



COLLINS DEVELOPMENTS LTD, TRADING AS CAMBRIDGE SASHCRAFT

TERMS AND CONDITIONS

Last Updated: 21/12/2023

1. Application of these Conditions
 - 1.1. These terms and conditions ("Conditions") shall apply to all agreements and contracts ("Contract") entered into between Collins Developments Ltd, trading as Cambridge Sashcraft, (referred to as "CS/CD") and the customer ("Customer").
 2. Guarantees offered by CS/CD may be subject to maintenance conditions stipulated in the Warranties and Guaranties section of this document, please pay attention to this.
 3. Quotations and Price
 - 3.1. Quotations provided by CS/CD are valid for the period specified in the Quotation.
 - 3.2. The Customer is responsible for ensuring the accuracy of Goods and Services descriptions in the Quotation. Any amendments should be communicated in writing to info@cambridgesashcraft.co.uk and may affect the Price.
 - 3.3. By accepting a quotation, the Customer enters into a Contract with CS/CD. When accepting a Quotation, the Customer acknowledges that they have read, understood, and agrees to abide by our Terms and Conditions.
 - 3.4. CS/CD reserves the right to make minor technical changes to Goods or Services for product improvement.
 - 3.5. In some instances CS/CD will make clear that all or part of a quotation is a preliminary or budgetary price which will be subject to further investigation and potential adjustment following the Detailed Measure / Survey.
 - 3.6. In the event that the Customer requests or agrees to any variations, the agreed Price will be subject to adjustment by an agreed-upon amount and time period, as mutually determined by both parties.
 4. Detailed Measure / Survey
 - 4.1. A detailed measure / survey will be conducted at CS/CD's expense following acceptance of a Quotation.
 - 4.2. Any technical issues discovered during the survey that significantly affect the Contract may result in a Price adjustment or cancellation, which will be advised to the Customer.
 - 4.3. Contract cancellation under specific circumstances will incur deductions for survey costs. If CS/CD cancels, the full deposit will be refunded.

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5. Cancellation of the Contract

5.1. Cancellation is allowed within 14 days of Contract conclusion, to comply with the Consumer Contracts (information, cancellation and additional work charges) Regulations 2013. The Customer receives a deposit refund, with deductions for work already undertaken.

5.2. After 14 days, cancellation requires CS/CD's agreement. The Customer is liable for reasonable losses, costs, and part or full deposit retention.

6. Price and Payment

6.1. Prices and payment terms are detailed in the Quotation.

6.2. CS/CD may agree to bespoke payment terms with a given Customer, but payment terms are generally as follows:

6.2.1. For projects involving New Windows / Doors or Replacement Sashes / Casements. 30% deposit to be paid after the detailed measure, which will be conducted promptly following acceptance of this quotation. Deposit initiates construction of windows / doors in the joinery. 50% of total cost to be paid mid-way through project, typically following installation and prior to final decoration. Final balancing payment (typically 20%) to be paid upon sign off.

6.2.2. For projects involving only Renovation & Upgrade to Existing Windows / Doors. 10% deposit to be paid following acceptance of quotation. Deposit adds the job to the queue for scheduling. 30% of total cost to be paid during the first week of work commencing at the property. Final balancing payment to be paid upon sign off.

6.3. An agreed Quotation may or may not include an allowance for scaffolding. In the event that no allowance has been factored in, but scaffolding is necessary and arranged by us at our preferential rates, the incurred cost will be added to the final balance of the job.

6.4. Unless agreed in writing, scaffolding costs are separate and arranged by the Customer.

6.5. Balance payment is due on completion, payable by BACS, cheque, or card.

6.6. Late payments may result in contract cancellation or suspension, with accrued interest.

6.7. We will consider a customer as an end user for VAT purposes unless notified otherwise by the customer.

7. Delivery and Preparation for Installation

7.1. An approximate commencement and completion date will be agreed before commencement.

7.2. CS/CD is not liable for delays not resulting from a legal duty of care breach.

7.3. Customer is responsible for furniture relocation and ensuring accessibility for installation. CS/CD is not liable for damage.

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- 7.4. CS/CD cannot reposition electrical connections; failure to arrange this may result in work suspension, with associated charges.
- 7.5. Abuse towards CS/CD staff may result in contract cancellation, with full outstanding payment due.
- 7.6. CS/CD will protect surfaces from dust – using suction whilst working, dust sheets and floor protection coverings. However, it is not advised to lay new carpets/flooring or decorate prior to window upgrades and the customer is advised to clear rooms before commencement of the works. CS/CD cannot be held liable for incidental damage.
8. Workmanship and Materials
 - 8.1. CS/CD shall carry out the Agreed Work in a proper and workmanlike manner.
 - 8.2. All materials supplied will be of satisfactory quality and suitable for their intended purpose.
 - 8.3. Any faulty workmanship and or materials must be notified to CS/CD as early as possible. CS/CD must be given the opportunity to inspect and if deemed necessary request an expert's report to qualify any problem/fault. If found to be as recorded, then CS/CD will repair or replace as required.
 - 8.4. Manufacturer's recommendations will be followed and the Customer must adhere to any necessary maintenance recommendations.
 - 8.5. Occasionally, using new double glazed hard wood sashes which are geometrically rectangular in existing boxes that may be out of square due to historical movement, can have a slight influence on mechanical efficiency, as can the absence of wagtails that divide the boxes for weights.
 - 8.6. Existing lime mortar or sand/cement pointing around window frames - with existing upgrades or replacement sashes, the existing box and frame is not disturbed. Therefore CS/CD cannot be liable for any repairs to pointing around window frames. However, if this is identified as a problem, we can organise for this to be addressed.
 - 8.7. Replacement double glazed sash weight ratio - in normal circumstances, windows can be fully opened. Occasionally a relatively wide sash window with limited height and limited space in the box to carry bespoke lead weights can reduce opening potential. This is due to the required length of weight to balance the sashes. If this situation occurs, CS/CD will raise this with you in advance.
 - 8.8. Customers will need to remove any curtains, nets, blinds, shutters and radiators if applicable before commencement of the works. If CS/CD assist in removal or reinstatement, they cannot be held liable for any damage caused.
 - 8.9. CS/CD personnel and any associated contractors will make every effort to protect any garden shrubs and flowers – however sometimes access to windows necessitates that these need to be trimmed or moved which will be the responsibility of the customer and CS/CD cannot be held liable for any damage caused.

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8.10. Occasionally existing roof tiles/slates, paving slabs, tiles, wall coping stones etc are loose due to poor bedding or general deterioration and can possibly be a trip hazard. CS/CD will make every effort to protect these areas but cannot be held liable for any incidental or accidental damage caused whilst upgrading windows or associated work.

9. Weather

9.1. If CS/CD cannot complete the Agreed Work on time because of inclement weather, an extension to the Agreed Period will be agreed by a fair and reasonable time.

10. Warranties and Guaranties

10.1. The Agreed Work is guaranteed – the guarantee is transferable if there is a sale of the property for which there will be a £100 fee.

10.2. Guaranties are as follows:

10.2.1. 10 years against rot infestation in the joinery used for replacement double glazed sashes and replacement windows in Utile hardwood (standard).

10.2.2. 50 years against rot infestation for the joinery used in replacement windows or sashes in Accoya.

10.2.3. Any remedial work on existing frames or sills will be covered for 5 years against rot infestation.

10.2.4. 5 years for our renovation and upgrade service against rot infestation.

10.2.5. 10 years against sealed unit failure for Heritage Double Glazing, including misting on the double glazing units used in sash replacements or replacement windows. The warranty for double-glazed sealed units specifically excludes coverage for breakages, cracks, and surface damage to the glass.

10.2.6. FINEO Vacuum Glass: FINEO provides a 15 year guarantee against failure. Fineo Glass is subject to the manufacturer's warranty exclusively.

10.2.7. LandVac Vacuum Glazing: LandVac provides a 15 year guarantee against failure. LandVac Glass is subject to the manufacturer's warranty exclusively.

10.2.8. Building Regulations - 6 years for Replacement Windows - where the works are registered with a Competent Persons Scheme/Certass: this guarantee covers a breach of the Building Regulations in force at the time of the completion of the works.

10.2.9. Guarantees will not cover any defects which result from circumstances that are outside our control. This includes any alterations or adaptations made by non CS/CD operatives, accidental damage, subsidence, storm, fire or water damage.

10.2.10. If CS/CD do not take on the decoration, it is essential that a high quality water based micro-porous paint is used externally. Failure to adhere to this recommendation will invalidate any Guarantee related to rot infestation. A

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common cause of rot infestation is the use of solvent- or oil-based gloss paints, which are non-breathable. Paints of this nature inevitably crack due to their brittle nature. Water ingress occurs at the points of cracking, and the non-breathable paint then traps moisture in the timber, leading to moisture damage and rot.

10.2.11. Although the paints used by CS/CD boast an expected 10 or 15 year lifespan, ideally windows and sills should be re-coated with the same type of paint every 3 to 5 years as part of a maintenance cycle. This should be a quick procedure that Sashcraft are happy to undertake at a reasonable rate as the remedial preparatory work and the initial decoration will have been comprehensive.

10.2.12. Any new replacement windows are covered by Certass. Certass is a UKAS accredited certification body.

10.2.13. An Insurance backed Guarantee provides cover for repairs or replacements in the event of CS/CD ceasing to trade. This is provided by GGFi - IBG Membership no: 15056.

11. Your Obligations

11.1. The Customer will supply all necessary water and electricity for the carrying out of the agreed work.

11.2. Access to toilet and hand washing facilities will also be required for personnel at domestic properties. If this is not accessible, a portable toilet can usually be supplied at cost to the customer dependent on location.

11.3. Prepare your property to meet the requirements for receiving the Goods and Services. This involves identifying, monitoring, and safely removing any hazardous materials in accordance with applicable laws. Keep us informed of any actions you take in this regard. Additionally, communicate any health and safety rules, regulations, or other reasonable security requirements based on your property's needs.

11.4. The customer is responsible for obtaining and maintaining all required licenses and consents, including, but not limited to, planning permissions, listed building consent, building regulations consent, and compliance with all pertinent legislation related to the supply of Goods and Services. CD/CS will have no responsibility for such approvals.

12. Limitation of Liabilities

12.1. The following clauses delineate the extent of our liability to you for any breaches of the Contract or these Conditions, any use of the Goods by you, or any product that includes the Goods; and for any representations, statements, acts, or omissions of the Company, including negligence, arising in connection with the Contract.

12.2. The warranties detailed in Section 10 represent the sole warranties provided by us concerning the Goods and Services. All other implied representations, warranties,

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conditions, and terms under statute or common law are, to the maximum extent permitted by law, expressly excluded from the Contract.

12.3. Nothing in these Conditions excludes or limits our liability for death or personal injury caused by our negligence; or under Part 1 of the Consumer Protection Act 1987; Consumer Rights Act 2015; or for any matter that it is illegal for us to exclude or attempt to exclude our liability; or for fraud or fraudulent misrepresentation; or for any liability incurred by you due to our breach of the condition as to title or the warranty as to quiet possession implied by either section 12 of the Sale of Goods Act 1979 or section 2 of the Supply of Goods and Services Act 1982.

12.4. Our liability for any breach of the Contract, negligent act or omission, or any other claim you may have against us related to the Contract shall be restricted to reimbursing the Price (or the part of the Price received by us), along with any reasonable losses, costs, and expenses directly resulting from our breach of the Contract, negligence, or other act or omission.

12.5. We will not be held liable for any pure economic loss, loss of profit, loss of business, or depletion of goodwill, whether direct or indirect, or for any loss or damage not reasonably foreseeable or contemplated by us on the Contract's date.

12.6. If the performance of our obligations under the Contract is hindered or delayed by any act or omission on your part, or that of your agents, subcontractors, consultants, or employees, we shall not be liable for any costs, charges, or losses sustained or incurred by you arising directly or indirectly from such prevention or delay.

13. Assignment

13.1. The Contract or any portion of it may be assigned by us to any individual, entity, or company. However, this assignment will not alter your rights under the Contract in any way. You are not permitted to assign the Contract or any portion of it without obtaining our prior written consent.

14. Force Majeure

14.1. We shall not be deemed in violation of our contractual duties if the conduct of our business or the fulfilment of our obligations under the Contract is impeded or delayed by circumstances beyond our reasonable control. Such circumstances include, but are not limited to, acts of God, governmental actions, war or national emergency, acts of terrorism, protests, riot, civil commotion, fire, explosion, flood, epidemic, lock-outs, strikes, or other labour disputes, whether or not related to either party's workforce. This also encompasses restraints or delays affecting carriers, or the inability or delay in obtaining supplies of adequate or suitable materials.

15. Complaints

15.1. We pride ourselves on the quality of advice and work provided, but if you have any complaints, please make us aware of them at info@cambridgesashcraft.co.uk.

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16. Insurance

- 16.1. Customers must inform their insurers before work commences.
- 16.2. CS/CD holds Public Liability Insurance of £5,000,000 and Employers Liability Insurance of £10,000,000, policy number 100715058CSI (Aviva).

17. Health and Safety and Working with Covid

- 17.1. As per regulations from industry, we will be complying with all Health and Safety requirements and ensuring that we minimise the risk to our colleagues and our clients of the transmission of Covid. If you have any concerns or there are changes to your health during any works, please advise CS/CD as soon as possible.

These terms and conditions are subject to change and should be reviewed regularly.