

Windows, Doors & Garage Doors Purchaser Contract and Purchase Order



INSTALLATION ADDRESS:		INVOICE ADDRESS (IF DIFFERENT)	
Mr/Mrs/Miss	<input type="text" value="Mr"/>	Forenames	<input type="text" value="Kyle"/>
Surname	<input type="text" value="Dowson"/>		
Address	<input type="text" value="3 Park Farm Cottages,"/> <input type="text" value="Newark,"/>		
Postcode	<input type="text" value="NG23 6NW"/>	Postcode	<input type="text"/>
Tel. No. Home	<input type="text"/>	Mobile	<input type="text"/>
		Work	<input type="text"/>
Required Email Address (See clause 22)		<input type="text"/>	

AUTHORISED PERSON(S)
I, AUTHORISE the following named person(s) to act on my behalf in all matters relating to the Contract: <input type="text"/> and/or <input type="text"/>
This includes the Survey and any communications relating to the Contract (save for Variation of Contract - VOC's)

OUR ESTIMATED TIME TO COMMENCE INSTALLATION IS BETWEEN <input type="text" value="7"/> AND <input type="text" value="11"/> WEEKS. This will exclude any period for obtaining third party approvals (including purchaser requests) or technical issues identified after survey. In the event of any further impact from the pandemic or impact to the supply chain, like many other manufacturers, this may mean estimated delivery times for some of our products are longer than stated. In such an event please be assured we will be working hard to deliver your chosen products as quickly as possible and your local installation team will keep you up to date with what is happening.
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OUR CHARGES - AMOUNT PAYABLE	
Contract Price (See Clause 22)	<input type="text"/>
Deposit	
Balance of Total Cost	
Balance payable (by Cash/Cheque/Debit/Credit Card)	
Balance payable by Finance (See Clause 20)	

PLEASE READ CAREFULLY BEFORE SIGNING		
The purchaser agrees to buy and the Company agrees to install the installation described herein for the stated price.		
The Contract is subject to the Terms and Conditions. The Purchaser accepts and confirms that they have read the Terms & Conditions and understands the Contract and its Terms & Conditions. The Purchaser understands and accepts the Cancellation Terms and Charges		
Title	Forenames	Surname
<input type="text" value="Mr"/>	<input type="text" value="dowson"/>	<input type="text" value="Dowson"/>
Purchaser Signature		Date
<input type="text" value="Mr Kyle Dowson (Dec 15, 2023, 1:23pm)"/>		<input type="text"/>



CUSTOMER SCHEDULE OF WORKS

WINDOWS & DOORS

Order Number 30401045
Order Date 15/12/2023

REPRESENTATIVE DETAILS

Rep Number 3980821
Rep Name Mr Patrick Thompson
Primary Telephone [REDACTED]
Primary Email [REDACTED]

Thank you for choosing Anglian to help improve your home.

Your schedule of works follows below. Please read this schedule carefully. If you believe any of the information provided is incorrect, please notify us as soon as possible.

Call 0800 988 0545 **or email** Customer.32@angliangroup.com
The office is open Monday – Friday 9am to 5.30pm excluding Bank Holidays.

Your attention is drawn to the Terms & Conditions of your contract.


Order Notes:**Contract Notes:**

TREATING CUSTOMERS FAIRLY

Stopped Presentation	No
Assisted by RSM	No
Assisted by Neighbour	No
Assisted by relative	No
Assistance not required	Yes
Assisted by Carer	No
Assisted by Friend	No
Customer treatment complete	Yes

Is it a Porch	No
Does the Porch require a new base	No
Is Planning Permission required	No
Is listed building consent required	No
Is property new build	No
Is property in a conservation area	No
Do Article 4 rights apply	No
Is property lease hold	No
Local authority name	
Installed abut soffits	No

WINDOW & DOOR SCHEDULE OF WORKS

Item Number	1					
Location	FR00NT DOOR					
						
Width & Height (mm)	900	2050				
Material	Elite Solid Core					
Product Name	Single Cottage Door					
Frame Colour	Dark Woodgrain					
Sash Colour						
Handle Colour	Black					
Energy Rating						
Dummy Vent	0					
Flying Mullion	No					
Night Vents	No					
Bay Segment	No					
Glass Pattern						
Single / Double / Triple Glazing	None					
Glass Effect	None					
Glass Effect Description						
ADG - Anglian Decorative Glass						
Safe & Sound	No					
Door Panel Name	SDAMBLESIDE					
Door Panel Colour	O / Dark Woodgrain	I / White	O	I	O	I
Opening Direction	Inwards					
Fire Rated	No					
Extra 1	Standard Furniture Pack					
Extra 2	Black Urn					
Extra 3	Black Letterplate					
Extra 4	Tongue & Groove Grain					
Building Work	No					

CONTRACT DECLARATION CUSTOMER QUESTIONS

Drawn my attention to the cancellation rights.	Yes
Drawn my attention to the finance cancellation rights.	Yes
Fully explained the proposed credit agreement and given me/us the opportunity to ask questions.	Yes
Given me a copy of the Pre-Contract Credit Information, if required.	Yes
Confirmed that Anglian are the credit broker and that we work exclusively with Tandem Bank Limited and Shawbrook Bank Limited.	Yes
Confirmed that only once an acceptance has been generated and I/we have signed the lender application, will a hard credit search be undertaken.	Yes
Confirmed that I will receive a copy of the Money Matters booklet via email.	Yes
Confirmed that I/we can repay the loan at any time, with the early settlement charge being no more than 2 months interest on the outstanding balance.	Yes
Confirmed that Anglian receives an introduction fee from our finance provider when an Anglian Finance Account is opened.	Yes
Confirmed with me/us that the information given is accurate. There are no known future changes to my financial circumstances, during the duration of the agreement, that would knowingly affect my ability to repay the loan.	Yes
Explained the Scrappage Scheme to me/us, and that we provide consent for Anglian to take away our old products and recycle them.	Yes
Explained our Code of Practice and Standards for Treating Customers Fairly and I/We are happy to proceed.	Yes
Explained the Share & Save Scheme Options. And I/We agree to: *Display our name - 2 Weeks *_	Yes
We wouldnt like you to miss out on our latest product upgrades, innovation, and exclusive existing customer offers. Would you like to update your preferences now? Contact me by:	
Email	Yes
Post	N/A
SMS	Yes
Phone	Yes



Anglian Home Improvements is a trading name of Anglian Windows Limited and is a credit broker, not a credit lender. Registered Office: Liberator Road Norwich NR6 6EU. Registered in England No. 2540020. Authorised and regulated by the Financial Conduct Authority for consumer credit and non-investment insurance activities.

You are advised that Anglian Windows Limited is a member of the Glass and Glazing Federation (GGF).

CODE OF GOOD PRACTICE

We support the GGF Code of Good Practice as promoted by the Glass and Glazing Federation (GGF) and undertake to work within the guidelines of this and any other GGF Code of Practice. A copy of the code is available from our representative and/or is available at our Head Office. In the event that a dispute arises, the GGF offers a conciliation service. Should they not be able to resolve the matter we are registered with TGAS (The Glazing Arbitration Scheme) an independent ADR (alternative dispute resolution) scheme, details of which can be obtained from the GGF. Complaints are dealt with initially by contacting our Customer Engagement Department with your details and a description of your problem. They can be contacted Monday to Friday from 9.00am-5.00pm by calling 0800 131 3356, by using Live Chat facility on our website: www.anglianhome.co.uk or by emailing angliancustomerengagement@angliangroup.com

TERMS AND CONDITIONS

1. This document contains all the terms upon which the Purchaser agrees to purchase the products described from the Company. No other terms, conditions, warranties or representations are agreed unless confirmed in writing and authorised by a member of the Company's Senior Management. For the avoidance of doubt, the Company will only have a contract with the Purchaser once the Purchaser has signed the Purchaser Purchase Order and accepted receipt of the written terms and conditions. Any quotation provided is subject to contract and subject to acceptance of these terms and conditions. It is agreed that the Contract and the Terms and Conditions constitute the entire contract.

2. The Purchaser shall grant the Company's Representatives unrestricted access to the premises at all reasonable times for the purposes of taking measurements, of carrying out the works forming the subject of the Contract and for any subsequent remedial work if required. In some cases the Company may need to site skips, ladders, scaffolding or vehicles on the premises in order to complete its contractual obligations. The Purchaser agrees at no cost to the Company to provide such electricity, gas, water or other services to enable the Company to complete the installation and, if necessary, any remedial works. In the event of access being required to neighbouring land it is the Purchaser's responsibility to ensure that access is granted and the Company shall not be held liable for any delays arising out of the Purchaser's inability to gain such access. The Company will be entitled to treat a refusal to allow access to the premises for the above reasons as a repudiatory breach of the contract.

3. As soon as practicable and in any event within 14 days of the date of this Agreement the Company will arrange an appointment for detailed measurements of the proposed works to be taken by a Representative of the Company ("the Survey") so that the Company may satisfy itself of:

- (a) the technical viability of the works;
- (b) compliance with current laws and regulations;
- (c) the applicability to the contract of The Party Walls Act;
- (d) the appropriateness of the price specified overleaf.

The Survey will be carried out at the earliest opportunity and not later than 21 days after the date of this Agreement.

The Purchaser agrees by signing this contract that should the Company's surveyor be unable to confirm that asbestos is not present in the vicinity of the proposed installation, he may remove a sample for analysis. Where sample is taken, the Company's obligation to make good is limited to sealing any area that has been disturbed in such manner as the Company may reasonably deem appropriate.

The time limits provided in this clause are subject to access being provided by the Purchaser in accordance with clause 2 of the Agreement.

4. The Company agrees to supply the products at the price specified in the Agreement subject to the Surveyor's approval of the feasibility of the works, the site conditions and correctness of the price. As a result of the findings of the survey, the Company may need to carry out additional enquiries and further site investigations to determine the viability of the contract. In those circumstances, the Company shall send written notification to the Purchaser within 14 days of survey advising that the Contract is suspended for a period of time ("the Suspension Period") which will be commensurate with the required investigations.

In the event of any modification to the works being required due to the Survey, within the Suspension Period the Company shall either cancel the Contract or send written notification to the Purchaser of any modification required to the works and the price. In the event of any modification to the price being required due to the Survey that does not require additional enquiries as set out above, within 14 days of the survey the Company shall either cancel the Contract or send the Purchaser a written notice explaining the reason for any modification required to the price. For example, the reason may be due to additional building work such as new lintels, legal requirements or the discovery of asbestos related materials within the vicinity which were not identified at the time of the original viewing of the property.

If the Purchaser does not accept any proposed modifications within 14 days of their notification, the contract shall be cancelled.

TERMS AND CONDITIONS (cont'd)

Thereafter the Company reserves the right to cancel the Contract only in the event of unsatisfactory credit reference(s) being obtained in respect of the Purchaser or in accordance with Clause 7.

5. The Company is supplying "made to measure goods" under the contract and so the Purchaser does not have a statutory right to cancel the contract under the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013. As members of the GGF, we adhere to their Code of Good Practice and offer a contractual right to cancel the contract in accordance with the Notice of Cancellation Rights set out below. The Company reserves the right to cancel the contract for any reason within 7 days of this contract being signed.

If the Contract is cancelled in accordance with the Purchaser's cancellation rights or clause 4 (subject to the charges set out at clause 14) of the Agreement any deposit paid shall be returned to the Purchaser in full.

6. If the deposit is not repaid in accordance with clause 5, it shall be held against any charges arising under clauses 8 or 9 where they apply, or in partial settlement against the balance payable on completion of the contract under Clause 18.

7.(a) The Purchaser will, unless otherwise agreed in writing, make any application for Planning Permission on behalf of the Purchaser. The cost of securing planning will be the responsibility of the Purchaser. The Company will undertake a planning application service on behalf of the Purchaser if so instructed in accordance with the requisite fees (which may be subject to change).

(b) It is the Purchaser's responsibility to apply for and obtain Building Regulation approval. The Company recommends that such approvals are obtained before the Purchaser enters this agreement, as the Purchaser shall remain liable to pay for any goods manufactured even if approval is subsequently refused.

(c) It is the Purchaser's responsibility to inform the Company by completing the boxes provided on the Survey Form which will be produced at the time of Survey whether the premises are a listed building, within a conservation area as defined by Statute, or subject to any other form of restriction that may prevent the execution of the proposed works in which case the Company will make the necessary application on behalf of the Purchaser. Any application made however, in these circumstances will be at the Purchaser's expense and not the Company's.

(d) Should any Approval:

(i) prove to be obtainable only by revision of the works specified overleaf the Company will quote a revised price to the Purchaser. In the event that this is not accepted by the Purchaser within 14 days of the quotation the Company will be at liberty to cancel the Contract by written notice to the Purchaser;
or

(ii) not be forthcoming the Company will likewise be at liberty to cancel the Contract.

(e) If the Purchaser fails to inform the Company that the premises are a listed building, within a conservation area, or subject to any other form of restriction as outlined above, or are subject to any other Consent, the Company shall be entitled to assume without any further enquiry that either they are not, or, that the Purchaser has obtained any relevant Consent or Approval to the carrying out of the works and shall be under no liability whatsoever in the event of any enforcement or other action by the Local Authority or any other person or body.

8. If the Contract is cancelled in accordance with clause 7 the Company will refund such money as appropriate having taken into account the work done and services rendered, including any application for relevant Consents and Approvals

9. If the Purchaser cancels the contract otherwise than in accordance with these terms and conditions, the Company reserves the right to charge the following, which represents the losses and expenses incurred by the Company prior to cancellation:

- (a) 15% of the total contract price where the Purchaser cancels prior to commencement of the survey;
- (b) 20% of the total contract price where the Purchaser cancels after commencement of the survey but prior to commencement of manufacture;
- (c) 80% of the total contract price where the Purchaser cancels after commencement of manufacture but prior to commencement of the installation.

10. Representatives' and Showroom samples and photographs are used to demonstrate a typical unit and its composition. No guarantee is given that the units supplied will conform precisely with the samples. Measurements made by the Company's Sales Representatives are approximate and used only for the purposes of calculating the price specified overleaf. The Company reserves the right to make minor non aesthetic alterations to the specification of the products described overleaf. No warranty or representation is given in relation to the heat that is generated in a conservatory due to various factors that can affect this.

11. The Company accepts no liability in respect of glass breakages that are due to the fault or neglect of the Purchaser or a third party. Glass manufacturers will not guarantee against minor imperfections or shade variations (such as those that are set out within the GGF Visual Quality of Double Glazing Guidelines) and consequently the Company will not be liable for any such imperfections or variations. The Company uses low emissivity (low-e) glass that complies with current building regulations. This has a surface coating, which may under certain lighting conditions appear as a tint or as a haze. Due to the policy of continuous improvement of glass manufacturers and their need to comply with regulations that are from time to time in force,

TERMS AND CONDITIONS (cont'd)

the Company does not undertake that the colour or shade of any glass supplied will match that of glass supplied under previous contracts.

12. Unless otherwise agreed in writing the Company will not undertake the re-siting of any gas, electrical, wiring or plumbing or telephone installations or the removal of asbestos.

Suitable arrangements should be made by the Purchaser for any such works to be carried out prior to commencement of the works required under this Contract. Due to current electrical regulations if the existing electrical installation at the premises does not meet the required standards to enable the connection of any new electrical works, it will be the Purchaser's responsibility and cost to upgrade the existing electrical installation to comply with the required standards. Where we have agreed to carry out electrical work, the contract price has been calculated on the basis that the new wiring will be connected either to an existing circuit at the nearest point or to the existing mains fuse board. Unless expressly specified, no allowance will have been made to replace the mains fuse board or to ensure the existing electrical works in the property complies with regulations. Any additional work to bring the existing electrical installation up to the required standards will either be charged or the new wiring will be left unconnected to enable the Purchaser to complete the electrical connection. The Company accepts no liability for such work when the work is performed by the Purchaser or a third party.

It is the Purchaser's responsibility to ensure that all areas of work and access to those areas are completely clear and unobstructed to allow unhindered commencement and progress of the works. Suitable arrangements should be made by the Purchaser for any such works to be carried out prior to commencement of the works required under this Contract, failing which the Company may refuse to start the installation and shall be entitled to charge the Purchaser for the wasted costs that it has incurred and any loss of profit that it has suffered. Alternatively, the Company may agree a price with the Purchaser to carry out the required works as an additional item. The Company does not warrant to reinstate items such as fitted blinds and/or fitted shutters.

13. The Company will use reasonable endeavours to honour any date provided in writing in connection with the delivery of the Contract, but cannot be held liable for any losses suffered as a result of any delay that has resulted from factors that could not have been foreseen by the Company and matters which are outside the reasonable control of the Company. Such factors include (but are not limited to) adverse weather conditions or traffic conditions, mechanical breakdown, previous contracts over-running, site conditions, issues with access to premises, matters of Law and Statute, delays in delivery of materials including but not limited to delays arising from shipping and transport, delays and restrictions on the manufacture and supply of goods and arising from Brexit, strikes, disease, COVID-19 and any other pandemic.

- (a) If the Company is unable to meet a date for installation or remedial works, it shall give the Purchaser as much notice as possible and arrange an alternative convenient date.
- (b) The Company shall have the right to suspend performance of the Contract in the event of any unforeseen circumstance until such time as is reasonably practicable to do so.
- (c) The Company shall not be in breach of this agreement nor liable for any delay in performance or failure to perform, any of its obligations under this agreement if such delay or failure result from events, circumstances or causes beyond its reasonable control. In such circumstances the time for performance shall be extended to allow performance of the Contract.
- (d) The time for performance shall be extended by a period equivalent to that which, performance of the obligation has been delayed or failed to be performed.

If the Purchaser is unable to meet the installation date, then it is the Purchaser's responsibility to inform the Company in writing and agree an alternative installation date. The Company will then agree to store the manufactured products free of charge up to a maximum of six weeks. Thereafter the Purchaser agrees to pay the Company for the following additional storages until installation is commenced.

- (i) Sealed window units: £5 per unit, per week
- (ii) Door units: £10 per unit, per week.
- (iii) Garage Doors: £25 per door per week.
- (iv) Living Spaces (Conservatory/Orangery/Extensions): £50 per set, per week.

The Company deems a period of 12 months deferral reasonable in some circumstances, particularly post COVID. However, the Company reserve the right to increase costs if the product prices increase due to any deferral which is at the Purchaser's request and is in excess of 12 months and/or the Company deems it unreasonable.

14. If the specified works are not completed within the delivery period quoted to the Purchaser, the Purchaser may serve written notice on the Company requiring that the works be completed within a reasonable period, being in any event not less than 6 weeks, as the Purchaser may specify ("the Completion Notice"). If the work is not completed within that extended period, the Purchaser may cancel the Contract by serving written notice of cancellation on the Company. The Company recommends that any notice is sent by Recorded Delivery. Notwithstanding the foregoing;

- (a) The Company shall not be liable for any delay in the commencement and/or completion of the work which arises from causes beyond the reasonable control of the Company. Where a completion Notice has been served that Notice shall be automatically extended to take into account any such delays that have occurred;
- (b) The Company reserves the right to rely upon clause 13b in circumstances referred at clause 13c.

TERMS AND CONDITIONS (cont'd)

- (c) The Purchaser shall remain liable to pay for such part of the work as has been completed in cases where the Purchaser cancels the Contract part completed.

15. The Company's formal written Guarantee will be sent to the Purchaser upon receipt of the balance payable on completion and any other sums that have become payable.

The Company provides the following guarantee periods subject to the following limitations:

- i. 30 years:
Against rot and fungal attacks on wooden window frames (excluding products supplied uncoated).
- ii. 15 years:
Clear and obscure glass sealed units within PVC-U and Aluminium windows and doors (excludes Classic PVCU Sliding Sash windows, and sealed units within our composite door range and our wooden window & door range).
- iii. 10 years:
 - (a) PVC-U window & door frames
 - (b) Aluminium window and door frames
 - (c) Secondary glazing frames and glass
 - (d) glass sealed units of wooden double glazed windows and doors
 - (e) sealed units within Elite Composite doors, Classic Composite doors, Classic Composite and glazed side panels and top lights within the Classic Composite doors
 - (f) sealed units within our Classic Sliding Sash Windows
 - (g) adjustment or replacement of furniture hardware – handles, hinges and locks (subject to exclusions listed in Clause 15) inclusive of wooden window boards and all moving parts
 - (h) sealed units containing decorative bars, leaded lights, decorative glass or any other film applications (such as Solarroof)
 - (i) the timber element of wooden windows and doors, unless excluded in the 'Timber Window & Door Operation, Maintenance and Guarantee Guide' or are single glazed
 - (j) Colour fastness, durability, integrity and delamination of the Classic and Elite Composite Door slab (excluding the Classic & Elite Medium/Golden Oak door slab & Dark Woodgrain door slab) which may deteriorate or fade due to prevailing atmospheric conditions
- iv. 1 to 10 years:
Surface finish of wooden windows and doors (see 'Timber Window & Door Operation, Maintenance and Guarantee Guide' for further details)
- v. 5 years:
 - (a) Garage doors: Steel Sectional, Steel Side Hinged, Steel One-Piece and Aluminium Roller Garage Doors including springs, wire cables, track rollers, hinges and guide rollers for normal use (no more than 5 operations per day) and specialist items such as electrical motors which carry the relevant manufacturer's guarantee. The Purchaser is required to maintain the product on a yearly basis by undertaking a safety check by an Approved Garage Door Service Engineer to ensure the terms of the Machinery directive are being met.

(b) the colour fastness, durability, integrity and delamination of the Classic & Elite Composite Medium Golden Oak and Dark Woodgrain door finish which may deteriorate or fade due to prevailing atmospheric conditions

(c) All hardware contained within our Classic & Elite Composite Door range (subject to exclusions listed in condition 15)

- vi. 2 years:
 - (a) Garage doors: GRP One-Piece and GRP Side-Hinged. This warranty shall apply for normal use (no more than 5 operations per day) on all items excluding cones, cables, spindles, lock cylinders, hinges or springs.
 - (b) Letterboxes, Smart Living Products, Mastic Sealants & Kick Bars
- vii. 1 year:
 - (a) Timber Framed Single Glazing in its entirety
 - (b) All repair work to brickwork or plastering, and any plumbing or electrical work carried out by the Company.

Thermal movement will occur with all our products and is normal, as the products will revert back to within its natural flat place tolerance as long as the care and maintenance instructions are observed.

This Guarantee does not apply to goods supplied and fitted by the Company which are not manufactured by the Company, such as cat flaps and electrical items, which carry the Guarantee of the supplier.

The Company undertakes to repair or replace free of charge any product manufactured or supplied by the Company which prove defective as a result of faulty materials or workmanship from the date of installation during the above guarantee periods.

Any repair work carried out or replacement units supplied within these guarantee periods will also be covered by the Guarantee, but only for the remainder of the guarantee period.

The Purchaser's attention is drawn to the instructions found in the 'Cleaning, maintenance & operating instructions guide' and on the reverse of the Company's Guarantee, in particular when wooden frames are installed for the need to inspect and repair the wood and coating at specified intervals outlined in the guide. Windows and doors must be inspected and cleaned at least twice a year to prolong their life. Conditions at coastal locations (withing 3 miles of the coast) or at heavily industrial areas may require more regular maintenance of ironmongery and seals. It is recommended that maintenance is carried out once every 3 months. The guidelines apply to both interior and exterior surfaces.

The Company accepts no liability in respect of the following:

- (a) Damage due to purchaser, animals, insects, rodents or others, accident, storm, flood, neglect, misuse, faults or premature deterioration which result from the purchasers failure to comply with any maintenance instructions printed on the reverse of the guarantee or on any relevant manufacturers guarantee

TERMS AND CONDITIONS (cont'd)

- (b) The failure of the installation to reduce or eliminate condensation
- (c) Damage caused by movement, expansion or contraction of ground or soil, due to underground or mine workings, climatic changes, water content, or tree root activity
- (d) Damage to the product attributable to the failure of foundations or structure when these have not been constructed by the Company
- (e) Discolouration or frost damage to brick work
- (f) Minor defects to plaster work or brick work due to settlement
- (g) Damage or deterioration to the product arising out of normal wear and tear in the home, pollution and the effect of sea or salt water
- (h) The fading or discoloration over time of wooden products due to natural causes
- (i) Damage due to placement of purchasers own fixings causing failure of sealed units, locks or hinges, or interference with drainage channels
- (j) Damage caused by incorrect location of blinds, which can result in over-heating of internal trims and subsequent thermal movement or distortion
- (k) Any variation in the colour or shade of any glass supplied under this guarantee, where that variation is due to the fact that the glass manufacturers no longer manufacture the glass in question
- (l) Staining caused by any substance whatsoever
- (m) Installations which are not located on the UK mainland (except the Isle of Wight)
- (n) Our inability to provide products, parts or furniture that match those supplied where the items in question have become obsolete, in which case the Company shall provide an alternative of at least equivalent quality where possible
- (o) Any business losses that the Purchaser suffers in relation to the use of the property at which the installation has been, or is due to be, carried out. For the avoidance of any doubt, "business losses" include (but are not limited to) losses such as loss of rental income, professional fee income, loss of bookings and loss of profits. If the Purchaser is operating any form of business at or from the installation address, the Company recommends that the Purchaser takes out his own insurance to cover such losses.
- (p) Resin exudation, or staining around knots in our wooden windows and doors
- (q) Where the product or installation has been modified by the Purchaser or a third party in any way
- (r) The exterior finish on our garage door guarantee only applies to the weather side surface, and where more than 5% of the surface area of the door is affected. Surfaces must be freely exposed to washing by rainfall and must be kept clear of accumulated dirt and debris and given equal exposure to the local environmental conditions and consistent natural lighting across the face of the door.
- (s) Paintwork on wood or steel, if wooden or steel frames have been installed in conjunction with our garage doors.
- (t) Specialist items such as electrical motors which carry the relevant manufacturer's guarantee. This does not affect the Purchaser's statutory rights relating to faulty or mis-described goods or services.
- (u) Damage or discolouration caused by contact with any form of caustic, abrasive or corrosive substance, fumes, bird droppings, fire, smoke, salts, acids or from normal atmospheric pollution.
- (v) Batteries, fuses and light bulbs.
- (w) Works undertaken by a third party who have not been approved by The Company.
- (x) Any losses that the Purchaser suffers in relation to loss of earnings.

Any claim under the guarantee should be notified to the Company in writing within 7 days of the Purchaser being aware of such a claim. The Company will not consider any claim in respect of scratches to the external faces of any glass supplied unless such a claim has been notified to the Company in writing within 12 weeks of the installation.

This does not affect the Company's obligation to exercise reasonable care and skill when performing the contract and to use products that are of satisfactory quality and fit for normal purpose.

All repairs will be completed in normal working hours 8.30am to 5.30pm Monday to Friday excluding Bank Holidays. A request to attend outside of those hours would be chargeable at our prevailing rates. A charge will be made for replacement keys.

16. If the Purchaser sells the Property, the Company will undertake an inspection of the installation prior to transfer of the Guarantee. The Company will charge per hour, the sum of £125.00 for the Engineers attendance and travel inclusive (up to a maximum of £375.00). Upon satisfactory inspection, the Company will, on request, transfer the unexpired portion of the Guarantee to the new owner provided that the administration fee of £49.00, inclusive of VAT is paid (the Company reserves the right to make a reasonable increase to the administration fee on an annual basis) and the request is made within three months of completion of the sale. This is to allow the Company to advise the new owner of their maintenance obligations.

A replacement guarantee certificate will be issued by the Company on request if the original guarantee certificate is lost or destroyed at a cost of £22 inclusive of VAT.

17. The Company will remove all surplus materials and debris from site after completion. The Company will make good any damage caused during installation to plaster, floors, rendering or brick work immediately surrounding any window or door installed. The Company does not undertake to provide matching ceramic or other tiles or specialised finishes such as tyrolean or pebble-dash, or to remove intact any panes of glass or frames from old windows required to be retained by the Purchaser. The Company does not undertake to avoid damage to surrounding wallpaper, paintwork or other decorations which is reasonably commensurate with

TERMS AND CONDITIONS (cont'd)

the fitting of the products in the usual way. The Company accepts no responsibility for any damage resulting from structural or other defects in the property at which the installation is carried out but any complaint or claim by the Purchaser for damage done by the Company must be made in writing to the Company within 7 days of completion.

18. The balance is payable on completion of the installation, or on delivery where the Contract is for supply only. Payment shall be made by applying any deposit held against the balance and the remaining balance shall be due by cash, credit card (not American Express), cheque payable to Anglian Windows Limited and crossed "A/C payee only", or, in the case of finance, the relevant signed Completion Note. If payment is not made on the due date in accordance with this clause, the Company shall have the right to require payment of interest on the outstanding amount at a rate of 4% above Barclays Bank plc base rate accruing on a daily basis from the due date until date of actual payment.

19. Where a Purchaser is arranging finance for the product the Company reserves the right to defer commencement of manufacture until the Purchaser has produced a copy of a written Offer from the Building Society, Finance House, Bank or other lender and will commence works when the Offer has been accepted. If the Company discovers that the Purchaser has not arranged the release of funds prior to manufacture of the products, the Company reserves the right to cancel the Contract and retain any deposit paid and recover its losses and costs incurred.

20. By signing this agreement, the Purchaser confirms that they are the owner of the property at which the installation is to take place and that they have complete authority to enter into this agreement. The Purchaser will also be asked to confirm this on survey. The Company is only prepared to contract with the Purchaser on this basis. The Company reserves the right to carry out checks to verify ownership of the property. If the Company discovers that the Purchaser is in breach of this clause, the Company may in its absolute discretion:

- (a) Cancel this agreement, in which case the Purchaser shall be liable to the Company for all costs incurred to date;
- (b) Continue with the agreement provided that the Purchaser makes such stage payments as are reasonable taking into account the costs that have been or will be incurred by the Company in performing the contract.

21. The full terms and conditions of any finance offered are contained within the credit agreement signed by the Purchaser, but where the Purchaser has elected to take up Anglian Finance or such other similar scheme as may from time to time be in force on completion of the installation, they have the right to withdraw from the Anglian Finance within 14 days of its execution. If the Purchaser exercises that right, they are still obliged to proceed with this agreement (subject to the right of cancellation as set out in the Notice of the Right to Cancel). This agreement shall

proceed on the basis of the contract cash price as set out overleaf. The Purchaser must arrange alternative funding for the products and pay the Company a deposit of 25% of the contract cash price (less any deposit already paid) within 14 days of exercising their right of withdrawal. The Company may refuse to provide any services under this agreement until such time as the Purchaser has paid the necessary deposit.

22. The contract price set out overleaf is inclusive of VAT at the prevailing rate as at the date of this contract, unless the contract is noted as being VAT exempt on the front of this document. Any variation in the applicable rate of VAT or, where no VAT is shown overleaf as chargeable, any imposition of VAT after the date of the Contract overleaf will be passed to the Purchaser.

23. A copy of the Contractual documents will be provided to the Purchaser prior to commencement of the works.

SUPPLY ONLY CONTRACTS

The Company's above guarantee applies to Products which have been supplied and installed by the Company. When the purchaser or a third party installs the product, the guarantee under this contract is limited to the Product only.

Should the Product become defective as a result of faulty materials and require a replacement component, our responsibility would be limited to supplying the replacement component only. This means that the Company takes no responsibility for installation work performed by the Purchaser or a third party.

As such all visits to the Purchaser's property during or after the installation would be chargeable whatever the reason.

COMPLAINTS PROCEDURE

If you have a complaint we want to know as soon as possible to help us put things right promptly. Just contact our Customer Services Team with your details and a description of your problem. We are here for you Monday to Friday from 9.00am - 5.00pm.

Chat to us: livechat via our website www.anglianhome.co.uk

Call us: 0800 131 3356

Email us: AnglianCustomerEngagement@angliangroup.com

Write to us: Anglian Home Improvements
Customer Services
Liberator Road
Norwich
NR6 6EU

However you contact us, we will:

- Send you an automated response to let you know we've received your query
- Contact you with details of who will be responsible for investigating any issue along with their contact details
- Do everything we can to resolve things as quickly as possible
- Endeavour to return phone calls and emails within 5 working days
- Arrange a service appointment with an engineer if necessary or replace parts as required.
- Keep you regularly informed of progress throughout
- Provide a final response within eight weeks or explain why this isn't possible

Anglian are members of The Glass and Glazing Federation and if you are not satisfied with the outcome you may ask them to look into your complaint. You should contact them within 6 months of our final response with an overview of your complaint and a copy of your contract.

You can contact The Glass and Glazing Federation:

In writing: The Glass and Glazing Federation
40 Rushworth Street
London
SE1 0RB

By telephone: 0207 939 9101

By email: conciliation@ggf.org.uk

Website: www.ggf.org.uk

Where your complaint relates to a financial services matter it will be forwarded to our compliance department. Please next page for full details.

FINANCIAL SERVICES COMPLAINTS PROCEDURE

All financial services complaints will be investigated and overseen by our Compliance Department.

The Compliance Department will:

- Acknowledge your complaint.
- Tell you who is investigating the matters raised and provide you with their address and telephone number.
- Carry out a thorough and impartial investigation.
- Do everything we can to resolve things as quickly as possible.
- Provide a written response within 8 weeks of receiving your complaint, informing you of the results of our investigation or explain why this isn't possible.

If you are not satisfied with the outcome of our investigation you may be entitled to refer your complaint to the Financial Ombudsman Service.

The Financial Ombudsman Service

The Financial Ombudsman Service exists to help resolve certain complaints when we have not been able to resolve your complaint to your satisfaction. The scheme is entirely free to use.

You should contact the Financial Ombudsman Service within 6 months from the date of our written response. They will also look into your complaint if we have not provided you with a written response within 8 weeks of receiving your complaint.

You can contact the Financial Ombudsman Service:

In writing: The Financial Ombudsman Service
 Exchange Tower
 London
 E14 9SR

By telephone: 0800 023 4567

By email: complaint.info@financial-ombudsman.org.uk

Website: www.financial-ombudsman.org.uk

NOTICE OF THE RIGHT TO CANCEL

The Purchaser has the right to cancel this agreement with Anglian Windows Limited if they wish and that right can be exercised by emailing cancellations@angliangroup.com a cancellation notice as set out below within the period of 7 days starting with the day the notice is sent.


The Notice of cancellation is deemed to be served on the day it is sent. If this agreement is cancelled, any related credit agreement will be automatically cancelled. The Purchaser may be required to pay for goods and services supplied if performance of the Contract has begun with the Purchaser’s written agreement before the end of the cancellation period.

Email: cancellations@angliangroup.com (please provide the following information within your email):

I hereby give notice that I wish to cancel this agreement as detailed below:

- Contract Date
- Contract Number
- Name of Purchaser
- Address of Purchaser
- Date

I HEREBY AGREE	
<p>The Purchaser agrees to buy and the Company agrees to install the installation described herein for the stated price.</p> <p>The Contract is subject to the Terms and Conditions. The Purchaser accepts and confirms that they have read the Terms & Conditions and understands the Contract and its Terms & Conditions. The Purchaser accepts the Cancellation Terms and Charges.</p> <p>The Purchaser acknowledges receipt of a copy of the Contract including the notice of their cancellation rights (Clause 9).</p>	Purchaser Signature
	Title
	Forenames
	Surname
	Date



Mr Kyle Dowson (Dec 15, 2023, 1:23pm)

Mr

kyle

Dowson

APPLIED ON SUBMISSION



Issuer Anglian Home Improvements
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