



ADP Windows Ltd Contract Agreement

This Contract or Agreement (the “Agreement”) is made between the following parties:

Company: ADP Windows Ltd, 28 Victoria Road, Ruislip, United Kingdom, HA4 0AB.

In these conditions of sale ‘the Company’ means as per the details in the header.

The ‘*Customer*’ means the person, firm or company from whom the Company accepts the order. ‘*Goods*’ means goods or services which are subject of such an order be it placed in writing.

1) BACKGROUND:

- a) The Customer is confident that the Company has the necessary qualification, experience and abilities to provide services to the Customer.
- b) The Company is agreeable to provide such services to the Customer on the terms and conditions set out in this Agreement.

2) SERVICES PROVIDED

- a) The client hereby agrees to commission ADP Windows Ltd to execute the order. The services will also include any other tasks which the Parties may agree on, and which will be described in detailed order form attached to this contact.
- b) The Company hereby agrees to provide such services to the Customer. The Customer agrees to purchase and have installed the Goods specified in the form of the order.

3) TERM OF AGREEMENT

- a) The term of this Agreement (the “Term”) will begin on the date of this Agreement and will remain in full force and effect until the completion of the services, subject to earlier termination as provided in this Agreement. The Term may be extended with the consent of the parties or in unforeseen and not controllable circumstances impacting the Company’s trade or Customer’s possibility to allow the installation.

4) PERFORMANCE

- a) The parties agree to do everything necessary to ensure that the terms of this Agreement take effect.

5) CURRENCY

- a) Except as otherwise provided in this Agreement, all monetary amounts referred to in this Agreement are in GBP.

6) PAYMENT

- a) A 50% deposit is required prior to survey
- b) Once all details are confirmed upon survey a final contract will be issued and sent to the customer as an order confirmation to be signed. All details are confirmed by the customer.
- c) The remaining 50% is required to be paid 48 hours prior to the fitting date.
- d) No work will commence until the order is paid in full
- e) In case of installation split into stages and final payment agreed in contract to be split into instalment payments linked to the installation stages, the full balance of each instalment will be due 48h prior to the start of the installation stage.
- f) We reserve the right to cancel the installation if this payment is not made prior to our fitting team's arrival to the site address
- g) The balance is to be paid to us on delivery of products for 'supply only' orders.
- h) We will retain ownership of any Goods until you have paid for them (whether the Goods are delivered or have been subject to the Services we are to perform concerning them)
- i) The customer has the right to withdraw from the contract, please refer to the clause below. The Customer has the right to withdraw from the contract within 14 days from signing it. The deposit will be refunded excluding costs incurred due to ordering of materials and manufacturing. After the elapse of this time the deposit will not be refunded. Please note that the orders which are made and completion required urgently are excluded from the ordinary cooling-off period (14 days) and the deposit return shortened to 24hrs in case of withdrawal from such contract.
- j) The final agreed price is subject to survey. Should any sizes differ to the quoted sizes, the final price might be subject to change.

7) PENALTIES FOR LATE PAYMENT

- a) If this contract is terminated by the Customer prior to completion of the services but where the services have been partially performed, the Company will be entitled to pro rata payment of the payment to the date of termination provided that there has been no breach of contract on the part of the Company.

8) SURVEY

- a) The agreement is conditional upon satisfactory survey by the Company. If in the opinion of the Company, surveyor or our technical staff that the work cannot be carried out the Company will write to the Customer giving the reasons. If no satisfactory alternative can be agreed then the Company will cancel the agreement in which event any deposit will be refunded, less any costs incurred by the Company.
- b) Should the order be cancelled after the survey has been concluded a £250+Vat charge will be applicable.

9) PREMISES

a) The main purpose of the surveyor's inspection is to ascertain the feasibility of the installation shown on the schedule of work. His inspection will be confined to those areas which directly relate to the proposed installation, and he will not undertake, nor shall the Company be responsible for general survey of the premises.

b) The Company will not be held responsible for remedying any defects that existed before the installation or for any damage arising from such a defect.

c) The Company will not be held responsible for any lack of adequate support such as lintels within the existing structure during the course of fitting the Company's products.

d) It is the responsibility of the Customer to ensure any work carried out to the property is not in contravention of any Covenants of Byelaws held over the property.

10) ILLUSTRATIONS AND DRAWINGS

a) Any illustrations on the order schedule of work or in Company's promotional literature are for Customer information only and will not be to scale. The Customer accepts that the size, scale and colour may differ from any illustrations.

b) Any variation of this agreement by the Customer named above must be agreed with the Company and confirmed in advance in writing. The price will be affected by any material changes that the Customer requests or which are agreed and deemed necessary following the survey. The Company may make minor technical changes to the specification or products, which will not be detrimental to their appearance and will not affect the price.

11) ADDITIONAL WORKS

a) The Company will not undertake to move any fixtures, fittings, furniture or relocate services such as pipes, cables, radiators or burglar alarms.

b) Any cables, TV aerials, doorbells or other 3rd party items nearby the fitted products will be the responsibility of the customer.

c) The Company will make good around the exterior part of the windows

12) FITTING

a) Company will inform the Customer about the exact date and planned time of installation. On occasions, if the assembly team is available sooner the Company might try to start the work sooner with shorter notice by agreement of both parties.

b) In exceptional circumstances, the time limit for installation may be extended. In such case, a representative of the Company is obliged to inform the Customer in advance about the circumstances and inform him about the new date of installation.

c) The new date will be set in consultation with the Customer. Postponement of the installation from reasons uncontrollable and unforeseen by the Company (e.g. lockdowns, bad weather conditions) will be not a reason to reduce the price of the full project. The Customer, by signing this contract, accepts to have the knowledge of possible delays related to post Brexit and Covid.

d) The Services will be provided with reasonable skill and care. The Company will try to keep the disruption to water, gas and electricity supplies to a minimum.

e) The Company will be not responsible for errors committed by third parties not employed by the Company. If those errors affect the installation of the Goods and attract additional work or hiring of another subcontractor to repair them prior to the installation process, then this service will attract disbursement payable fully and upfront by the Customer. The Company reserves the right to make minor variations in the specification of any products at its discretion and without prior notice to the Customer, in keeping with the Company's policy of continuous development and improvement. Any specification changes will be of an equal or improved product standard.

f) If the openings specified by the Company have not been properly prepared by the Customer / their contractors by the Installation Date(s) the Customer will be liable to pay an abortive fee of £750+Vat in addition to the price. The Customer will be required to confirm that the openings have been properly prepared the Company shall then agree a mutually convenient revised Installation date(s). The abortive fee is payable in full prior to revised Installation Date(s).

g) After replacement ADP Windows Ltd will ask FENSA to send you an installation certificate (waiting time of two to eight weeks). FENSA is not applicable to new openings or to "supply only" orders

13) GUARANTEE

a) In addition to statutory rights the installed products are guaranteed for 10 years and 5 years for hardwood from the date the installation in respect of any faults which appears as a result of defective material or workmanship in accordance with Company's Guarantee Certificate and the limitations referred to therein. If repairs are necessary for faults resulting from neglect or misuse or by the use of improper cleaning materials, then these would have to be carried out at a cost to the Customer. After the first year from the installation there will be a 180+VAT call-out charge. Any parts to be changed will be chargeable to the customer unless they are covered by the guarantee.

Guarantee for parts is valid for 3 years when installed by us or 1 year when done on a supply only basis

14) OUTSTANDING PAYMENTS

a) As a result of random events or third parties, slight damage to individual elements of the Goods may occur, which the Company undertakes to remove as soon as possible. Defects resulting from this situation do not entitle the Customer to postpone the payment date for the installation to a later date or underpayment.

15) VAT

a) VAT is payable by the Customer at the appropriate rate

b) Should the Order be 5% or 0% VAT rated, appropriate certification must be provided prior to the payment of the deposit

16) DELIVERY

a) The Company will not be deemed liable for any delay in the completion of the work which arises from causes beyond the control of the Company (including not limited to fire, flooding, civil disturbance, strike action by others, criminal damage or acts of war and Covid-19).

17) COMPLAINTS

a) The Customer agrees to notify the Company and to give reasonable opportunity to remedy any complaint that the Customer may have in respect of the works undertaken by the Company.

18) Terms and conditions

a) By making an advance payment of 50%, the client accepts the above agreement and terms and conditions with ADP Windows LTD.