

## Windows and doors

### Terms and conditions

Under these conditions, we (**Polar Bear Windows Limited**) agree to supply you (the customer) with the goods and services shown in the schedule.

#### 1. The contract

- All the terms of the contract are contained in this document. If you want to change these terms or add any extra terms, you should ask for written confirmation of any changes from one of our directors.
- The Company reserves the right to cancel any order if, upon receipt of a report from its surveyor, the installation is deemed unsatisfactory to the Company.
- We will write and tell you about any cancellation within 14 days of us receiving the report from our surveyor.
- If we cancel the contract according to clause 1, we will refund the deposit and any other payments you have made under the contract but we will have no further liability to you.
- We reserve the right to change the price in the event of a manifestly obvious error.

#### 2. Cancellation

- By law you have the right to cancel this contract (by giving us written notice within fourteen days of you signing the contract) if you signed the contract away from our business premises.**
- You do not have the right to cancel this contract if you signed the contract at our business premises or if we have sent you a quotation and you then contact us.**
- Any notice of cancellation given by you under 2a above after fourteen days of you signing this contract will not be valid for the purposes of cancelling the contract under this clause.
- We recommend that you send any notice of cancellation by email or **recorded-delivery post**.
- If you cancel the contract under this clause, you will receive a refund of any money you have paid under the contract. We will then have no further liability to you.

#### 3. Planning permission

- It is your responsibility to find out if you need planning permission or building regulations approval for the goods. We will not be liable for any costs, expenses, loss, or claims for compensation or any other liability arising directly or indirectly as a result of you not getting planning permission or building regulations approval. If we agree to help you get your planning permission, we may charge you a fee for providing this help. We will write and tell you what the fee is. We will not carry out any work unless you have agreed to pay the fee.

#### 4. Scaffolding

- To install the goods we may have to put up scaffolding at your property. We will where possible include scaffolding in the quotation. However, if our survey report reveals scaffolding will be necessary this may increase the price of the goods and services. If we do need to put up scaffolding at your property to install the goods, we will tell you about any price increase in writing. If you then want to cancel the contract you may do so, by giving us written notice (sent by recorded delivery) within fourteen days from date of receiving our notice.

#### 5. Specifications and services

- You are responsible for giving us all specifications and other information and for making sure they are accurate. You must also give us the specifications and information in enough time so we can carry out our side of the contract.
- We use demonstration products to show how a typical product works and what it is made of. The goods shown in the schedule will, as far as possible, be the same in appearance and operation as the demonstration products.
- We may change the specification of the goods or services (including substituting parts or materials) if:
  - we have to keep to safety or legal requirements; or
  - the goods are to be supplied to your specification and a special part ordered by you is not available in enough quantities or within enough time or only available at an extra cost, as long as they do not considerably affect quality or performance; or
  - in line with our policy of continuous development in the standard of products, we reasonably believe that substituting the agreed parts or materials with replacement parts or materials will improve the quality or performance of the goods or reasonably believe that the replacement parts are of a superior quality.
- We make the goods for your particular needs and so you may only alter the order if we have not started to make the goods or set aside any raw materials for your order. If we agree to alter the order, we can also charge you an administration fee of £50 (including VAT) for the extra administrative work we have to carry out on your behalf as a result of the alteration on top of increasing the price for the alteration.
- We will make good brickwork and plaster immediately next to each unit we install as long as the surround is in good condition. We do not accept responsibility for restoring or matching the state of external or internal decorative repair if this has been unavoidably disturbed or if the existing surround is in poor condition.
- If we carry out building work, we will do what we reasonably can to make sure we use matching brick or stonework. However, we cannot guarantee this because the brick and stonework we use depends on what is available at the time from our building material suppliers. There may be variations in colour and texture, particularly if the original brick or stonework is weathered or is rare or very difficult to get hold of.
- When we install any units we will only remove any old frames and replace them with new. We will not carry out structural alterations or repairs, unless we have agreed to do so in writing. All items we remove during installation will become our property and we will be responsible for removing them unless you make arrangement which we agree to in writing beforehand.

#### 6. Price and payment

- The price of the goods and services will be the quoted price as shown in the schedule (including VAT) and will be valid for 90 days, after this time a new quotation will be required.
  - Unless clause 6.1d applies, payment of the total price (less any deposit paid (25%)) shall be made by the Customer to the Company (or its representative) immediately upon satisfactory installation. Paying on time is an essential part of this contract.
  - In some rare cases due to unforeseen circumstances, there can be issues which may result in the Installations Team needing to return at a later date. This could be as simple as a piece of broken glass. However, you will be notified of this in advance and we will require between 75% and 95% of the remaining balance, after deposit (this will be dependent on the nature of the issue) of the full invoice on the initial completion day and the remaining balance to be paid on final completion day, which will be arranged in a timely manner.
- 6.1 All payments are to be made by cheque, cash, credit/debit card or bank transfer. All draft or money orders shall be made payable to Polar Bear Windows Limited. Please note there will be a 2 ½% charge added to all credit card transactions.
- If you have finance company approval for home improvement loan, completed finance satisfaction note must be handed to the installer upon installation of the works.
  - If you choose to pay for the goods under this contract in cash, we may want to contact a credit reference agency to discover your existing credit history. If we believe you cannot pay for the goods, we may cancel the contract or agree a method of payment with you.
  - Subject to terms 6c, if you fail to pay us on the due date, we will be entitled to charge you interest on the amount you have not paid at the rate of 3% above the Bank of England base rate. We will charge interest until payment in full is received. Any additional costs incurred in recovering the outstanding monies will be liable for payment by yourselves.
  - In the event that a cheque is returned by the bank unpaid you will incur an administration charge of £15.00.

#### 7. Time for performance

##### Survey

- We will appoint and pay for a surveyor to prepare a survey report for us. This report is prepared for our benefit only.
- Should we require you to pay a deposit as a contribution for us to carry out a survey of your property. You must pay this deposit when you sign the contract. The deposit will count towards paying for the goods and services we have agreed to provide. Once we have carried out a survey, we will not refund your deposit unless you cancel the contract under clause 1 or 2.
- We will give you a proposed date for a survey which will be a date within 21 days of the date of the contract. If the survey date is not convenient, you must either phone us or write and tell us within 3 working days of us telling you about the survey. We will then try to agree with you a new date which will not be later than 14 days from the original proposed survey date.
- The survey date will be the date we give you or, if that date is not convenient, any date we agree with you. If the date on which the survey is to take place is still not convenient, you must tell us as soon as possible and we will rearrange this date one final time for a date within seven days from that survey date. However, after this, we will not have to rearrange the date.
- If you do not allow the surveyor to survey your premises on the date we arrange, we will be entitled to treat this contract as cancelled in which case you must pay us our reasonable expenses. We will refund the deposit you have paid after we have taken out our reasonable expenses.**
- You must make sure that on the survey date you or your authorised representative is present to sign the survey sheet. We can assume that any person who signs the sheet on your behalf is authorised by you, and our surveyor will not need to ask for any proof of this authority.

##### Installation

- We will tell you the proposed date for installing the windows and doors, which will usually be a date no later than 6 weeks after the date on which you allow our surveyor to survey your premises. Certain products such as arched windows and doors and inline sliding patio doors have parts that we have to specially order. In these cases, unless you agree a longer period, the proposed date for installing the windows and doors will usually be no later than 8 weeks after the date on which you allow our surveyor to survey your premises. If the date we propose is not convenient, you must write and tell us within 3 working days and we will try to agree a new date which will not be later than 6 weeks from the original proposed date. We will try and find an earlier date if this is possible.
- The installation date will be the date we have agreed with you.
- We will carry out the installation within 3 weeks of the date we begin.
- We will let you know if we have difficulties in carrying out any building work or installation that our surveyor could not have expected (using reasonable care and skill in carrying out the survey of your property) and which increase the cost of us carrying out the work for you. We will confirm these difficulties to you in writing. We will also tell you the cost of overcoming these difficulties. We will be entitled to increase the price of carrying out the work by the amount it costs to sort out any difficulties. However, if we increase the price by more than 2.5 %, you may cancel the contract. If you want to cancel the contract, you must confirm this in writing within 14 days of you receiving our notice telling you about the price increase. We will remind you of your right to cancel the contract when we tell you about the price increase. If you cancel the contract according to this clause then we will be entitled to be paid for the work we have carried out up to the date of your cancellation.**
- If, after we have carried out a survey, you refuse to go ahead with the installation, we will be entitled to treat this contract as cancelled. If we have not yet made the**

**Your right to cancel-** According to the Consumer Protection Regulations 1987, you have the right to cancel any contract you entered into during a visit by a representative of Polar Bear Windows, Doors & Conservatories. This applies when the visit is made at your home (or another person's home) or your place of work without asking for a visit. There is no right to cancel in any other circumstances unless we say so in this contract. You must send or take a written notice of cancellation to the Cancellations Department at Polar Bear Windows Ltd., At Jarretts Garden Centre, The Park, Willsbridge, Bristol BS30 6EE. You can do this either by filling in the cancellation form provided below or by sending a letter. Both methods of notice must be served within seven days of you signing the contract. If you are sending notice by post, please send it recorded delivery.

#### Cancellation form (only fill this in if you want to cancel the contract)

TO

I want to cancel my contract

Date you signed the contract \_\_\_\_\_ Your signature \_\_\_\_\_ Date \_\_\_\_\_

Address \_\_\_\_\_ Postcode \_\_\_\_\_

Send this form by recorded delivery post or by hand to: Polar Bear Windows Ltd., Jarretts Garden Centre, The Park, Willsbridge, Bristol BS30 6EE.

goods, you must pay an amount equal to 25% of the value of the contract (after VAT). If we have made the goods, you must pay an amount equal to 75% of the value of the contract (after VAT), together with our reasonable expenses.

- l If we are unable to keep the installation date or we run over Polar Bear Windows Ltd will not be held responsible for any loss of earnings.
- m Although we will try our best to avoid any damage to decoration, If damage does occur Polar Bear Windows Ltd will not be held responsible unless we have been negligent.

## 8. Preparing for the installation

- a You are responsible at your own cost for the following.
  - 1 You must make sure that you keep to all laws, orders, council or local government regulations or directions which relate to any authority or permission which you need for the installation. This means you must get all licences and permission necessary for the installation.
  - 2 You must remove all ornaments and fixtures such as curtains, pelmets, blinds and any other articles of furniture on or adjacent to the window areas before the installation and replace them afterwards. Alarm sensors must be removed as no responsibility will be accepted for damage to same.
  - 3 You must remove or re-site any gas, electrical, plumbing, security alarm, phone installations, television aerials or any similar installations and connections if this is necessary. The Company will not accept responsibility for any damage caused during installation.
  - 4 You must make sure our workmen or agents have access to the premises at any reasonable time to allow them to carry out any work they need for the installation to be completed.
  - 5 You must make sure that you do not allow anyone else to do anything which would make the premises an unfit or unsafe working environment for our workmen or agents- In particular, you must make sure all pets are secure.
  - 6 You must take reasonable care of your safety and the safety of other people on the premises while we provide the services.
- b If you do not keep to your obligations in this clause, we will be entitled to carry them out for you and charge you any expenses we reasonably have to pay as a result. We can do this as well as using any other rights and remedies we have. However, we do not have to do this.

## 9. Risk and legal rights

- a You will be responsible for any loss or damage to the goods from the installation date. However, you will not own the goods until we have received your payment and any other amounts you owe.
- b Until you own the goods you must hold them for our benefit according to our instructions.
- c **If we have to pay costs to enforce our rights against you, we will aim to recover those costs from you.**

## 10. Liability

- a **The amount we charge you assumes that you do not use your home for business purposes. For this reason if you run a business from your home, we cannot accept responsibility for any loss of profits that you may suffer as a result of us or you breaking this contract.**
- b We guarantee that all PVC-U products will keep their shape, strength, colour and resistance from salty atmospheres in coastal areas (as long as you regularly wash them with warm soapy water). This guarantee will last for 20 years from the installation for White and 10 years for all other Colours.
- c We guarantee that all composite doors will not split, rot or warp, and the finish will not peel or crack for 10 years from the installation. We guarantee the colour of your door as long as you regularly wash the product with warm soapy water. **Do not try to clean the products with solutions containing bleach or abrasive cleaners.**
- d The performance and quality of all sealed glass units, gaskets and hardware are guaranteed for 10 years from the installation allowing for fair wear and tear. We guarantee that the colour for woodgrain finish will not fade for 10 years from the installation as long as you regularly wash the product with warm soapy water. **Do not try to clean the products with solutions containing bleach or abrasive cleaners.** We do not guarantee the finish of brass door fittings or letterboxes.
- e We guarantee the performance and quality of all pet flaps for 1 year from the date we install them (allowing for fair wear and tear).
- f We guarantee the performance and quality of all electrical fans for 1 year from the date we install them (allowing for fair wear and tear).
- g If you claim under the guarantees, we will only be liable for replacing or repairing the relevant goods. You must tell us about any claim under the terms of the guarantees within 28 days of discovering the fault (or as soon as reasonably practical). You should do this preferably by sending a recorded delivery letter. This does not affect your statutory rights to claim for defective or faulty goods or workmanship.
- h If you claim under the guarantees and our engineer finds that the work you asked for is not covered by the guarantees because the problem falls within one of the exceptions in 10k, we will charge you our standard call-out fee (at the time of your call) for an emergency appointment, or a diary appointment (whichever applies). We will tell you the cost of the appointment when you phone us to make the appointment. Our engineer will give you a quote for the cost of the work. If you choose to go ahead with the work, we will charge you for the work we carry out. You must pay our call-out fee if you decide not to go ahead with the work.
- i We also give you our security pledge that if vandals or intruders force their way in to your home through a door or window we have supplied and installed (other than by breakage just to a fixed panel whether glazed or not) and you suffer theft, damage or loss, we will replace and install the product free of charge. This security pledge cannot be transferred to anyone else.
- j You will find the terms of the Polar Bear Windows, Doors & Conservatories guarantees and the security pledge in our documents 'Product Guarantee' and 'Security Guarantee'.
- k The guarantees and the security pledge will not apply in the following circumstances.
  - 1 If any fault in the goods arises from any specifications you gave us.
  - 2 If any fault arises from fair wear and tear (in our reasonable opinion), deliberate damage, accidental damage, negligence, abnormal working conditions, failure to follow our instructions, misuse or alteration or repair of the goods without our approval.

### Examples of fair wear and tear may include

- scratched handles on windows and doors;
  - pitted, marked or broken letter boxes, handles or knockers or other door or window furniture;
  - scratched or broken glass units after 30 days of the product being correctly installed; and
  - snapped keys in locks
- l You can transfer our 10-year or 1-year guarantee if you sell the property after we complete the installation and you apply to us in writing for the transfer of the guarantees within 28 days of the date you transfer ownership of the property. **We will charge you an administration fee of £50 (including VAT) for the work we carry out in transferring the guarantees.** We reserve the right to inspect the installation before agreeing to transfer the guarantees to make sure that you have met the guarantee conditions. We will write to you and let you know the result of the inspection. We will be entitled to refuse to accept the transfer of the guarantee if our inspection reveals that you have not met the guarantee conditions. We will write and tell you if this is the case and give our reasons. **If you have met the guarantee conditions, we will transfer to the new owners, the 10 year guarantees under clauses 10b, 10c and 10d and the 1-year guarantee under clauses 10e and 10f will apply for the term which has not yet passed.**

m Apart from the above situations, you or we cannot transfer the guarantees to anyone else.

- n If we have agreed as part of the contract to provide accidental glass breakage cover, you will have the benefit of this during the period that your approved finance plan is in force. You should contact your local service centre if you want to make a claim, and we will arrange for an engineer to visit your property,
- o We will not be liable or have broken the contract if there is a delay carrying out our services if the cause of the delay is beyond our reasonable control.
- p You can choose laminated, annealed or toughened glass. We will try to make sure that the quality of the glass supplied is of a proper standard. **However, there may be minor faults which are not covered, such as bubbles or blisters, hairlines or blobs, fine scratches less than 25 millimetres long or very small particles which are not obvious. We cannot accept responsibility for these faults. We also do not accept responsibility for faults which arise unavoidably from the process of manufacturing toughened glass.**
- q We may make an appointment for our engineer to visit your premises if you have contacted us to
  - l.. make a claim under any of our guarantees (in line with 10g); or
  - l.. make a claim under the security pledge.You may cancel or rearrange your appointment as long as you give us 3 days' notice. If our engineer calls and on two occasions cannot gain access to your premises to carry out an inspection or any work necessary, we can charge you a fee for our engineer's time and cost. We will only make this charge after you have already failed to keep one appointment.
- r The appointments we arrange with you under clause 1 Or will either be a morning appointment (between 8 am and 1 pm) or an afternoon appointment (between 12 noon and 5 pm). We will try to keep to the arranged appointment times. Sometimes, our workmen may be delayed because of circumstances beyond their control and we will not be liable to you for any delay. We will make every reasonable effort to tell you if our workmen have been delayed and when they are likely to arrive.

## 11. If you become insolvent

- a This clause applies in the following circumstances.
  - l.. You make a voluntary arrangement with your creditors
  - l.. An administration order is made against you or you become bankrupt or go into liquidation.
  - l.. Someone takes possession of a receiver (including an administrative receiver) is appointed over any of your property or assets.
  - l.. You stop or threaten to stop carrying on business.
  - l.. We reasonably believe that any of the events mentioned above are about to happen and we tell you this.
- b If any of the above happen, we will be entitled to cancel the contract or suspend any further deliveries without liability. If the goods or services have been supplied but not paid for, you must pay any amount you owe immediately. This will not affect any other rights or remedies we have.

## 12. General information

- a We will be entitled to carry out any of our obligations or rights through any other company which is our holding or subsidiary company. However, apart from this you and we cannot transfer this contract to any other person without both of us agreeing in writing.
- b If you break the contract and we decide not to take action in this instance, it will not affect our right to take action in the future.
- c If any of these conditions is held to be invalid or unenforceable, it will not affect the other conditions.
- d Any notice must be delivered by hand or sent by first-class post or recorded delivery. If sent by post it will be assumed to be received 2 business days after posting. **We strongly recommend that you send any notices to us by recorded delivery.** If sent by hand or recorded-delivery post, to prove whether a notice has been delivered, you or we must produce a signed receipt. If sent by post you or we must prove that the communication was in an envelope which was properly addressed, stamped and posted.
- e Our address and details are:
  - l.. If you want to send a notice to cancel the contract, please address it to the Cancellations Department.Your address will be the installation address shown in the schedule.
- f This contract does not create any right which can be enforced by any person other than you or us except for rights under any 1-year or 10-year guarantee that are validly transferred under clause 10l and may be enforced by the person to whom the guarantee is transferred.
- g This contract will be governed by English law. If there is a dispute, it will be dealt with in the English courts.

### Please note

- h **Unfortunately we have to use abbreviations and product codes. If you are not sure what they mean, please ask the salesman or surveyor.**
- i **We cannot guarantee that you can get rid of condensation, if any, by installing the goods. Double glazing is designed to reduce heat loss. Fitting double glazing products will not get rid of condensation. This depends on the environment within your borne.**
- j **By law the glass we use must meet building regulations. From April 2002 the glass we use in your windows and doors (where the glass area is more than 50% of the overall size of the frame) will have a slightly different appearance to ordinary annealed or laminated glass. You may notice a slight difference between the colour of the glass in your new windows and doors and the colour of the glass in your existing windows and doors.**
- k **All leaded and Georgian-effect products may have slight variations and we cannot guarantee to completely match patterns next to windows or door areas as the patterns are set out and spaced according to general trade practice.**
- l **If you ask us to do investigative work to see if the installation is suitable for your property you should realise that to carry out investigative work there is the risk of damage to your property. We cannot be liable for consequences or making good the area we have investigated. However, we will use reasonable care and skill when carrying out the investigative work.**

## 13. Complaints Procedure

- a. If you have a complaint we want to know as soon as possible to help us to put things right promptly.

Contact our Offices with your details and a description of your problem. We are here for you from 9am to 5pm Monday-Friday and 9am to 1pm Saturday. Call us on 0800 078 7449 / 0117 327 0127 or email us [sales@pbwl.co.uk](mailto:sales@pbwl.co.uk) or write to us at Polar Bear Windows Ltd., Customer Services, Jarretts Garden Centre, The Park, Willsbridge, Bristol BS30 6EE. However you contact us, we will :

  - Let you know we have received your query
  - Tell you who will be responsible for investigating along with their contact details
  - Endeavour to return phone calls and emails within one working day
  - Do everything we can to resolve things as quickly as possible
  - Do what we can to attend within fourteen days if a visit to your property is needed
  - Keep you regularly informed of progress throughout.

Polar Bear Windows Ltd are accredited members of The DGCOS (The Double Glazing & Conservatory Quality Assurance Ombudsman Scheme), The QANW (Quality Assured National Warranties) and The UK Trades Confederation.

In the unlikely event of a complain arising where we cannot resolve the issue using our own complaints procedure, as a Which? Trusted Trader we use Ombudsman Services Ltd for dispute resolution. Should you wish to refer the complaint to them, please contact Which? Trusted Traders in the first instance on 0117 981 2929.