

# **PEAKE JOINERY AND BUILDING CONTRACTORS LIMITED**

## **Terms & Conditions Document**

Any increases in costs or expenses arising from any changes to the contract requested by you or any act or omission or any special requirement of you, J Peake may at its option charge you for the changes.

Should you after the date of the Final Survey or Contract whichever is the latter, make (or contract with another person or company to make) any alternations at the delivery address which J Peake considers will result in change being required to the goods or working conditions to which the contract applies J Peake at its option may, make an increase cost or expenses to alter or carry out the work.

J Peake Technical Survey is only intended to ensure the correct size of the new goods and that they can be successfully removed and replaced. The Technical Survey is no way a Structural Survey or will reveal as "Hidden Defects". J Peake recommends that you obtain an independent Structural Survey of the Delivery address before installation of the goods.

Delivery estimates and installation estimates are given in good faith based on materials and labour being normally available. In the event of supplies or labour being adversely affected by strikes, lock outs or any other disruptions or contingences beyond J Peakes control, J Peake shall not be held responsible for delays, breaches of contract or any other loss or liability incurred by you through delayed or no delivery.

You will provide reasonable access to enable installation to be completed as soon as advised that products are ready and will notify J Peake of a suitable appointment for installation. If within 14 days of such advice as appointment for reasonable access has not been found the balance of the purchase price will become due and payable immediately.

If after the installation dates have been arranged and cancelled by you then all the monies due to J Peake must be paid in full immediately. J Peake is released from its obligations under the contract and may dispose of the goods in any manner, which it sees fit.

You will provide access at the delivery address to at least 1 No. 240 volt electric supply free of charge to J Peake to enable J Peake to carry out its installation.

You will also provide access at the delivery address for running water free of charge to J Peake to carry out wet trade works.

You will be responsible for clearing the area the goods will be installed of any objects (including furniture and soft fittings), which could be damaged during the installation of the goods.

You are responsible for removing any blinds, shades, curtains or curtain rails and for ensuring that the area (and any furniture) is properly covered with dust sheets. If you do not do so J Peake shall not be responsible for any damage or soiling that may occur to the carpets, furniture, soft furnishings, blinds, shades, curtains, curtain rails or other items unless such damage arise as a direct result of J Peake's negligence.

J Peake will take all reasonable care during the installation of the goods, however by its very nature the process of installation replacement windows and doors may cause some damage to internal or external decoration. J Peake shall not be responsible for damage to internal or external decoration or to any other item in the vicinity of the installation, caused by the installation of the goods except where such damage arises as a direct result of J Peake's negligence. J Peake will not be responsible for re-

fitting of blinds, shades, curtains or curtain rails. J Peake cannot guarantee that any existing curtain, blinds, shades or curtain rails will fit the new installation.

J Peake ask you to note that no guarantee can be given that your old windows or doors will be removed in one piece or that any part thereof can be saved for reuse.

J Peake will take every care to carefully remove Aerial Coaxial Cables, Satellite Cables and re-connect but cannot in anyway guarantee a connection. J Peake recommends that you employ a specialist contractor to re-route or reconnect the cables.

J Peake will remove carefully any alarm but will not refit or reconnect. J Peake recommends that you employ a specialist alarm contractor to carry out such work.

All glass used by J Peake shall be of good quality but due to the nature of the manufacturing process, it cannot guarantee to be completely free of minor blemishes and imperfections. Such imperfections or scratches will no way affect the performance of the double glazed unit. J Peake draws your attention to the fact that such glass has a soft surface and reasonable care should therefore be taken when cleaning to prevent any damage to the surface from abrasive cloths , detergents etc.

All leaded glass windows produced by J Peake are individually made by hand. J Peake shall sue its endeavours to ensure the coloured glass match as closely as possible to the shade depicted in any of J Peake's brochures or samples. Due to the nature of production and inherent properties of the glass, J Peake does not warrant that a perfect colour match will be made.

Although double glazed units normally reduce condensation on glass there can be variations indifferent types of property and therefore no guarantee of this can be given.

All building works to be carried out in connection with the installation shall be carried out by the Building Division of J Peake. It is a condition precedent to this contract that the customer shall enter into a separate agreement with J Peake, in respect of such building work upon J Peake's standard terms and conditions of trade to building work and at a price to be agreed between J Peake and you. Should you fail to execute such a contract then J Peake shall have the right, at its discretion to terminate this contract with you forthwith by notice in writing.

Samples and demonstration models of products are used to show typical product composition. The window or other products detailed in the Purchase Order will be made and installed by J Peake using such manner and materials considered suitable and pursuant to the J Peake policy of continuous improvement to its products. J Peake reserves the right to make necessary modifications in design, specifications or composition.

Brassware exposed to the atmosphere tarnishes, J Peake is therefore unable to extend the warranty to cover brassware.

J Peake further reserves the right to make any modifications in design, specification, composition or installation to existing product which it may consider necessary or desirable following an inspection by one of its authorised employees. Such modification (and change, if any therefore) shall be made at the absolute discretion of J Peak. Following advice from it's after care team, if J Peake intends to charge for any such modification such a charge shall be agreed with you in advance of any work being done.

The guarantees do not cover accidental damage resulting from failure to follow maintenance instruction.

The guarantees will be immediately invalidated should anyone other than J Peake's approved representative carry out work described in the attached routine maintenance plan.

A minimum call out charge will be made for all service calls not covered by warranty and any further work thereafter will be charged at the prevailing rates communicated to the customer prior to commencing works.

50% of the total order value is due on the delivery of the products. If delivery is the first date of installation then payment before installation takes proceeds, the balance of the order value is due on completion. All Bankers Drafts or order to be made payable to **PEAKE JOINERY & BUILDING CONTRACTORS LTD**

By agreeing a date for installation of the goods you are deemed to have warranted that you have sufficient monies to pay your account in full on completion.

After the contract has been signed you have a Fourteen Day cancellation period after which the contract is legally binding and 90% of the total balance will be charged for any cancellation thereafter. Cancellations within seven days must be sent by recorded delivery.

**Customer Signature** .....

**Oder No:** .....

**Date:** .....

**PEAKE JOINERY & BUILDING CONTRACTORS LTD**

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