

MG Window Systems Terms and Conditions

The Company is **RFC Services Ltd** Trading as **MG Window Systems**.

The Customer is the Business or person buying from the Company and is responsible for all measurements and design given to the Company. The only variation on this is when the measurements and designs are taken by a representative of the Company.

The Goods means the sealed double glazed units and all product fittings. All dimensions to be supplied in metric and designs as viewed from outside.

The terms set out hereunder apply to any contract made between the Company and the Customer and shall prevail over any standard terms and conditions of the customer.

These terms shall constitute the entire contract between the Company and Customer and the Customer shall acknowledge that he has not entered into the contract in reliance on a representation or warranty made or given to him. Any variation waiver or addition to these terms shall only be binding on the Company if it is in writing and is signed by the Company's duly appointed representative.

All written quotations given by the Company shall constitute an offer and shall remain open for acceptance by the Customer for 30 days from the date thereof.

On the quotation the Company shall indicate the amount of the deposit (if any) required from the customer upon acceptance of the quotation.

Customer orders will only be acceptable and binding in writing. Any orders cancelled or details of the order altered, before manufacture begins may be subject to a reasonable cost to cover any costs incurred by the Company.

In the event of a change in the rate of V.A.T. applicable prior to the date of installation the Company reserves the right to increase or decrease the V.A.T. payable to the rate current at the date of purchase.

Where the Company are supplying the goods only, any risk in the goods shall pass over to the customer upon signed delivery.

Where the Company are supplying and installing, all risk and absolute ownership of the goods shall remain solely the Companies until such time as the agreed payment has been made.

Unless otherwise agreed in writing by the Company the Customer will accept delivery and where applicable installation of the Goods as soon as reasonably practical. If the Customer fails to accept the pre-arranged delivery, the goods will be returned to our depot for collection by the Customer. If re-delivery is required the Company reserves the right to do so at extra reasonable cost.

Goods supplied under this order will be of a satisfactory nature and fit for purpose.

The Company recommends that in the case of supply only a competent or qualified person install the Goods supplied. Due to onsite handling and installation factors, adjustments may have to be carried out by the installer.

The Company may make minor technical changes to the Goods that will not affect their function or appearance.

Where the Company installs the Goods for the Customer.

- 1) The Company will arrange for a surveyor appointed by it to carry out a survey of the Customer's premises and for this purpose the Customer shall allow the surveyor reasonable access to his premises. On advice of the surveyor the Company may at any time cancel the contract without compensation in which case it shall notify the Customer in writing and return to the Customer any deposit paid.
- 2) Internal window boards will not be supplied or replaced by the Company unless specified in writing on the contract.
- 3) The Company will make good any brickwork and plasterwork in the immediate proximity to the installed goods but the Customer alone will be responsible to make good any internal decoration which may of necessity be disturbed.
- 4) The Company will accept no responsibility for any damage caused upon removal of frames where existing materials are not soundly 'keyed' or have not been maintained in a satisfactory condition.
- 5) The cost of any unforeseen structural alterations which the Company may be obliged to carry out to the Customer's premises as a result of the installation any consequent remedial work shall be paid for by the Customer and shall be added to the agreed original contract price.
- 6) Where the Customer is having the Goods installed by the Company the Customer has the right to cancel the contract within 7 days of the date signed and any deposit paid will be returned within 14 days. Full details will be provided with any written quotations.

The Company take no responsibility for any accidents or claims arising after delivery of the Goods. Please be mindful of safety requirements for safety handling and installing the goods. 7)

Complaints should be addressed to; Mr. M. Russell, MG Window Systems, Unit 3 Letts Road, Northampton, NN4 8HQ

Guarantees:

MG Window Systems offer a 10yr guarantee on the White PVCu profile. This is in respect to colour stability, shape retention and impact strength retention.

A 5yr guarantee on coloured laminate profiles. This is in respect to adhesion of laminate, shape retention and impact strength retention.

A 5yr guarantee on sealed units. This is in relation to condensation appearing between the sealed sections of an undamaged sealed unit.

A 1yr guarantee on all window/ door furniture that fails in operation.

This guarantee runs from the date of delivery or installation and is fully transferable. It is offered in addition to the Purchaser's existing Common law and Statutory rights. Details of any transfer of ownership must be sent in writing to MG Window Systems, Unit 3 Letts Road, Northampton, NN4 8HQ.

If these final paragraphs operate as the guarantee you need to include details about how to make a claim, who to contact etc unless you have a separate document you provide to customers.

All claims must be made in writing and sent to Mr. M. Russell, MG Window Systems, Unit 3 Letts Road, Northampton, NN4 8HQ.

A description of the claim should be provided along with the Claimants full name, home address and the original contract number.

Alternative Dispute Resolution

Consumer legislation requires you to inform customers you have access to an Alternative Dispute Resolution Service (ADR) for complaint handling. This service can be used by your customer after you have exhausted your complaint handling process and reached a position of deadlock. (ADR) is an Ombudsman service. If you already have access to ADR scheme and you will need to update your website, documentation and T&Cs to advise customers how they can refer a complaint to the scheme. You will also need to add your complaint policy to your website or invoice.



Complaints Policy

The business always endeavours to provide the best service for every customer. However, on rare occasions, there may be times where a customer may not be completely satisfied.

To ensure the business is able to put things right as soon as possible, please read our complaints procedure below. The business will then be able to respond promptly to ensure complete satisfaction.

As soon as possible after the completion of the works, please inspect the work to ensure everything has been carried out based on the contract terms and the high standards the business aims to achieve.

In the unlikely event there is anything you are not completely satisfied with, please contact the business as soon so the problems can be rectified as soon as possible.

Our Procedure

Either call, email or write* to us. The business aims to respond within 5 days of receiving your complaint and where possible, will provide you with a date to remedy any issues raised.

Where the business is unable to resolve your complaint using the business complaints procedure, as a Which? Trusted Trader the business uses Dispute Resolution Ombudsman for dispute resolution. In the unlikely event that the business cannot remedy your complaint to your satisfaction you may wish to refer your complaint to them. If you wish to do so please contact Which? Trusted traders in the first instance on 0117 456 6031

*please request proof of receipt if posting