



NAC
HOME IMPROVEMENTS
DOORS - WINDOWS - EXTENSIONS



t: 01480 533898

w: www.nachomeimprovements.com
e: enquiries@nachomeimprovements.com

East Hall Farm, East Hall Lane, Wennington, Rainham RM13 9DS

Terms and Conditions of Business

PLEASE READ AND SIGN THIS DOCUMENT

1. DEFINITIONS

In these conditions:

"Contractor" means NAC Home Improvements Ltd

"Purchaser" means the person(s) named as such below

"Contract" means the contract between the Contractor and the Purchaser for the Works comprising the quotation, these Terms & Conditions and any other documents specified within the Quote.

"Contract Price" means the price payable by the Purchaser to the Contractor for Works, as shown in the Quotation, plus any Value Added Tax (VAT) where applicable (and as varied in accordance with the Contract)

"Quotation" means the Contractor's Quotation referring to these Conditions

"Payment Terms" means the length of time the Purchaser must pay the Contractor any invoices owed for completed Works

"Works" means the Works described in the Estimate (as mentioned in accordance with this Contract)

THE PARTIES

This agreement is made between the following:

CONTRACTOR: NAC Home Improvements Ltd	PURCHASER:
Warboys Road, Huntingdon, PE28 3AG	
Business Number: 15301972	
VAT Number: 463693657	

QUOTED CONTRACT VALUE: £

2. CONTRACT

The Purchaser and the Company will contract in the event of acceptance of this order by the Company. No variations of this order or such contract or the specified works shall have effect unless agreed in writing under the signature of duly authorised Officer of the Company.

NAC HOME IMPROVEMENTS LTD

Company number: 15301972. VAT number: 463693657. Registered in England and Wales. Registered office: East Hall Farm, East Hall Lane, Wennington, Rainham RM13 9DS



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3. ACCESS

The Purchaser shall grant the Company's representatives access to the premises at all reasonable times for the purpose of taking measurements, carrying out the works forming the subject of the contract and for any subsequent remedial works required.

4. SURVEY

As soon as practicable following receipt of this order by the Company, the Company will arrange for detailed measurements for the proposed works at the Purchaser's property to be taken by an appropriate representative of the Company to satisfy itself of:

- a. The appropriateness of the price specified over
- b. The technical viability of the works
- c. The Purchaser's signed approval of all details taken by said representative including product styles, handles and glass types.

In the event the Company deems it necessary, it reserves the right to revise the quoted amount following the survey. If a revised price is not acceptable by the Purchaser within 7-days of the quotation thereof, the Company will be at liberty to cancel the Contract by written notice to the Purchaser.

5. PAYMENT

Upon acceptance of the Contract, the Purchaser shall be liable for up to 50% of the full value of the Contract (*amount discussed during initial visit*), payable immediately. On build works there will be the requirement of stage payments. A 'Day One Stage payment' on the first day of installation/ works, and a further stage payment once the property has been made watertight. (*amounts will be discussed at the initial visit*) The Purchaser agrees to pay the balance payable at stages detailed by the Company and upon fulfilment of that stage of the Contract on the due date stipulated by the invoice. Payment shall be made by way of Bank Transfer or Card (cheques will not be accepted by NAC Home Improvements Ltd). Payments made by Bank Transfer shall be made to NAC Home Improvements Ltd through the bank details listed on the invoice. Upon completion of the works the balance falls due immediately. The Company shall have the right to charge interest on any overdue balances at a rate of 8% above the bank of interest rate set at that time per month until the funds have cleared their accounts.

Any variation in the applicable rate of Value Added Tax (VAT) or where VAT is shown overleaf will be passed to the Purchaser.

Please note that any variation to this contract will be subject to a £30+vat per change fee.

6. CANCELLATION

The Purchaser has the right to cancel their Contract. The Purchaser must notify the Company in writing if they wish to cancel.

Cancellation charges apply as follows:

1. Within 7-days of the Contract date - Full deposit refund, providing the Purchaser has not requested in writing that the survey be carried out within the cooling off period, in which case a 7.5% survey and administration charge apply to the cost of the Contract.



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2. Cancellation after 7-days but prior to custom made products being ordered - Deposits paid are non-refundable.
3. Cancellation after custom measured products have been ordered (the goods manufactured will become the property of the Purchaser):
 - a. Supply only contract - 100% of contract price
 - b. Supply and fit contract - 100% of contract price
 - c. Contract with build works - 80% of the contract price

7. TIMESCALES

Whilst the Company will endeavour to meet any delivery or installation dates given, time is not the essence of the Contract. The Company is dependent on the timescales of its suppliers and therefore is not liable for any delay in completion of the work which arises from causes beyond its reasonable control.

Under no circumstances is the Company liable to claims for compensation based on delay inconvenience, rental loss or the Purchaser taking time off work.

8. GUARANTEE

The Company guarantees to make good any defect in the products supplied by the Company subject to the following conditions:

- a. The guarantee is effective only once full payment has been received upon completion of the Contract.
- b. The Company undertakes to repair or replace free of charge any framework supplied which proves defective as a result of faulty materials or workmanship within 10-years from the date of installation.
- c. Any repair work carried out or replacement units supplied within the guarantee period will also be covered by the Company's undertaking, but only for the portion remaining of the guarantee period.
- d. Locking mechanisms, hinges and all moving parts are guaranteed for 2-years, subject to regular maintenance by the Purchaser. Cosmetic deterioration to handles, letter plates, door handles, etc. due to general wear and tear are not covered by this guarantee.
- e. Sealed units are guaranteed for 10-years. This includes any units that develop condensation or fogging between the glass of the sealed units as a result of water ingress. No guarantee is given concerning the prevention or reduction of condensation on the outside faces of the sealed units. Nor does the guarantee extend to faults associated with water ingress resulting from broken or cracked glass or other faults due to accident, misuse, tamper or neglect.
- f. Glass manufacturers will not provide guarantees covering minor imperfections or shade variations, as per industry standard, if these are not visible when standing 1 metre away from the glass.



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- g. Should the Purchaser instruct another third party to carry out works on the products installed by the Company without the Company's permission, the guarantee becomes void.

The Company accepts no liability in respect of the following:

- a. Damage due to accident, extreme weather conditions, storm, flood, neglect, misuse, faults or premature deterioration which result in the Purchaser's failure to comply with the Company's maintenance instructions supplied with the Company's guarantee.
- b. The failure of the installation to reduce or eliminate condensation
- c. Damage resulting from the subsidence due to soil shrinkage, underground or mine workings.
- d. Minor defects to plaster work or brickwork due to settlement
- e. Damage to the unit attributable to the failure of foundations or structure where these have not been constructed by the Company.
- f. Discolouration or frost damage to brickwork.

9. MATERIAL

All descriptions, specifications, drawings and particulars submitted by the Company are approximate only. Representatives, 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 shown. Units shown in the Contract will be measured by the Company's Technical Surveyor for the purpose of manufacture and will be manufactured in the way considered suitable by the Company. The Company reserve the right to make minor alterations to the specification of the product and installations described overleaf, subject to any changes being of comparable quality or fitness for the purpose.

10. PLANNING & CONSENT

Where planning permission is required for the works to be carried out, this is the responsibility of the Purchaser to ensure that the necessary permissions and consent have been provided by the governing body. The Company shall not undertake any work on behalf of the Purchaser, until such time that the Purchaser can provide written confirmation of any planning consent being approved.

11. VARIATIONS

If the Purchaser wishes to omit or vary any of the Works (or design or materials) they must inform the Company in writing. The Company will then supply to the Purchaser an estimate of the cost of the variation and the likely effect on the Contract period and Completion Date. Unless the Client withdraws their request for a variation when they receive the Contractor's estimate, the Contract Price will be adjusted in accordance with the Company's Quotation (or as otherwise agreed between the Purchaser and the Company) and an appropriate extension of time for completion of the Works shall be agreed. If a variation is agreed verbally, either the Company or the Purchaser must confirm it in writing within 24 working hours. The Company will notify the Purchaser if he encounters any difficulties which he could not have reasonably foreseen when submitting the Estimate and, in those circumstances, a fair and reasonable adjustment to the Contract Price and Completion Date will be made. The Company reserves the right not to comply with any request for a variation which would increase the value of the Works by more than 25% of the original Contract Price.



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12. INDEMNIFICATION

The Purchaser shall indemnify the Company against all claims, costs and expenses which the Company may incur and which arise, directly or indirectly, from the Purchaser's breach of any of its obligations under this Agreement.

13. DISPUTES

The parties will endeavour to settle any dispute or difference amicably by direct negotiation.

If they are unable to settle the dispute, it may be referred by either party to adjudication in accordance with the CEDR (Centre for Effective Dispute Resolution) Adjudication Rules. The decision of the adjudicator will be final and binding on the parties unless a notice of dissatisfaction is served by either party on the other within 28-days of the decision.

Any dispute that is not resolved by negotiation or adjudication will be finally settled by the courts of England and Wales.

14. INDEPENDENT CONTRACTORS

The Company and the Purchaser are independent of each other, and neither has the authority to bind the other to any third party or act in a way as the representative of the other, unless otherwise expressly agreed in writing by both parties. The Company may, in addition to its own employees, engage sub-contractors to provide all or part of the Works being provided to the Purchaser and such engagement shall not relieve the Company of its obligations under the Contract or any other applicable documentation.

15. ENTIRE CONTRACT

This Contract contains the entire Contract between the parties relating to the subject matter and supersedes any previous agreements, arrangements, undertakings or proposals, oral or written. Unless expressly provided elsewhere in this Contract, this Contract may be varied only by document signed by both parties

16. GOVERNING LAW AND JURISDICTION

This Contract shall be governed by and construed in accordance with the law of England and Wales and the parties hereby submit to the exclusive jurisdiction of the English Courts.

17. SOCIAL MEDIA

By signing this contract you are giving NAC Home Improvements Limited full permission to use any images of the installation at your property, for our own marketing purposes.



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Signed for on behalf of the Company:

Name: Nicholas Bannister

Signature: *N. Bannister*

Title: Managing Director

NAC Home Improvements Ltd
Warboys Road
Huntingdon
PE28 3AG

Signed for on behalf of the Purchaser:

Signature: