

<u>Item</u>	<u>Location</u>	<u>Window Style</u>	<u>Total</u>
11	Type 1	" "	1,451
12	Type 2	" "	1,697
13	Type 3	" "	2,463
14	Type 4	" "	2,868
15	Type 5	" "	3,226
16	Type 6	" "	3,991
17	Type 7	" "	5,435
18	Type 8	" "	6,414
19	Type 9	" "	7,937
20	Type 10	" "	9,835
21	Type 11	" "	13,491
22	Type 12	" "	14,717
23	Type 13	" "	15,287

Extra's

1	Aluminium corner posts each to all Bays (price per post)	£200
2	Aluminium projecting cills to all balconies (price per metre)	£35
3	Aluminium cill pressing to existing structural bay poles (price per pole)	£90

Optional Extra's

1. If you require Heritage traditional style handles add £27 each.

Terms of Business:

- o Payment terms: -
 - o 25% deposit; 60% prior to commencement of installation; and 15% on receipt of notice from the Company of substantial completion.
- VAT is included in price quoted
- All Quotations are subject to survey
- Estimated Delivery: 10 - 12 weeks from survey approval and sign off by the Customer
- 10-year Insurance-backed Warranty guaranteed by DGCOS
- Price held for 30 days from above date

Please do not hesitate to contact me on 07885 475318 or email: dorking@thwc.co.uk, should you have any queries.

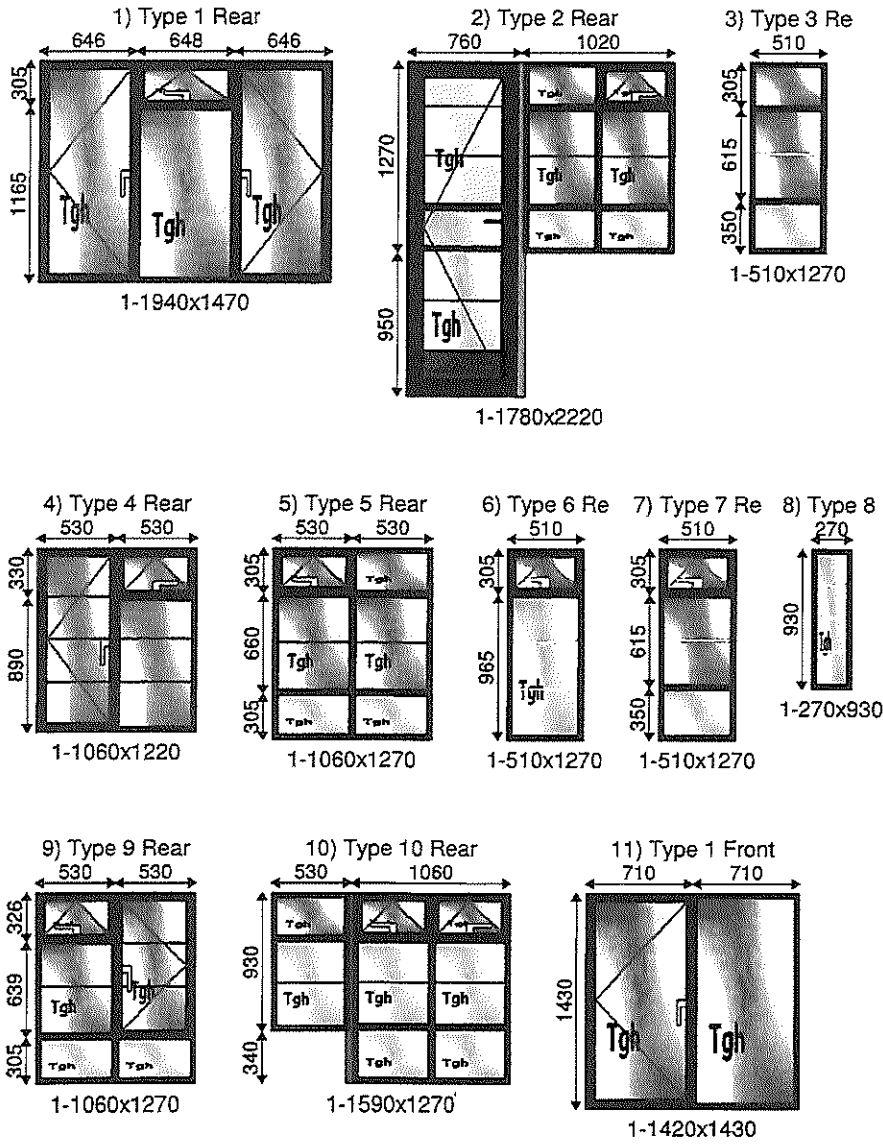
Assuring you of our best attention at all times.

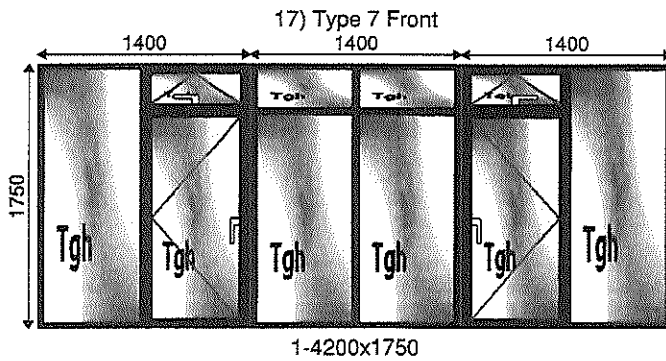
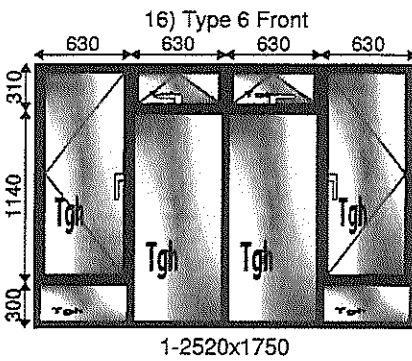
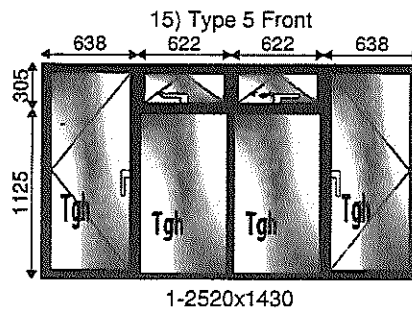
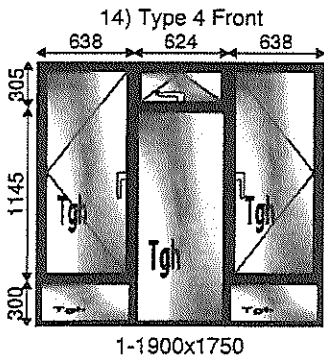
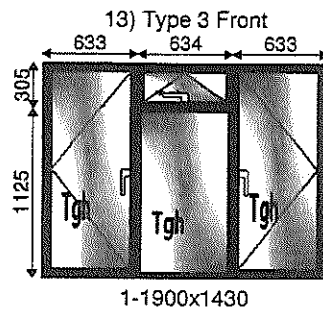
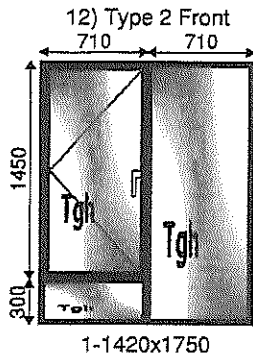
Yours sincerely

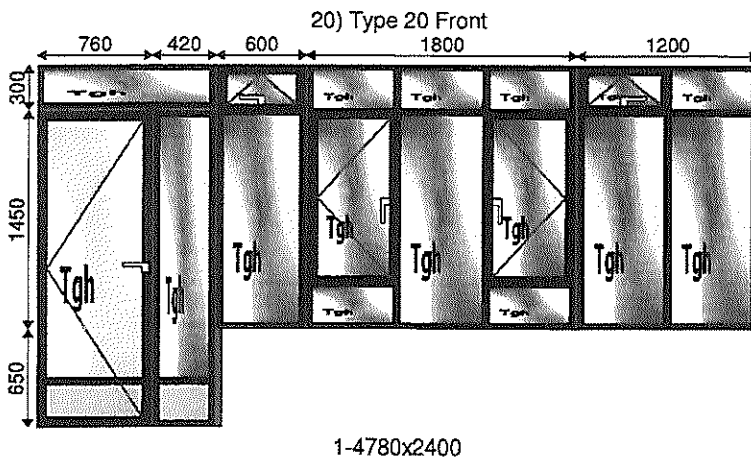
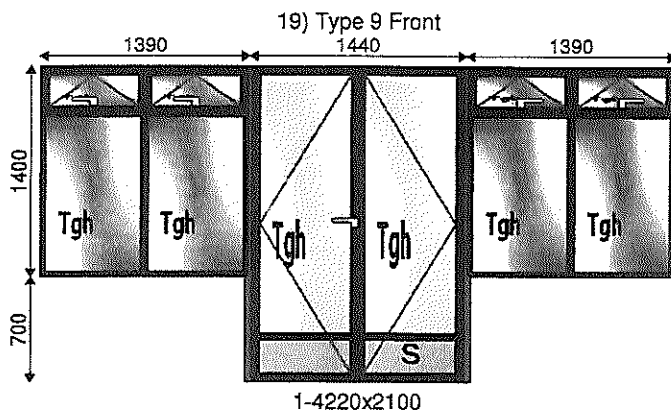
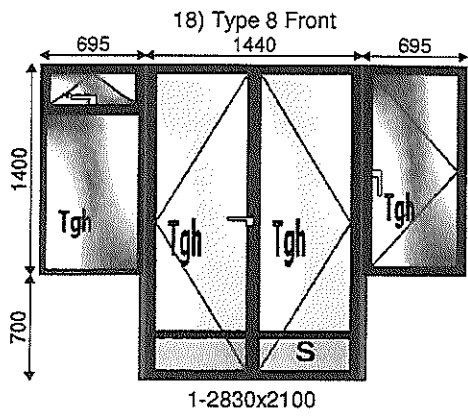
Russell Windram
Area Sales Manager

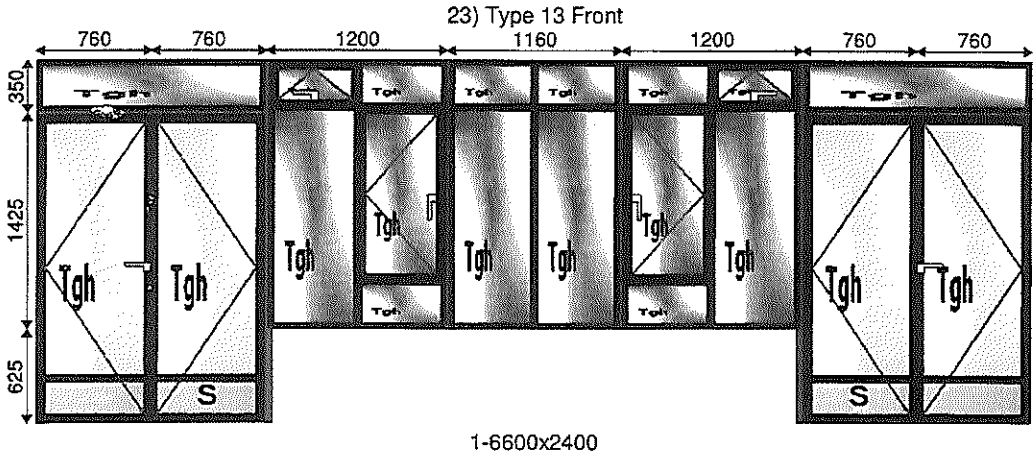
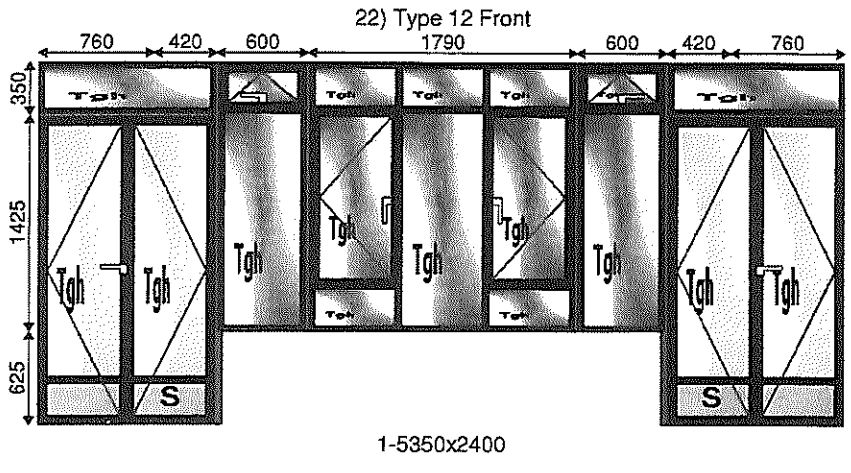
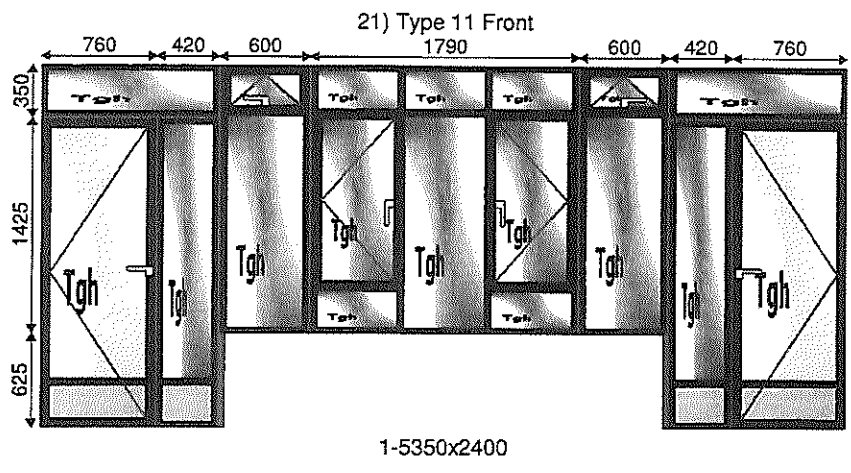
Customer Details
ONSLow COURT

Quote No: 35766-ONSLow COURT
Date Printed: 12 September 2017 11:26









THE HERITAGE WINDOW COMPANY LIMITED
PURCHASE AGREEMENT
for 'Supply Only' and for 'Supply and Installation' orders

1. DEFINITIONS

- a) **"Company" or "THWC"** means The Heritage Window Company Limited of Units 23-24, Bellingham Trading Estate, Franthorne Way, Randlesdown Road, London SE6 3BX.
- b) **"Premises"** means the delivery address provided by the Purchaser in writing at the time of order.
- c) **"Product" or "Products"** means those items detailed in the Quote, if applicable, as varied by a VOC.
- d) **"Purchase Agreement" or "Agreement"** means this contract for purchase of the Product entered into by the Purchaser and the Company following the acceptance of the Quote. These terms and conditions, together with the Quote and any VOC, form the Purchase Agreement.
- e) **"Purchaser"** means you as the purchaser of the Product and/or services.
- f) **"Quote"** means the written quotation including details of the required works provided by the Company to the Purchaser as attached hereto and as signed by the Purchaser.
- g) **"VOC"** means any variation to the Quote and to this Agreement, which must be in writing and signed by both parties.

2. **PRODUCT PURCHASE:** The Company agrees to supply the Products and, if applicable, provide the installation services, in consideration for payment of the fee set out in the Quote, as varied by any VOC. For the avoidance of doubt, if the Purchaser does not sign and return any proposed VOC within thirty (30) days, the Company shall have the right to terminate the Agreement by written notice and in the event of such termination, the Company shall refund any deposit already received (less the survey fee).

3. **ILLUSTRATIONS:** Any illustration(s) in the Company's promotional literature and documentation are for the Purchaser's guidance and information only and will not be to scale.

4. SURVEY - FOR SUPPLY-ONLY ORDERS

- a) A survey may be provided on request for Products purchased hereunder on a "price on application" basis.
- b) In the event of any such survey being undertaken, the Purchaser agrees to accept the reasonable terms of the resulting survey report.
- c) If no survey is required and/or undertaken, the Purchaser shall be solely responsible for providing fully accurate dimensions in relation to the Product and/or installation.
- d) This Purchase Agreement is conditional upon the Company's approval of the Quote or VOC following inspection.
- e) The Company reserves the right to make minor modifications to the Quote as the Company deems reasonably necessary.

5. SURVEY - FOR SUPPLY AND INSTALLATION ORDERS

- a) This Purchase Agreement is conditional upon the Company's confirmation of the Quote following inspection by the Company's surveyor.
- b) The Company reserves the right to terminate and withdraw from the Agreement (with no further obligation or liability to Purchaser or Company) by written notice following such survey. In the event of such termination/withdrawal, the Company shall refund any deposit already received (less the survey fee).
- c) The Company reserves the right to make minor modifications to the Products as the Company deems reasonably necessary.

- c) Any additional products or services generated from the survey report which lead to a variation in cost to the Purchaser will be subject to a VOC (and, for the avoidance of doubt, such VOC will supersede the Quote and any prior correspondence).

6. PRODUCT

- a) Demonstration windows, doors and other Products are used to demonstrate the working of a typical Product, and accordingly are sample Products only. The windows or other Products detailed in the Quote are manufactured and/or installed by the Company as closely as possible to the demonstration specification whilst using such manner and materials as the Company reasonably considers suitable and, pursuant to the Company's policy of continuous improvement of the Products, the Company reserves the right to make modifications in design, specification or composition of the Products in its reasonable discretion. For the avoidance of doubt, however, the overall specification or composition of the Products shall be substantially similar to samples available at the date of this Purchase Agreement.
- b) Please note that the Company's double glazing units are designed primarily to reduce the heat loss which normally occurs through single glazing. The occurrence of condensation on the outer face of the units will depend primarily upon the environment within the dwelling. For further details, please refer to the Company's published literature regarding condensation (available on request). Accordingly, please also note that the Company gives no warranty concerning the incidence, prevention or elimination of condensation following the installation of the Product.

7. PREMISES

- a) The primary purpose of the Company's site inspection is to ascertain sizes and the feasibility of the installations shown in the Quote and will not include a general or structural survey of the Premises. Such inspection will be confined to those areas of the Premises which directly relate to the proposed installation. The Company will not be responsible for remedying any defect in the Premises existing before the installation (or delivery) date or for any damage arising therefrom.
- b) The Company may require provision for the secure storage of Products at the Premises for the duration of the work period.
- c) The Purchaser shall be responsible for ensuring that the Products and their installation comply with all local planning, conservation and similar requirements and for obtaining all relevant consents.

8. DELIVERY

- a) The estimated period for delivery shall run from the date of this Purchase Agreement (or, where this Agreement is financed by a building society or finance company, from the date confirmation of approval of the loan is received) or, if later, from the date of Company's acceptance of the relevant surveyor's report. The Purchaser acknowledges and agrees that the stated time for delivery of the Product is only an estimate and that time is not of the essence for the purposes of this Agreement. If any VOC has been agreed, the estimated period for delivery will run from the date of such VOC (or, if later, the date confirmation of approval of such loan is received).
- b) Upon receipt of notice that the Products are ready for delivery (and subject to any prior arrangements agreed with the Company in writing), the Purchaser shall promptly provide reasonable access to the Premises.
- c) The Purchaser acknowledges and agrees that supply of the Product will necessarily incur a delivery charge which is dependent upon value, volume and distance. This charge will vary in accordance with courier and fluctuating fuel costs. The Company shall endeavour to provide a reasonable prior estimate of such cost on request.
- d) The Purchaser shall promptly reimburse the Company for any additional charges properly arising from any unreasonable non-acceptance of the Product by the Purchaser. Further, if the Purchaser's acts (or omissions) prevent the Company from successfully delivering the Product on the agreed date, the Company reserves the right to charge the Purchaser a reasonable fee for costs arising from such altered delivery (which is likely to be a minimum of £500 plus VAT) and/or any additional costs arising from resulting storage fees.

9. RISK AND TITLE IN AND TO THE PRODUCTS

- a) Title in and to the Products shall remain with the Company and shall not pass to the Purchaser until the total amount due to the Company (including any applicable interest and costs) has been received in full by the Company.
- b) Until title passes, the Purchaser shall hold the Products as bailee for the Company.
- c) Without prejudice to its other rights hereunder, the Company may, at any time before title passes to the Purchaser, repossess and dismantle and/or use or re-sell all or any of the Products in its own discretion and by doing so automatically terminate the Purchaser's right to use, sell or otherwise deal with such Products. For such purposes, the Purchaser hereby permits the Company (or the Company's authorised agent) to enter the Premises.
- d) Risk in the Product shall pass to the Purchaser when the Company makes the Products available to the Purchaser (or any agent or carrier appointed by the Purchaser) at the Company's Premises or other delivery point agreed by the parties.

10. ADDITIONAL WORK FOR SUPPLY AND INTALLATION CONTRACTS

- a) The Company will not move or adjust fixtures, or fittings (or utilities or other services which are ancillary to the basic structure of the property, including without limitation radiators, pipes, electricity, telephone or television cables, etc).
- b) The Company will use reasonable endeavours to ensure that work completed on the Premises matches 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 or similar material. When variations occur in existing plaster lines, the Company cannot guarantee that equal amounts of subframe will be visible all round.
- c) The Company will make good any damage caused by the Company in the course of installation to plaster, floor, rendering, brickwork or pointing immediately surrounding any window or door installed but cannot guarantee against superficial damage to surrounding wallpaper and paintwork or damage to ceramic tiles in the same or surrounding area. The making good of any such damage shall be the Purchaser's sole responsibility.
- d) The Company will not undertake to remove intact any existing glass, frames or secondary double glazing units, or to remove or replace existing secondary double glazing units, without causing damage. The making good of any such damage shall be the Purchaser's sole responsibility.
- e) All materials removed during the course of installation will be cleared from the Premises and cannot be retrieved or replaced thereafter. If any materials are required to be retained this must be timely notified in writing to the Company and is subject to the Company approval in each case (not to be unreasonably withheld).
- f) The Company will not accept any responsibility or liability for existing defects in the structure of the property (such as structural cracks, existing cracks or live plaster, or lack of lintel support above the windows to be replaced).
- g) If the amount of site waste is sufficient to necessitate substantial or third party waste clearing, the Purchaser will be liable for payment of any and all related costs.
- h) In the event work cannot be completed due to site conditions or restrictions (for example sealing up after fitting), and return visit(s) and/or additional services are required to complete the work, the Company reserves the right to apply reasonable charges for any such additional visits or services.

11. LIMITATION OF LIABILITY

- a) The Purchaser agrees that the Company's liability to the Purchaser hereunder shall be limited to the amount the Purchaser has actually paid to the Company for the Product under this Agreement. Except as set out herein, the Company shall not be liable for any indirect or consequential loss of any kind in contract, tort or otherwise arising hereunder.

Nothing in this Agreement shall operate to limit or exclude liability for death or personal injury caused by negligence of the Company.

- b) If the Purchaser establishes that any Products have not been delivered, have been delivered in a damaged state or do not comply with the applicable description, the Company shall, at its option, either replace with similar products or allow the Purchaser credit for the relevant invoice value or for costs of repair.
- c) For the avoidance of doubt, the Company shall not be liable for any delay in delivery, and/or delay to completion of the work, which arises from cause(s) beyond its reasonable control.

12. PAYMENT

- a) For Supply Only orders, payment (in cleared funds) shall be made as follows:
 - o Deposit: 50% of the total contract value upon placing of the order (plus 50% of any increased value under any VOC payable on signature of the applicable VOC).
 - o Full balance payable prior to collection or delivery.
- b) For Supply and Installation orders, payment (in cleared funds) shall be made as follows:
 - o Deposit: 25% of the total contract value payable on acceptance of the Quote (and prior to Company's survey), plus 25% of any increased value under any VOC payable on signature of the applicable VOC.
 - o 60% on or prior to commencement of installation (or, if earlier, on delivery).
 - o 15% payable on receipt of notice from the Company of substantial completion.

For the avoidance of doubt, in every case the full balance of all payments hereunder is payable immediately on substantial completion (as reasonably determined by the Company) and must be paid, or made available for collection by the installation team, at such time.
- c) Any late payments or other sum(s) outstanding at any time will be subject to interest at the rate of five percent (5%) above the then current annual base rate of Lloyds Bank plc, calculated daily from the date such payment was due to the date of actual payment.
- d) For the avoidance of doubt, any minor defect(s) in the completed work shall be rectified in accordance with the Warranties set out below and, notwithstanding such guarantee, any failure to pay the full balance as set out above shall constitute a material breach by the Purchaser of this Agreement.

13. WARRANTIES:

For a period of up to ten (10) years from the date of installation, the Company undertakes to repair or replace double glazed units or profile materials (other than mechanical parts) free of charge where and to the extent any such fault is the sole result of defective materials or workmanship in or on any window or door frame installed by the Company. All mechanical parts (such as locks, hinges, handles, etc that are subject to wear and tear) are guaranteed against malfunction under normal use for a period of up to one (1) year after installation.

No warranty, guarantee or representation hereunder shall apply to:

- a) Minor imperfections within glass or any incidence of condensation;
- b) Damage or fault(s) due to accidents, misuse or neglect;
- c) Damage or fault(s) due to inadequate maintenance;
- d) Damage or fault(s) resulting from removal and/or repositioning of the installation (or part of the installation) carried out by persons other than the Company;
- e) Damage to existing timber, adjacent to the installation of Products, remaining at the Purchaser's request;
- f) Expansion or contraction of PVCu framing during hot weather (which may cause locking mechanisms to bind).

Notification of any claim under such warranty must be by written notice received within 28 days of the date upon which the discovery of the defect or fault ought reasonably to have been made.

14. **CONDENSATION**

- a) The Company's double-glazing units are designed primarily to reduce the heat loss which occurs through single-glazing and the presence of condensation will depend upon the environment within the dwelling. For further information, please refer to the Company's leaflet about condensation (available on request).
- b) For the avoidance of doubt, the Company gives no warranty concerning the incidence, prevention or elimination of condensation.

15. **ALTERNATIVE DISPUTE RESOLUTION FOR SUPPLY AND INSTALLATION ORDERS**

- a) Any dispute which arises in relation to a Supply and Installation order shall be submitted to the Double Glazing and Conservatory Quality Assurance Ombudsman Scheme ("DGCOS") (or, where appropriate, directly to the Ombudsman) for mediation or determination/arbitration.
- b) Where a matter has been so referred and has not been resolved within one month (or such later time as the parties may agree in writing) either party shall have the right to request arbitration and/or determination by the Ombudsman pursuant to the rules of The Quality Assurance Ombudsman Scheme, 1996 (as amended from time to time).
- c) In the event of any such dispute, the Purchaser shall not be entitled to withhold payment of undisputed sums.

16. **NOTICES**

- a) Written notice where required shall be given by recorded delivery post or by hand during office hours, to the relevant address set out above with a written acknowledgement or confirmation retained.
- b) The Purchaser agrees to provide the Company with timely written notice and subsequent reasonable opportunity to investigate and/or remedy any complaint or issue arising from supply or installation hereunder.

17. **COOLING OFF PERIOD (RIGHT TO EARLY CANCELLATION) - FOR SUPPLY AND INSTALLATION ORDERS ONLY**

- a) This Agreement for Supply and Installation Orders may be terminated (i.e. cancelled) by the Purchaser for any reason by written notice sent to the Company's address shown above, provided such notice is received no later than the end of the fourteenth (14th) day following the date of the Purchaser's acceptance of the Quote (and in such case the Purchaser's deposit shall be refunded in full, less any applicable survey fee).
- b) Where, following the survey, a VOC has increased the price shown in the Quote, the Purchaser shall be entitled to not accept such VOC, cancel such order and terminate this Agreement by written notice, provided such notice is received within fourteen (14) days of the date of the issue of such VOC, and provided that the Purchaser has paid the Company for the cost of the survey (and, in such case, the Purchaser's deposit shall be refunded in full, less any applicable survey fee).
- c) For the avoidance of doubt, there is no right to early cancellation (or "cooling off") for supply only orders.

18. **GENERAL**

- a) Save as otherwise set out above and to the fullest extent of applicable law, all Products are provided without any warranties or representations of any kind, either implied or express.
- b) This Agreement (including schedules) constitutes the entire agreement between the parties on the subject matter hereof.
- c) If any part, term, or provision of this Agreement shall be held by a court of competent jurisdiction to be illegal, unenforceable, or in conflict with any relevant law, the remaining portions or provisions shall still remain valid and continue in full force and effect.
- d) This Agreement shall be governed by and in accordance with the laws of England and Wales. Any disputes arising under or in connection with this Agreement shall be subject to the exclusive jurisdiction of the English Courts.