

JOEDAN

HOME IMPROVEMENTS

Windows & Doors - Replacement

Customer Copy
Design Proposal - Ref: JW4376

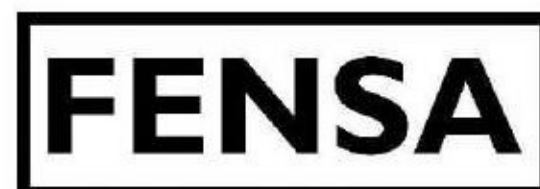
Designer: Declan Averiss
Retail Sales Manager

Lusso

THERMAL ALUMINIUM WINDOWS & DOORS



Glass & Glazing Federation



Registered Company

Joedan Manufacturing UK Ltd * Head Office & Showroom Unit 3 * Joedan Park * Northway Gate * Ashchurch * Tewkesbury * Gloucestershire * GL20 8JP
t. 01684 274000 * f. 01684 274200 * e. windows@joedan.co.uk * www.joedan.co.uk

A member of the JOEDAN HOLDINGS group of companies.

Registered in England No 01923313 * Registered Office: Parmenter House * 57 Tower Street * Winchester * Hampshire * SO23 8TD * VAT No GB705326459

Order No. JW JW4376

Contract between Joedan Manufacturing UK Ltd and:

4 Hailes Green
Hailes
Cheltenham
Gloucestershire
GL54 5PB

email: paz7474@gmail.com

Installation Address (if not as above):

Representative's Name:

Declan Averiss

Installation is 10 to 12 weeks from completion of technical survey

Please Read Carefully Before Signing

The undersigned (hereinafter called the 'Purchaser') agrees to purchase from Joedan Manufacturing UK Limited a Window & Door Installation (to include all labour and materials as scheduled) to be installed at the Property detailed in this Schedule and to be carried out in accordance with the terms and conditions attached.

This contract includes 11 pages

AS WITNESS the hand(s) of the Purchaser(s) and the duly authorised representative of Joedan Manufacturing UK Limited this the 17th day of December 2020.

For and on behalf of Joedan Manufacturing UK Limited and I

acknowledge receipt of £ p. Initial Deposit Cheque/Cash

Signed

Contract Price (exclusive of VAT)

Add VAT @ 20.00% (See condition 10)

TOTAL COST

LESS Deposit

Balance due on completion

Finance Option required?

Insurance Backed Guarantee

Standard requirement

Deposit taken. IBG certificate to follow direct from IWA

I / We have read this document and the terms and conditions attached hereto and fully understand the same and acknowledge having received a true copy of it including the notice of my / our rights to cancel the Contract and the detachable slip provided below for that purpose.

Signed PURCHASER

Print Full Names(s)

Remarks:

Technical survey to not take place until customer has confirmed whether planning permission is required / accepted.

Complete despatch and return this form ONLY IF YOU WISH TO CANCEL THE CONTRACT

To: Mr John Purcaro, Joedan Manufacturing UK Limited

Unit 3, Joedan Park, Northway Gate, Ashchurch, Tewkesbury, Gloucestershire, GL20 8JP

I / We* hereby give notice that I / We* wish to cancel my / our* contract

(* Please delete as appropriate)

From:

4 Hailes Green

Hailes

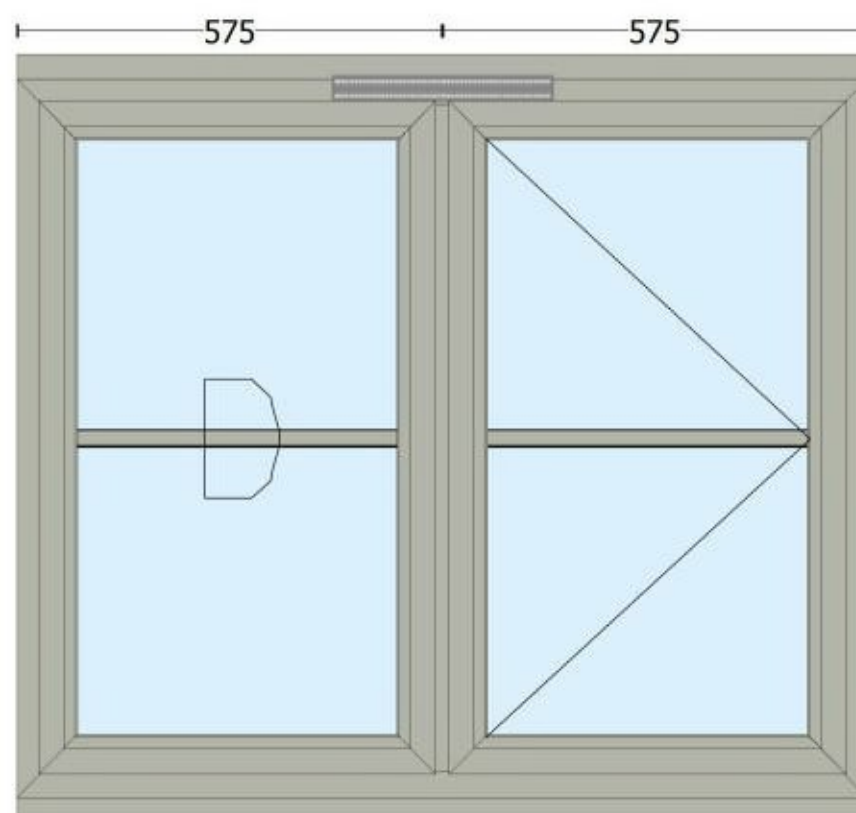
Cheltenham

Gloucestershire

GL54 5PB

Contract Ref: JW4376 17122020

Item: 1	Front Bedroom
Style 22	EL75 Flush Aluminium System



Viewed from outside

Detailed Specification - Casement window

Width (mm)	1150 (1150)	Height (mm)	1000 (938)
External Outer Frame Finish	RAL7032 Matt		
Internal Outer Frame Finish	RAL7032 Matt		
External Casement Vent Finish	RAL7032 Matt		
Internal Casement Vent Finish	RAL7032 Matt		
Frame Type	APE7021		
Transom Type	APE7056 transom		
Mullion Type	APE7056 mullion		
Sash Type	APE7033 Flush		
Bead Colour	RAL7032 Matt		
Handle Locking	Antique Black Monkey tail Maco Espagnolette		
Manual Restrictor	Not Required		
External Cill	30 x 155mm Subcill		
Cill External Colour	RAL7032 Matt		
Cill Internal Colour	RAL7032 Matt		

Spacer bar: Black spacer

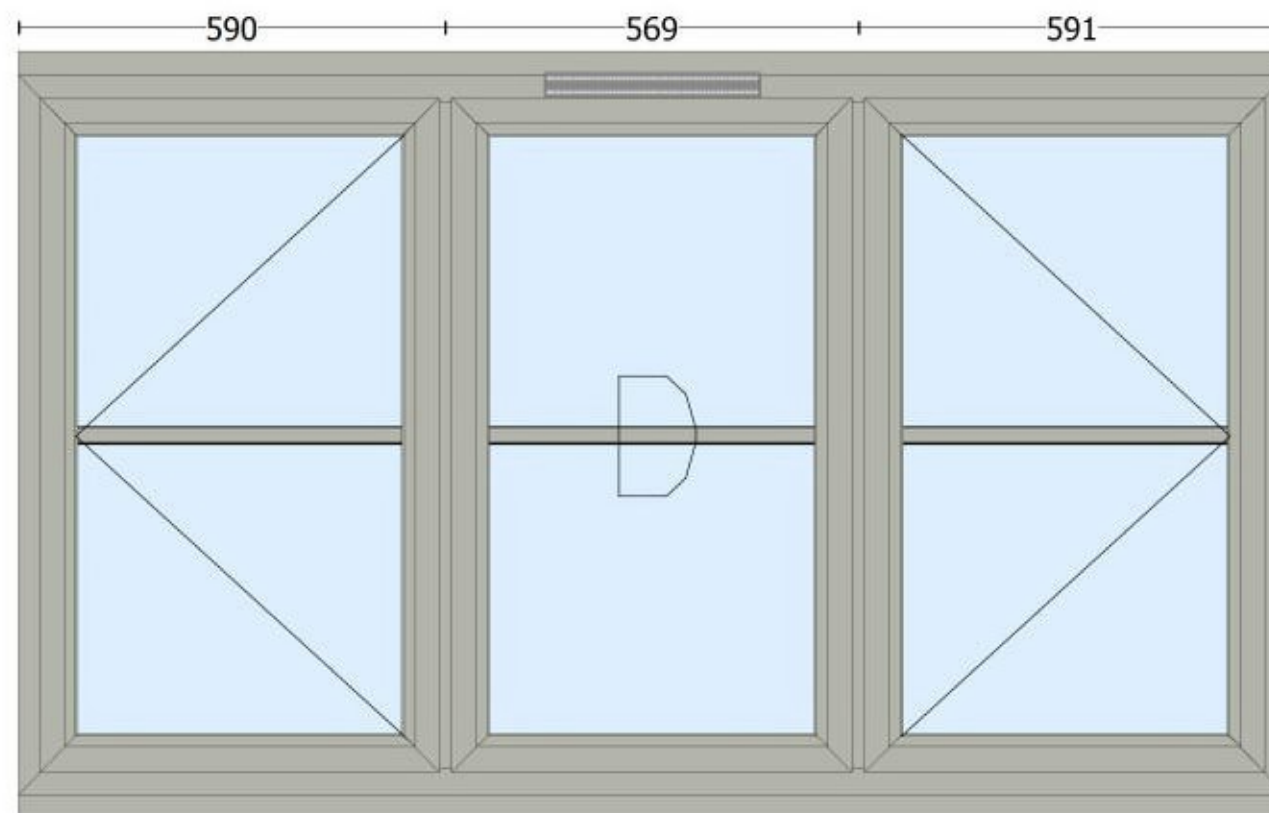
Glass feature: - EL75 Applied Georgian Bar

Glass type: 28mm Softcoat/SwissV & Argon/Low Iron

Trickle vent RAL7032 2500 Lusso Air Flow Vent

Contract Ref: JW4376 17122020

Item: 2	Rear Bedroom
Style 47	EL75 Flush Aluminium System



Viewed from outside

Detailed Specification - Casement window

Width (mm)	1750 (1750)	Height (mm)	1020 (958)
External Outer Frame Finish	RAL7032 Matt		
Internal Outer Frame Finish	RAL7032 Matt		
External Casement Vent Finish	RAL7032 Matt		
Internal Casement Vent Finish	RAL7032 Matt		
Frame Type	APE7021		
Transom Type	APE7056 transom		
Mullion Type	APE7056 mullion		
Sash Type	APE7033 Flush		
Bead Colour	RAL7032 Matt		
Handle Locking	Antique Black Monkey tail Maco Espagnolette		
Manual Restrictor	Not Required		
External Cill	30 x 155mm Subcill		
Cill External Colour	RAL7032 Matt		
Cill Internal Colour	RAL7032 Matt		

Spacer bar: Black spacer

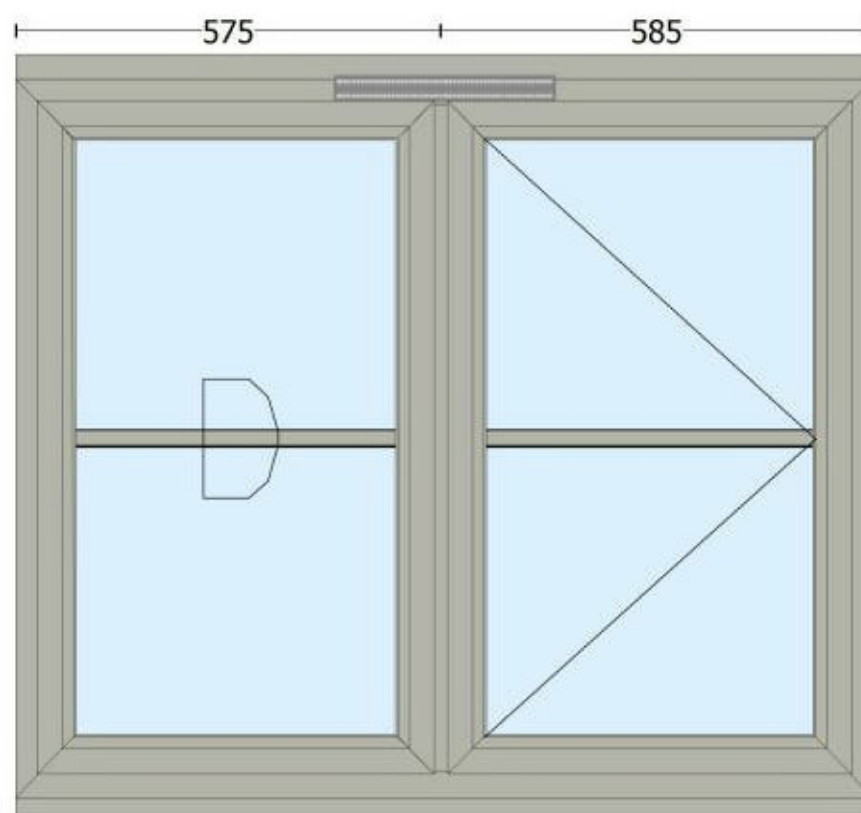
Glass feature: - EL75 Applied Georgian Bar

Glass type: 28mm Softcoat/SwissV & Argon/Low Iron

Trickle vent RAL7032 2500 Lusso Air Flow Vent

Contract Ref: JW4376 17122020

Item: 3	Kitchen
Style 22	EL75 Flush Aluminium System



Viewed from outside

Detailed Specification - Casement window

Width (mm)	1160 (1160)	Height (mm)	1000 (938)
External Outer Frame Finish	RAL7032 Matt		
Internal Outer Frame Finish	RAL7032 Matt		
External Casement Vent Finish	RAL7032 Matt		
Internal Casement Vent Finish	RAL7032 Matt		
Frame Type	APE7021		
Transom Type	APE7056 transom		
Mullion Type	APE7056 mullion		
Sash Type	APE7033 Flush		
Bead Colour	RAL7032 Matt		
Handle Locking	Antique Black Monkey tail Maco Espagnolette		
Manual Restrictor	Not Required		
External Cill	30 x 155mm Subcill		
Cill External Colour	RAL7032 Matt		
Cill Internal Colour	RAL7032 Matt		

Spacer bar: Black spacer

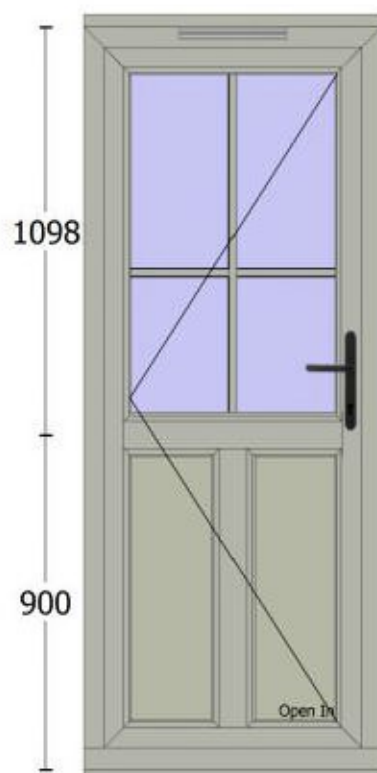
Glass feature: - EL75 Applied Georgian Bar

Glass type: 28mm Softcoat/SwissV & Argon/Low Iron

Trickle vent RAL7032 2500 Lusso Air Flow Vent

Contract Ref: JW4376 17122020

Item: 4 **Kitchen Door**
 Style 212 EL75 Aluminium System



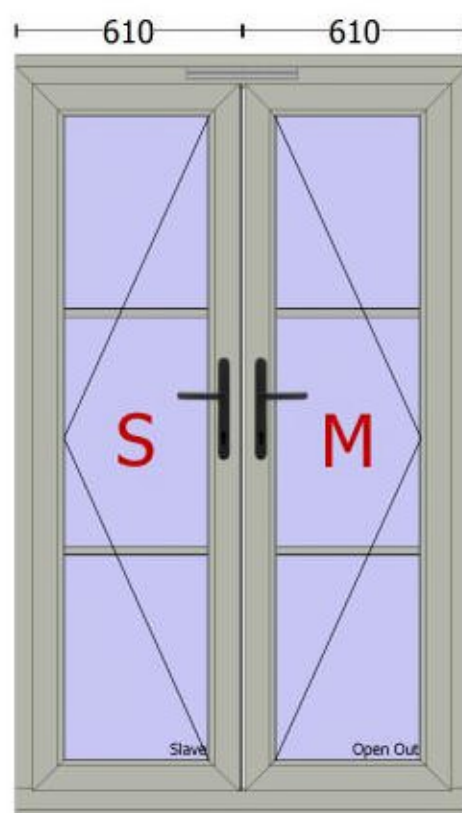
Viewed from outside

Detailed Specification - Open In Resi Door

Width (mm)	830 (830)	Height (mm)	2060 (1998)
External Outer Frame Finish	RAL7032 Matt		
Internal Outer Frame Finish	RAL7032 Matt		
External Door Sash Finish	RAL7032 Matt		
Internal Door Sash Finish	RAL7032 Matt		
Frame Threshold	APE4022 Open In Threshold		
Handles	Balmoral Antique Black Lever/lever		
Slave handle			
Split Spindle	Not Required	Cabin hook	Not required
Cylinder	Suited - Nickel		
Safety Chain	Not required		
Door restrictor(s)	Not Required		
Hinges	Black		
External Cill	30 x 155mm Subcill - RAL7032 Matt / RAL7032 Matt		
Letter plate	None		
Door knocker	None		
Spacer bar:	Black spacer		
Glass feature:	- EL75 Applied Georgian Bar		
Glass type:	28mm T Softcoat 1/SwissV & Argon/T		
Panel type:	RAL7032 Matt aluminium panel		
Trickle vent	RAL7032 2500 Lusso Air Flow Vent		
Wire going currently through the frame.			

Contract Ref: JW4376 17122020

Item: 5 Living Room Doors
 Style 2 EL75 Aluminium System

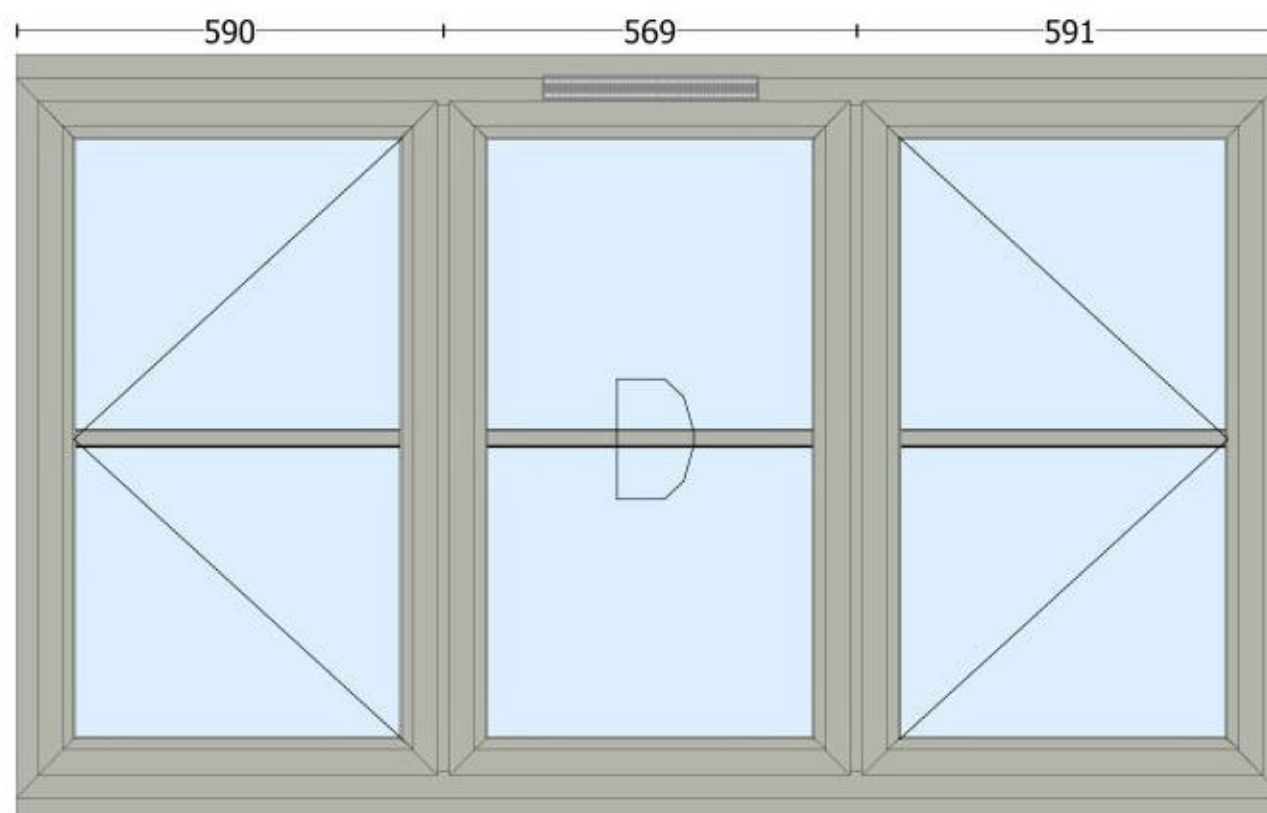


Viewed from outside

Detailed Specification - Open Out French Door

Width (mm)	1220 (1220)	Height (mm)	2000 (1938)
External Outer Frame Finish	RAL7032 Matt		
Internal Outer Frame Finish	RAL7032 Matt		
External Door Sash Finish	RAL7032 Matt		
Internal Door Sash Finish	RAL7032 Matt		
Frame Threshold	APE4024 Open Out Threshold		
Handles	Balmoral Antique Black Lever/lever		
Slave handle			
Split Spindle	Not Required	Cabin hook	Not required
Cylinder	Suited - Nickel		
Safety Chain			
Door restrictor(s)	Not Required		
Hinges	Black		
External Cill	30 x 155mm Subcill - RAL7032 Matt / RAL7032 Matt		
Letter plate	None		
Door knocker	None		
Spacer bar:	Black spacer		
Glass feature:	- EL75 Applied Georgian Bar		
Glass type:	28mm T Softcoat 1/SwissV & Argon/T		
Trickle vent	RAL7032 2500 Lusso Air Flow Vent		

Contract Ref:	JW4376	17122020
Item: 6	Living Room	
Style 47	EL75 Flush Aluminium System	



Viewed from outside

Detailed Specification - Casement window

Width (mm)	1750 (1750)	Height (mm)	1020 (958)
External Outer Frame Finish	RAL7032 Matt		
Internal Outer Frame Finish	RAL7032 Matt		
External Casement Vent Finish	RAL7032 Matt		
Internal Casement Vent Finish	RAL7032 Matt		
Frame Type	APE7021		
Transom Type	APE7056 transom		
Mullion Type	APE7056 mullion		
Sash Type	APE7033 Flush		
Bead Colour	RAL7032 Matt		
Handle Locking	Antique Black Monkey tail Maco Espagnolette		
Manual Restrictor	Not Required		
External Cill	30 x 155mm Subcill		
Cill External Colour	RAL7032 Matt		
Cill Internal Colour	RAL7032 Matt		

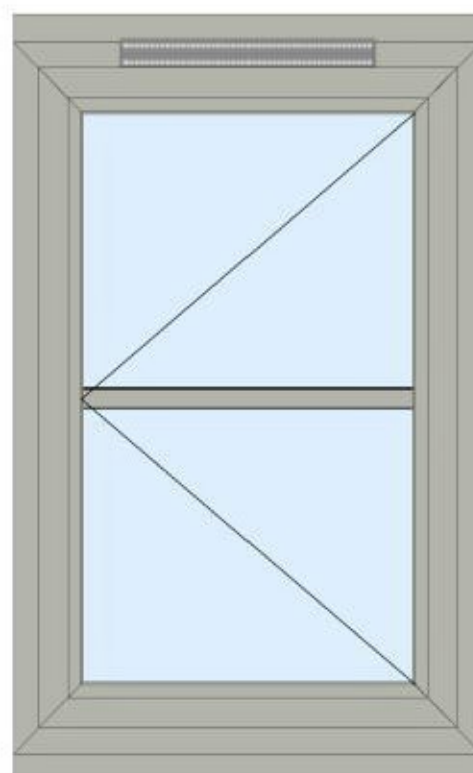
Spacer bar: Black spacer

Glass feature: - EL75 Applied Georgian Bar

Glass type: 28mm Softcoat/SwissV & Argon/Low Iron

Trickle vent	RAL7032 2500 Lusso Air Flow Vent
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Contract Ref:	JW4376	17122020
Item: 7	Entrance	
Style 3	EL75 Flush Aluminium System	



Viewed from outside - Note - side hung sash may not be suitable for egress (Rebate: 456mm)

Detailed Specification - Casement window

Width (mm)	550 (550)	Height (mm)	870 (808)
External Outer Frame Finish	RAL7032 Matt		
Internal Outer Frame Finish	RAL7032 Matt		
External Casement Vent Finish	RAL7032 Matt		
Internal Casement Vent Finish	RAL7032 Matt		
Frame Type	APE7021		
Transom Type	APE7056 transom		
Mullion Type	APE7056 mullion		
Sash Type	APE7033 Flush		
Bead Colour	RAL7032 Matt		
Handle Locking	Antique Black Monkey tail Maco Espagnolette		
Manual Restrictor	Not Required		
External Cill	30 x 155mm Subcill		
Cill External Colour	RAL7032 Matt		
Cill Internal Colour	RAL7032 Matt		

Spacer bar: Black spacer

Glass feature: - EL75 Applied Georgian Bar

Glass type: 28mm Softcoat/SwissV & Argon/Low Iron

Trickle vent	RAL7032 2500 Lusso Air Flow Vent
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Contract Ref: JW4376 17122020

1

Joedan Manufacturing UK Ltd

Terms and Conditions

1. DEFINITIONS

- a) "Joedan Manufacturing UK Ltd" shall be called "Joedan"
- b) Written notice where required shall be given either by prepaid Recorded Delivery Post to Joedan Manufacturing Ltd., Unit 3, Northway Gate, Northway Lane, Tewkesbury, Gloucestershire GL20 8JP.
- c) "Premises" shall mean "the installation address"

2. PARTIES

This agreement is made between Joedan and the Purchaser and shall not be assigned without Joedan's written agreement.

3. ILLUSTRATIONS

Any illustration in Joedan's promotional literature and documentation are for the Purchaser's guidance and information only and will not be to scale.

4. VARIATIONS

- a) Any variation of this agreement must be in writing and signed by both parties.
- b) The estimated period of delivery will run from the date if such variation (or when the contract is financed by a building society or finance company from the date that confirmation of approval of the loan is received, whichever is the later).

5. SURVEY

- a) This agreement is conditional upon Joedan's surveyor's approval of the schedule of work following inspection.
- b) Joedan reserves the right to make such modifications to the schedule of work as their surveyor deems necessary.
- c) If the surveyor's approval is not given for whatever reason or the purchaser does not accept he proposed modifications or costs, the deposit will be refunded without interest, and the agreement will be at an end.

6. 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 by Joedan using such manner and materials as Joedan considers suitable and pursuant to the company's policy of continuous improvement of the products, Joedan reserves to itself the full right to make any modifications in design, specification or composition as it shall think fit.

7. PREMISE

The sole purpose of Joedan's surveyor's inspection is to ascertain the feasibility of the installations shown in the schedule of work. He will not undertake a general survey of the premises. His inspection will be confined to those areas of the premises, which directly relate to the proposed installation. Joedan will not be responsible for remedying any defect existing before the installation date or for any damage arising there from.

8. DELIVERY

- a) The time for delivery overleaf (or as per clause 4 above) is only an estimate.
- b) If the work is not substantially completed within the estimated delivery period stated in this agreement the purchaser may serve written notice on Joedan requiring Joedan to complete the work within such reasonable period as the purchaser may specify (a reasonable period would be regarded as six weeks). If the work is not complete within such estimated period, the purchaser may cancel the uncompleted work covered by this agreement without penalty to himself by service of written notice to that effect on Joedan.
- c) Notwithstanding the foregoing Joedan shall not be liable for any delay in the completion of the work which arises from causes beyond its responsible control and in the event that time had been made the essence of the contract, time shall not run during any period when delay on that account is operating.
- d) Upon receipt of notice that the goods are ready for installation by Joedan the purchaser shall by arrangement afford access to the premises forthwith Non acceptance of installation will render the purchaser liable for further charges.

9. ADDITIONAL WORK

- a) Joedan does not undertake to move services, 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.
- b) Joedan will endeavour to ensure that the works match existing finishes but will not be liable for non-matching due to weathering of existing materials and cannot guarantee the matching of external specialists finishes such as pebble-dashing, Tyrolean or similar material. When variations occur in existing plaster lines Joedan cannot guarantee that equal amounts of sub frame will be visible all round
- c) Joedan will make good any damage caused in the course of installation to plaster, floor, rendering, brickwork or pointing immediately surrounding any window or door installed but Joedan cannot guarantee to avoid causing superficial damage to surrounding wallpaper and paint work or to avoid damage to ceramic tiles in the same area. The making good of that damage is the purchaser's responsibility.
- d) Joedan 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.
- e) The removal of bricks and rubble is solely the responsibility of the customer. The company cannot undertake it, as it is liable to result in damage to other products of the company.
- f) All materials removed during the course of installation (but see this clause (E) above) will be cleared from site and cannot be retrieved thereafter. If any materials are required to be retained (but see this clause (D) above) this must be clearly stated on the contract.

10. V.A.T

Will be payable by the purchaser at the appropriate rate.

11. PAYMENT

- a) Joedan has quoted its price to you on the footing that you will pay it in full when the job is substantially completed. Accordingly Joedan rely on you to pay the whole of the balance of the price when given notice of substantial completion by way of invoice. Any sum outstanding following substantial completion will be subject to interest, which shall run from the date of invoice to the date of actual payment at a rate of 5% per annum above the base rate for the time being fixed by Nat West Bank plc.
- b) Joedan's personnel are authorised to accept cash, a cheque or home improvement loan documents in favour of Joedan only. If there is some minor defect in the work Joedan expects you to reply on its assurance that it will be rectified in accordance with the terms of its guarantee. Your failure to pay the balance at substantial completion would be breach of this agreement.

12. GUARANTEE

Joedan undertakes to repair or replace faulty materials free of all charges should any fault appear due to defective materials or workmanship in any window or door installed by Joedan within the 10 years from the date of the installation. Goods supplied but not manufactured by Joedan (such as mechanical and electrical ventilators etc..) are guaranteed for one year. Doubles glazed units are guaranteed for five years with the exception of Blinds within the glass. These are guaranteed for five years and the sealed units housing the blinds are guaranteed for 10 years.

This warranty does not extend to:

- a) Minor imperfections within the glass, nor to the incidence of condensation.
- b) Damage or faults due to accidents, misuse or neglect by the purchaser.
- c) Premature failure of materials due to the Purchaser failing to carry out adequate product maintenance.
- d) The removal and/or repositioning of the installation or part of the installation if it has been carried out by persons other than authorised Joedan personnel.
- e) Existing timber, adjacent to the installation of Joedan products, remaining at the Purchaser's request.

Notification of claim under warranty must be by a written notice of the defect, given within 28 days of the date upon which the discovery of the defect ought reasonably to have been made.

- f) Joedan agree to transfer this guarantee to a new owner on payment of a re-registration fee.

13. CONDENSATION

- a) Joedan's double glazing units are designed primarily to reduce the heat loss which occurs through single glazing. The presence of condensation is dependant upon the environment within the dwelling. For the avoidance of misunderstanding please refer to the GGF's leaflet about condensation.
- b) Joedan gives no warranty concerning the incident, prevention or elimination of condensation following the installation of its products neither do its personnel have authority to give such warranty.

14. CANCELLATION

Products such as windows, doors and conservatories which are made to measure and made to the purchaser's specific requirements are exempt from the right to cancel under the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013. However we will provide either party with the right to cancel without charge up to 7 calendar days after the date that this contract was received by the purchaser. To exercise the right to by post, fax, or e-mail to Mr J Purcaro, Joedan Manufacturing (UK) Ltd, Unit 3, Northway Gate, Ashchurch, Tewkesbury, Gloucestershire, GL2 8LH). You may use the attached cancellation form, but it is not obligatory

15. LAW

NOTHING IN THESE TERMS AFFECTS THE PURCHASER'S STATUTORY RIGHTS



Joedan Group	CoP: 3.5.1
GGF Consumer Code of Good Practice	Issue: 2

Joedan Group and all its trading divisions:
Joedan Home Improvements, Wessex Home Improvements, Micron Home Improvements, and Coastline Home Improvements are members of the Glass and Glazing Federation (GGF).

As a GGF member it is mandatory that we comply with the GGF Consumer Code of Good Practice at all times when dealing with consumers. The core principle of the code states that **'All code member companies will conduct and operate to the standards described in the code and in other consumer leaflets provided by the GGF. The member company must assist the GGF with any issues raised by any of the member's customers'**

The code covers all aspects of the selling and supply process from initial promotion to after sales service including advertising, sales meetings, pre-contractual information, contracts, surveying, installation, health & safety, guarantees and complaints procedures.

A free copy of the Consumer Code of Good Practice can be downloaded from the GGF website at: www.ggf.org.uk

The GGF also offers [The Glazing Arbitration Scheme \(TGAS\)](#) - an independent ADR (alternative dispute resolution) scheme, which is the primary ADR scheme for the Glass & Glazing industry, plus other glazing related and home improvement products.

April 2020

Joedan Home Improvements, Wessex Home Improvements, Wessex Commercial Division, Micron Home Improvements, and Coastline Home Improvements are all trading divisions of Joedan Group