

# **Yorkshire Roof Windows TERMS & CONDITIONS (And Guarantee as applicable) 15/08/2024**

## **Covid-19 Compliance**

We follow all current Government guidelines, legislation, and industry-specific requirements to ensure everyone's safety.

## **Acceptance of Order and Deposit**

1. To confirm your order with Yorkshire Roof Windows, we need an email or postal confirmation accepting the specified works at the quoted price on agreed terms.
2. No orders will be placed until the deposit has been paid.
3. Please note that prices are valid for 7 days from the date of the quote.

## **Additional Quotation Terms**

1. Our quotation is inclusive and is valid for 7 days from the date of issue.
2. The quote is based on a non-invasive visual survey and could change if we find hidden issues.
3. We promise to inform you of any new findings, advise on additional costs, and discuss options with you before starting any extra work.
5. For repair works, we'll give you our professional recommendation, but we can't guarantee these works. We encourage you to seek comparative quotes and recommendations.
6. If you need consents, licenses, or permissions from third parties (like landlords or planning authorities), it's your responsibility to obtain these ahead of time, unless we've agreed otherwise.
7. By accepting our quote, you agree to the payment terms noted, unless otherwise stated in our email communication.
8. Scaffolding will be dismantled after we've received the final payment.
9. Payments not received within 24 hours may incur a 10% surcharge.

10. By accepting this quote, you agree that we retain full title to the goods, materials, and products used until full payment is made.
11. You agree that the project site will be ready for our scheduled attendance. If not, a percentage of the quote will be charged accordingly.
12. The time allowed for work can change due to factors like weather. The labour cost quoted will remain the same, even if the work is completed earlier or later than anticipated.
13. Some works are dependent on weather/temperature. While we try to give as much notice as possible, we may need to reschedule at short notice. We'll aim to reschedule within the same week if conditions allow.
14. We can't guarantee there will be no water ingress during work if areas are exposed to the elements, but we'll take great care to minimize the risk.
15. Cancellation of works needs to be in writing with at least one week's notice. Cancellations made within 7 days may incur a cancellation fee.
16. Though we take great care, vibrations from our works can sometimes cause minor internal cracks to plaster, which we cannot be held liable for. These are purely cosmetic and no cause for concern.
17. If parking restrictions are in place, parking permits must be supplied. Otherwise, the cost of parking will be added to the invoice upon completion of the works.

### **Decoration and interior decoration**

1. We can not offer any guarantee that your existing plasterwork will meet the new window frames and in hand may need further internal finishing not included in the quote.
2. While we do everything we can to avoid it, we cannot guarantee there will be no marking to the interior decorative finish of the area during installation.
3. There may be a need for interior decoration or plastering following the installation of your new roof windows.
4. We do not include the cost of interior plastering or decoration in our quotes, nor is it a service we offer. Any plastering or decorative work would be a separate agreement between the customer and the contractor undertaking the work.
5. If this is something we can help you with, please ask..

## **Customer Default or Insolvency**

If you breach any obligations under these conditions, face bankruptcy, liquidation, or cease to carry on business, Yorkshire Roof Windows may demand immediate payment of all unpaid accounts, suspend further deliveries, or cancel any contracts without liability. We may also debit you for any loss sustained.

## **Payment**

Payment is due on the day of satisfactory completion. Terms of 2 to 28 days are available upon request and subject to our acceptance. A 20% charge may be added for delays unless previously agreed. For incomplete work due to faulty stock, 50% of the total invoice is required, with the balance due upon completion. Payment methods include bank transfer, cash, or BACS. Cheques and card payments are not accepted. Late payments may incur interest charges. We might request pro-forma invoice payments from letting agencies, landlords, and third-party contractors before attending the site. Payments not received within 24 hours may be subject to a 10% surcharge.

## **Installation and Service**

Please ensure that our team has reasonable access to your premises, in line with Government Covid-19 restrictions. A safe, clear working area is required below the window for ladders and scaffolding. Any site delays not caused by Yorkshire Roof Windows may result in additional charges. We are not responsible for repair or redecoration work related to internal linings or existing conditions like black mold. Parking for one service vehicle is required; on-street parking costs may be charged unless permits are provided. Congestion and administration charges may also apply. Where parking restrictions are in place, parking permits must be supplied. Alternatively, the cost of parking will be added to the invoice upon completion of work.

## **Guarantee:**

Yorkshire Roof Windows guarantees to repair any goods shown to be defective within twelve months of installation, provided:

- The customer has paid in full.
- No unauthorized repairs or alterations have been made.

– Any defects are reported within one month of becoming apparent.

Please note that no guarantee is given for windows fitted below the minimum 15-degree roof pitch. Velux® windows, glass, electrics, blinds, and accessories are guaranteed as per the manufacturer's terms. This guarantee does not cover glass breakage after installation due to physical damage or acts of God

This guarantee excludes roof covering leakage from other areas or felt details.

Yorkshire Roof Windows shall not be liable if:

- The customer has not paid in full.
- Unauthorized repairs, alterations, or services have been attempted.
- Defects have not been reported within one month of becoming apparent.
- The window has not been serviced by Yorkshire Roof Windows on the 1st and subsequent anniversaries of installation up to six years.

Velux® windows, flashings, and glass are guaranteed as per the manufacturer's terms from the installation date. Velux® electric systems and blinds are also covered under the manufacturer's warranty. Other Velux® spare parts are guaranteed for one year. Labour for replacing products due to manufacturing faults is at the discretion of Yorkshire Roof Windows.

Any failure of materials under this guarantee will be repaired or replaced at the sole discretion of Yorkshire Roof Windows. No guarantee is given for the elimination of condensation, air infiltration, or noise reduction unless covered by the manufacturer's warranty. This guarantee does not cover glass breakage after installation due to physical damage or acts of God. Customers should seek advice before attaching fixtures and fittings to or around installed products.

All goods remain the property of Yorkshire Roof Windows until full payment has been received and cleared. This guarantee does not indemnify against any consequential loss caused by workmanship or glass products.

### **General Information and Transferability**

All guarantees are given in good faith. If our report finds any misuse, tampering, or attempted repairs by third parties, the guarantee will be void. Any remedial work will be carried out at a pre-arranged fee, payable before work commences. For non-total window replacements, we

may, at our discretion, re-validate your guarantee, but not beyond the initial 12 months from the original completion date.

Yorkshire Roof Windows' complete window replacement guarantees are transferable to new homeowners. However, all other service work unrelated to complete window replacement is not transferable.

If you have any queries or concerns regarding the above, please get in touch and we will be happy to help.

## **Cancellation Rights**

If you cancel the contract within the 30-day cancellation period:

- If work has been completed, Yorkshire Roof Windows is entitled to charge for all reasonable costs incurred up to the cancellation date.
- If no work has been undertaken, any payments made will be refunded within 30 days.
- For special order items with non-standard sizes, we are entitled to charge for all reasonable costs incurred through ordering or production.

For more details on your rights, visit: <http://www.legislation.gov.uk/>  
(<http://www.legislation.gov.uk/>)

## **Cancellation Form Template:**

To Yorkshire Roof Windows...

I/We [Name] hereby give notice that I/We cancel my/our contract for the sale of the following goods/services:

Ordered on [Date] / Received on [Date]

Name of consumer(s): [Name]

Address of consumer(s): [Address]

Signature of consumer(s): [Signature] Date: [Date]

Repair or Maintenance Contracts

The above cancellation information does not apply to repair or maintenance contracts if:

- The contract is for service only and is to be performed immediately by Yorkshire Roof Windows.

However, we offer a 30-day cancellation period without penalty if no work has been undertaken. Any goods purchased through us will be subject to a reasonable handling charge. Notification can be via email with a read receipt or by Recorded Delivery.