

Terms and Conditions – Windows / Conservatories and associated minor Building Works

1.

PENINSULA'S OBLIGATIONS

Peninsula shall supply the Customer with the Materials and carry out the Works in compliance with the Specification, subject to any variation(s).

Peninsula will carry out the Works with reasonable care and skill.

Any Materials supplied will be of satisfactory quality.

Any Materials supplied that is in compliance with Glass and Glazing Federations standards will be of satisfactory quality. See Peninsula's website for full details of GGF standards for glass.

Peninsula shall seek to remedy Defect(s) identified in the Snagging Period (specified below). In the event a Defect(s) cannot be remedied in the Snagging Period, the Customer and Peninsula shall, and agree to, engage the procedure for dealing with Defects contained in this Agreement.
2.

THE SURVEY

Peninsula shall arrange a Survey within a reasonable period of time following receipt of the Deposit (and the cooling-off period specified in clause 7.3) and where the Survey needs to take place at the Customers address will arrange a time convenient for the Customer, and taking into account any cooling off period. The Customer must be available during an on-site Survey.

The Specification will be confirmed at the Survey, and any necessary changes to the Specification shall be agreed. If changes cannot be agreed either party may terminate this Agreement and the Deposit will be returned to the Customer, less the Survey Fee and any other reasonable costs.

Where measurements are provided directly by the Customer it is the Customers responsibility for ensuring that measurements shown are correct and in the event they are not, Peninsula are under no liability as a consequence of any loss caused by incorrect measurements.

If the Survey determines that scaffolding is required for the main works, OR any repair under warranty, the Customer may either make their own arrangements with a scaffolder of their choice or Peninsula will recommend a contractor but Peninsula assume no responsibility for such recommendation and the Customer shall form their own decision as to which scaffolding contractor to appoint independent of the recommendation of Peninsula. In both cases, the scaffolder is not subcontractor and is directly appointed by the Customer who will pay their charges directly.
3.

PERMISSIONS

Unless otherwise agreed, the Customer is responsible for obtaining any necessary planning permission, building regulations, listed building consent, building over agreements or any other type of permission necessary to carry out the Works from any local authority or other body.

The Customer is also responsible for obtaining any necessary permission for the Peninsula to gain access from adjoining properties for the purposes of completing the Works, as well as identifying neighbouring boundaries.

Unless otherwise stipulated, Peninsula will assume rights to use images of ongoing works and completed installations for use on its website and social media platforms for promotional purposes. Personal names and addresses will not be used without express permission of the customer.
4.

COMMENCEMENT OF WORK

Peninsula shall commence the Works within a reasonable period of time following the Survey, but time is not of the essence.

The Customer must allow Peninsula access to the Property at all reasonable times and provide access to electricity, water and toilet facilities at no cost to Peninsula. The Customer shall vacate rooms in which the Works are being carried out during the Works and ensure that no items whatsoever are left in the rooms or work areas.

Peninsula shall not be liable in respect of any damage caused in the course of carrying out Works to items left in the area where Works are taking place.
5.

VARIATION

This agreement (including the Specification) may be varied by agreement between the parties. Peninsula may vary the Specification where such a variation results in an improvement of the Specification, or is necessary due to suppliers. No other variation shall be effective unless it is in writing (normally by email) and the Customer shall not refuse any reasonable request to vary the Specification, if this is required for completion of the Works.
6.

COMPLETION

Peninsula Windows shall comply with its obligations under the agreement within a reasonable period however, time is not of the essence.

Completion is the date when Peninsula notifies the Customer that it has (in its reasonable opinion) complied substantially with its obligations in Clause 1. The notification will include the provision of an account and the Final Invoice.
7.

SNAGGING

Unless otherwise agreed, the Snagging Period is one month from the date of Completion if remedial materials and access to the work site are available. This period may extend if parts are required to complete snags. The Customer shall highlight any Defects in the Works which in their reasonable opinion exist during the Snagging Period and Peninsula will investigate and as appropriate remedy any Defects in the Works which appear during this period at no additional cost to the Customer, within a reasonable period of time. In the event that there is a disagreement as to whether Defects are present then the Customer should consider Alternative Dispute Resolution.
8.

ALTERNATIVE DISPUTE RESOLUTION

If any **Dispute** arises then the parties shall follow the procedure set out in this clause:

(a)

either party shall give to the other written notice of the Dispute, setting out its nature and details of the Dispute, together with any relevant supporting documents. At this stage, the parties shall attempt in good faith to resolve the Dispute without recourse to any formal process;

(b)

if the parties are for any reason unable to resolve the Dispute within 30 days the Dispute shall be referred to an agreed expert, who will attempt to settle it by mediation in accordance normal dispute protocols.

(c)

The parties agree that they are jointly responsible for any the mediator's reasonable charges however the mediator will be asked to make a recommendation as to who pays his charges as part of any resolution.
9.

OTHER RIGHTS AND REMEDIES

The limitation period for any claim for breach of contract relating to alleged Defects or otherwise is 6 years from the date of Completion. The Guarantee does not affect the limitation period for breach of contract claims.

The Customer must have sought to resolve any such Dispute in accordance with Clauses 7 and 8, and have and exhausted any rights under any guarantee, before issuing proceedings at Court.

The Customer is not entitled to set off or withhold payment of Invoices against any alleged liability in the event of a Dispute or otherwise.
10.

GUARANTEE

If (within the application guarantee period) a Customer notifies Peninsula of any Defects with the Works or Materials Peninsula will investigate the claim and if Peninsula consider that the Defects falls within the terms of this guarantee, shall put right any Defects and replace any defective Materials.

If Peninsula do not accept that the problem falls within the terms of the guarantee or an issue is not able to be resolved by way of a guarantee claim, then the Customer can use the Alternative Dispute Resolution process.

Peninsula will guarantee (subject to Clauses 9.2 and 9.3) the Works against Defects from the date of delivery of the Materials to Peninsula's warehouse, and for the time periods specified in the below paragraphs against Defects.

a.

PVCu: 10 years including the fitting, aside from mechanical parts, locks and hinges, which are guaranteed for 1 year. The guarantee is limited to the Customer and is transferrable following payment of a re-registration fee.

b.

Any other Materials. 5-year guarantee including the fitting, aside from mechanical parts, locks and hinges, which are guaranteed for 1 year. The guarantee is limited to the Customer and is transferrable following payment of a re-registration fee.

c.

Commercial installations: 1 year on all aspects of the materials.

d.

Electrical works: 1-year guarantee
- 10.4

Peninsula shall not be liable under the terms of the Guarantee (or otherwise) if any of the following events apply:

(a)

the Defect arises because the Customer failed to follow Peninsula's instructions as to the use, cleaning and maintenance of the products. Full cleaning and maintenance instructions are available on our website.

(b)

Oversized glass units (of 3m2 or above) have a warranty period of 2-years.

(c)

the Defect arises as a result of Peninsula following any drawing, design or Specification supplied by the Customer

(d)

the Customer alters or repairs any Material without the written consent of Peninsula

(e)

the Defect arises as a result of fair wear and tear, damage not caused by Peninsula, or negligence

(f)

the Products differ from the Specification

(g)

on Completion, the Customer has not made payment of any Invoice within 30 days from the date of the Invoice. Late payment of Invoices does not rectify a breach of this clause.

(h)

any issues relating to condensation, except between glass panes

(i)

glass breakage

(j)

aluminium coatings within 500m of the sea are not covered under the guarantee.

10.5	Peninsula shall only be liable for a maximum of £500 under this Guarantee for Materials if the manufacturer of the Materials is unable to indemnify Peninsula under the terms of a manufacturers' guarantee.
10.6	Peninsula's discretion can be used as to whether the product is repaired, replaced or refunded.
10.7	Scaffold and other access equipment required for any remedial works under warranty, shall be purchased by the Customer
10.8	Peninsula shall not be liable for any consequential loss, loss of profit, damage suffered, associated with the failure of any materials.
10.9	Any replacement goods will be warrantied from the original delivery date, not the date of delivery of any replacement.
11.	TITLE AND RISK
11.1	Risk in Materials shall pass to the Customer on Delivery. Title to Materials shall not pass to the Customer until Peninsula receives payment in full.
12.	PAYMENT AND DEPOSIT
12.1	The Price is inclusive of VAT.
12.2	The Deposit shall be paid on the date of the Contract.
12.3	Peninsula may invoice the Customer on an interim basis throughout the course of this Agreement, at its discretion.
12.4	Invoices are payable on the date of issue but if Customer fails to make payment within 30 days then interest shall accrue on the overdue amount at the rate of 10% per annum above the Bank of England base rate from time to time.
12.5	Such interest shall accrue on a daily basis from the due date until actual payment of the overdue amount. The Customer shall pay the interest together with the overdue amount.
13.	TERMINATION
13.1	Where, after a Survey has been carried out, and Peninsula find it necessary to recommend design changes for technical reasons which the Customer does not agree to then the Customer may terminate this Agreement and the Deposit will be returned to the Customer, less the Survey Fee.
13.2	Peninsula may terminate this Agreement at any time if it is apparent that the Works cannot be carried out for any reason. Peninsula will always seek to agree to vary the Specification in these circumstances but if this is not possible then any payments made by the Customer will be refunded, less any costs incurred by Peninsula which does not affect Peninsula's right to recover any costs not covered by payments already made by the Customer.
13.3	If the Customer has reached this Agreement away from our premises in Gaerwen he/she has a legal right to change his/her mind within 14 days and receive a full refund, otherwise the Customer is not entitled to terminate this Agreement.
14.	LIMITATION OF LIABILITY
14.1	Peninsula will not be liable for any consequential losses and its entire financial liability arising under or in connection with any breach of this agreement however arising (including any liability for the acts or omissions of their respective employees, agents and subcontractors) shall be limited to the Price.
14.2	Peninsula accepts no responsibility for any damage to existing plaster, render or tiles. If tiles are broken, Peninsula will install new ones if the replacements are supplied by the Customer.
14.3	Peninsula accepts no responsibility for any losses arising in the event that any permissions were required for the Works, but not obtained, unless it had been instructed to seek permission from all necessary agencies on behalf of the Customer.
15.	FORCE MAJEURE
15.1	Force Majeure Event means any circumstance not within a party's reasonable control including, without limitation things like acts of God, flood, drought, earthquake or other natural disaster. If Peninsula is prevented, hindered or delayed in or from performing any of its obligations under this Contract by a Force Majeure Event it shall not be in breach of this agreement or otherwise liable for any such failure or delay in the performance of any obligations.
16.	SEVERANCE
16.1	If any provision or part-provision of this agreement is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable.
17.	NOTICES
17.1	Any notice given to a party under or in connection with this agreement shall be in writing and shall be by email, or by pre-paid post. This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.
18.	ENTIRE AGREEMENT
18.1	This agreement constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.
18.2	Each party acknowledges that in entering into this agreement it does not rely on, and shall have no remedies in respect of, any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this agreement.
18.3	Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this agreement.
19.	THIRD PARTY RIGHTS
	A person who is not a party to this agreement shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this agreement. This does not affect any right or remedy of a third party which exists, or is available, apart from that Act.
20.	GOVERNING LAW
	This agreement and any dispute shall be governed by and construed in accordance with the law of England and Wales.

Dispute	Any dispute that arises out of or in connection with, but not limited to: Performance of this Agreement; Defects not resolved during the Snagging Period; Guarantee Claims or outcomes under Guarantee Claims; and specifications, but excluding disputes relating to the Customer's failure to pay an Invoice rendered.
Contract	the Contract to which this Agreement (containing Terms and Conditions which are incorporated into the said Contract) is annexed
Agreement	The Terms and Conditions in paragraphs 1 to 20 of this document.
Defects	Any defects or any other fault in the Works amounting to a failure due to materials or workmanship. Materials shall not be considered defective if they accord with Glass and Glazing Federations standards. Defects exclude: Condensation, except between glass panes; Grains, knots, seams or other naturally occurring imperfections in; and optical effects. Disputes as to interpretation of the Contract or this Agreement, or as to speciation are not Defects for the purpose of this definition.
Price	The Price set out and detailed in the Contract. In the event that Peninsula have not been able to commence the Works within a period of 12 months from the date of the Contract it reserves the right to increase the Price.
Deposit	The Deposit set out and detailed in the Contract.
Materials:	The Materials set out and detailed in the Contract. Peninsula's brochures and website are for illustrative purposes only and the exact specification of Materials may vary.
Works:	The Work detailed in the Contract. All plaster or render will be unpainted, and no decorating work is included unless otherwise stated. Patched render/plaster reveals cannot be a perfect match to the original render/plaster and joins will be visible.
Peninsula:	Peninsula Windows Ltd (company number 01867405) whose registered office Star Crossroads, Gaerwen, Anglesey, LL60 6AL
Customer:	The Customer named in the Contract.
Specification:	The Specification set out and described in the Contract, and where applicable the Survey. It is the responsibility of the Customer to verify that the information on the face of the attached contract is correct regarding the product type, design, glass types and extras required. All dimensions shown in the Contract are approximate. In the absence of any instruction of the Customer recorded in the Specification or Works in the Contract, Peninsula shall determine: The type of individual panes of glazing; the arrangement of panes; and the thickness and weight of the glass.
Survey:	A technical survey carried by an employee or director of Peninsula.
Survey Fee:	£100 plus VAT, per hour for additional survey visits.