



# Terms and Conditions

## DM Window Solutions Ltd.

Lombard Business Park  
8 Lombard Road  
London | SW19 3TZ

Phone: 0203 174 0208  
Fax: 0208 543 2299

E-mail: [info@dmwindowsolutions.co.uk](mailto:info@dmwindowsolutions.co.uk)  
Web: [www.dmwindowsolutions.co.uk](http://www.dmwindowsolutions.co.uk)



## 1. To place an order:

Please write, fax or e-mail us the Order Form to confirm that you wish to proceed with the order, quoting our reference number from the top of our quotation.

Subject to the terms detailed in the quote, the quotation is valid for 60(net) days from the date stated. By accepting our quotation whether verbal, in writing, fax or email you are agreeing to comply with our terms set out here. We will require you to sign and date our Order Form to confirm the dimensions/design of windows and/or doors ordered by you, before manufacturing them.

Clients have a 7day cooling-off period during which they have an unconditional right to cancel the contract. In the case of services, the cooling-off period normally ends seven working days after the day the order was made - or after written confirmation is received. Clients must inform us in writing - by letter, fax or email - of their decision to cancel.

## 2. Deposit:

We will require a deposit to confirm your order. This represents 50% of the total invoice value. On receipt of your deposit, your order will be entered into our ordering system. You will then be sent an order confirmation via internet. Your deposit as well as the whole project will be insured with us through GGF. We are their member.

## 3. Payment methods accepted:

Our preferable method of payment is by transfer on our bank account:

DM Window Solutions Ltd, Barclays Bank, Sort Code: 20-96-89, Acc No: 90561908.

However, we accept cheques as well. Please, note that paying by this method usually means that the lead time will have to be extended to cover for the few days until the cheque is clear.

We also accept card payments over the phone, etc. Please note that all credit card transactions incur a 3.40% surcharge.

Please, do let us know that you have made a payment by using your name and a Reference Number from the quotation as a payment reference. If preferred, just indicate that you wish to proceed and we will send you a provisional order acceptance letter with a deposit invoice by return.

## 4. Lead times:

Our current lead-time, from receiving the deposit and signed Order Form to the delivery date of the ordered items, is 6 - 7 weeks. Occasionally, this can be subject to change. However, we will advise you on that at the time of placing the order.

## 5. Order confirmation:

Once we received completed order form from yourself and deposit monies are in clear funds on our account, we will send you an order confirmation and full VAT invoice by return.





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## 6. Payment of final invoice balance:

As soon as the ordered products are manufactured, we will contact you to agree on the mutually convenient delivery or collection date. We will require the outstanding balance of 50% to be paid to us before the delivery date. Shortly before the date agreed for delivery or collection, we will contact you to ask you to settle your outstanding balance. Please, ensure that we receive this in cleared funds prior to collection or delivery in order for your products to be released. Note: due to other site works it may not be practically possible to deliver all the windows to site at one time. If this is the case we will store the finished windows at our premises until they are required. If we are storing the windows we will still require this 50% interim payment to be paid before any of the finished joinery is dispatched. If, for any reason, our final invoice cannot/will not be paid in accordance with these terms, the outstanding balance may be regarded as a "late payment". The goods remain our property until the contract price is paid in full.

Please, note that in order for the delivery/installation to take place as pre-arranged, the outstanding balance has to be settled at least 3 working days prior to the expected date. Otherwise, we will not be able to guarantee the date for you and the delivery/installation is very likely to be postponed.

## 7. Delivery:

We will discuss and confirm a mutually convenient date/time with you and then re-confirm the delivery time on the pre-arranged delivery day. The delivery of the windows/doors is usually carried out by our courier company. We cannot guarantee that the driver will help with the off loading of the windows/doors. Therefore, you will need to make arrangements for adequate personnel to be on site to do this. You will also be responsible for ensuring adequate access to the delivery site to enable delivery to take place. For the addresses where a parking permit or a bay suspension is required, it is your responsibility to provide us with such. You should ensure that the site is ready for the delivery in all respects.

We include a maximum waiting time of 30 minutes from the point when the courier arrives to when off loading must begin. Should you fail to provide adequate personnel to off load the windows /doors starting within 30 minutes of the courier's arrival we will pass on our couriers waiting charges of £50.00 plus VAT per hour. If for any reason you fail to successfully off load the windows/doors and these have to be returned to our premises, we will pass on all incurred additional charges plus the re-delivery fee.

You or your proxy will be asked to sign a copy of the Delivery Note as acknowledgement of receipt of the windows/doors. The delivered products should be inspected carefully as the unqualified signature shall be deemed to signify your acceptance that the products are in good condition.



## 8. Late payment:

We understand and will exercise our statutory right to interest under the Late Payment of Commercial Debts (Interest) Act 1998 if we are not paid according to these agreed terms. We reserve a right to appoint a debt collection service to perform debt collection services, receive payments and disbursements from our debtors.



## 9. Faults:

Any faults must be identified and detailed in writing within no more than seven working days of delivery of said items to site. We will have no liability for any faults that are identified after this time period has elapsed.



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## 10. Additional ironmongery + fittings:

If requested, we can supply you with additional window/door furniture, fittings and/or locks etc (which are not already included in the enclosed quotation) these we will charge at our supplier's list price plus 15% + post & packing/delivery at cost price (if applicable). If you would like us to fit any of these items the labour charge would be quoted and agreed with you beforehand.

## 11. Publicity:

Unless you specifically request us not to, we may use photographs of your windows/ doors bought with us, of your property in connection with our products, services, etc. in advertising literature including brochures and our website. Your name, your address and/or any personal details will not be divulged to anyone without your prior consent.

## 12. Our insurance:

We have a public liability insurance policy with cover of up to £2,000,000. A copy of our insurance policy is available on request.

## 13. Installation:

In the event that you instruct us to perform or assist with the installation process, we will charge £250 per man-day for the labour. We will, however, offer verbal assistance free of charge. You can also request a quotation for installation from us which we will try to provide you with after undertaking a site survey. There is a minimal service charge of £250.

Note: The installation price is subject to our final survey as it excludes the situation where scaffolding has to be used or for any reason the fitting would have to meet any special or unique requirements. On these occasions the price will be charged differently and is due to a mutual agreement. There may be a separate invoice issued to a client for the installation only upon completion or if the quotation was for supply and installation, normal rules apply.

If you decide to use our services for installation, you can expect to receive the FENSA Certificate for your windows/doors as we are a registered FENSA member.

The windows and doors are going to be correctly installed in accordance with best practice and in compliance with the current regulations.

By installation we understand:

1. Property protection.
2. Removing existing windows and setting them aside.
3. Preparing openings and installing new windows/doors using adequate bonding materials (builders expanding foam, brackets, screws, etc) so as everything is watertight.

Installation does not cover:

1. Making good internal surroundings of windows/doors afterwards.
2. Re-installing old internal architraves and window boards (Please, note that in most cases the old internal architraves or window boards cannot be used again with new windows/doors. The new internal architraves and window boards are not included in the price for installation. If you require us to provide you with such, extra charges will follow.).
3. Painting and decorating.





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If you would like to include in your installation anything beyond the above, please do inform us about it beforehand rather than during the installation as we cannot guarantee that we will be able to assist with your requirements.

Please note that if you decide to have the windows installed by us at the same time as ordering products, we will try to schedule the installation as close to the given lead time as possible. However, if you decide on having the installation at any point after placing the order for supply only, the date of installation can be affected. DM Window Solutions Ltd reserves the right to honor already existing commitments before accommodating the day of installation preferred by you.

## 14. Liability:

Any concession, latitude or waiver allowed by us at any time shall be without prejudice to the strict and full rights under this contract and shall not prevent the company subsequently exercising such rights.

The price quoted is subject to our final survey. In the event that there is a revision in your requirements or there is an alteration in the specifications or if in the very unlikely event, for any reason, we are unable to manufacture the requested joinery at the price(s) quoted, we reserve the right to re-quote. In this instance you would be given the option of accepting the revised price or having your deposit returned. However, once manufacturing has commenced, any paid deposit is nonreturnable.

If, despite a reason, the order is cancelled whilst manufacture is in progress, we reserve the right to charge for the proportion of the work undertaken to this date, up to a maximum of the full agreed quoted price plus VAT. A formal contract will apply only once we have carried out the final survey and clarified specification and detail. The final measurements will be taken from existing opening sizes. If openings are to differ from the existing, or the openings are to be newly formed, we must be informed. New opening sizes must be confirmed in writing. We will not accept responsibility if opening sizes are changed subsequent to our final survey being carried out and we are not informed as detailed above. The agreed price will include everything specifically detailed in the attached quotation or as revised and agreed on the final survey.

Note: Where no final site survey was requested/required: If you instruct us to manufacture windows/doors which we have manufactured based on your given sketches, drawings or architects plans which you provided by fax, email or hardcopy or where you have signed and approved documents which we have done for you, once the windows/doors have been supplied by us under no circumstances can we be held responsible for incorrect supply if the windows/doors match the elevation, location, dimensions, detail, design and specification given in our quotation or as detailed in the original faxed, emailed or hardcopy instruction from you or lastly where you have signed and approved documents unless a written instruction had been received from you prior to the manufacturing process proceeding. Therefore, note that any retrospective instruction shown to us, subsequent to the windows/doors being delivered allegedly inferring that the order was in fact different from that supplied windows/doors will be considered irrelevant and void.



We shall not be liable for any delay in the completion of the work which arises from causes beyond the reasonable control of ours. In the event that time has been made the essence of the contract, time shall not run during any period when delay on that account is operating. We shall be under no liability to make good any existing damage or latent defects to brickwork, plasterwork, pebble-dashing, rendering or any similar material, painting decoration, woodwork, light fittings, fences, furniture or telephone and cable/TV wiring. Furthermore, we cannot ensure that existing blinds will refit unaltered after the fitting of replacement windows and/or doors or accept liability for the replacement of damaged wall tiles or for any redecoration required as a result of their fitting procedures or when brickwork is knocked down.

No liability is accepted for any consequential loss or damage, however arising.



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## 15. Manufacturer's Guarantee

Our windows and doors have manufacturers' guarantee. It covers:

	Provided that the windows/doors are installed by us:	Provided that the windows/doors are installed by others:
Rot & Fungal Infection	30 years	30 years
Window structure	10 years	5 years
Hardware	5 years	3 years
Weatherseals	5 years	3 years
Glazing	5 years	5 years
Finishes	5 years	3 years

## 16. Exclusions

We cannot be responsible for and the Manufacturer's Guarantee does not cover defects beyond our control, i.e. damage after delivery to site, faults arising from misuse or abuse of any of the mechanisms of the windows or doors themselves, incorrect storage, incorrect installation by others, accidents or malicious damage, windows exposed to more than an average humidity level or other adverse weather conditions, incorrect or insufficient maintenance of timber, damages caused to the products as a result of not protecting them during any construction or refurbishment works. Also, any changes to the appearance and/or structure of any product making it differ from the original state (i.e. applying additional coating different from specified in the quotation). Any such changes have to be consulted with us otherwise it would adversely affect the warranties.

Please, be aware that it is natural that the timber windows/doors will expand and contract due to differing temperatures and humidity levels. We are not to be held responsible for any damage done to the windows through the lack of the humidity control in the property (for instance: new plaster, concrete screed, wet room, damp). The average relative humidity level is between 35% and 45%. If this is exceeded, we would recommend investing in a dehumidifier. Prior to the installation taking place all screed, plastering and rendering must be finished and dry. The same applies to effects of the phenomena being associated with the wrong conditions for the indoor air-conditioning and incorrect ventilation of premises.

Guarantee also excludes:

1. Defects that are invisible after installation and do not affect the utility value of the product.
2. Cracks and scratches of the glass after acceptance.
3. Deformation of the seals, damage to drip, obstruction to ducts, hardware damage caused by deregulation.
4. Damage due to improper operation or maintenance of the product, the use of improper means to wash or clean.
5. Natural changes in the colouration caused by sunlight.
6. Scratches and damage to the paint, hardware components after acceptance.



Any Client who fails to pay or is late with any payment for goods delivered or services rendered will not be offered the Manufacturer's Guarantees.