



Bingley The Common
West Drayton
UB7 7HQ
Tel: 08009995575
Fax: 01895 444199
Info@bifolddoorfactory.co.uk
www.bifolddoorfactory.co.uk

TERMS & CONDITIONS

1. Terms

1.1 What these Terms Cover - These are the terms and conditions on which BDF supply products to the end user.

1.2 Why it is important to read - Before submitting your order with BDF please read our terms and conditions carefully. The terms outlay who BDF is, how your product will be provided, how to amend or terminate the contract and what to do if any problems do arise.

2. About Bi-Fold Door Factory

2.1 How to Contact BDF - You can contact us by telephoning us on team on 08009995575 or by writing to us at our address above, or by email to info@bifolddoorfactory.co.uk. Our address is situated at Bingley, The Common, West Drayton. UB7 7HQ.

2.2 How We May Contact You - If we have to contact you we will do so by telephone or by writing to you at the email address provided to us. Social media direct messages may also be used.

3. Our Contract With You

3.1 Terms of the contract - All the terms of the contract between the company and the customer will be located on the order confirmation sent out by your sales representative. No oral or written arrangement outside of the order confirmation shall be in any way binding upon the company, including time constraints and items not included on the contract, only documents used in the order process will take precedents and no verbal communication will be accepted. Production

approval stages are all signed off by the end user. If in any doubt the end user must stipulate any questions on the project before signing off production.

3.2 Provisions for Cancellation - This contract is binding and is not subject to cancellation unless it is within the seven day cooling off period or in the case of building site works the provision of power and water, site welfare, a clear site whereby no scaffolding obstructions and site security are the responsibility of the owner. Written confirmation of cancellation of contract must be received within the 7 day cooling period, however this does not include emergency and any materials in production for urgent jobs. If we can not carry out the works stipulated due to site survey then we will let you know that we will have to cancel. Only the amounts paid will be refunded. Any cost occurred in this process will be payable.

3.3 Ownership of goods - The products shall remain the property of the company until the total price, inclusive of any collection charge thereon in accordance with these terms & conditions is paid by the customer.

3.4 Final Payment on completion - Upon completion of works as per the contract final payment must be made to the foreman on site or via bank transfer or card payment on sign off. In the case of supply only payment must be made before collection, loading or deliveries from our premises. The customer shall not be entitled to withhold the final payment due to any alleged defects. The company will investigate any alleged defects after payment in full by the customer.

3.5 Warranties and Guarantees - Upon receipt of completion payment all warranties and guarantees will be passed onto the customer via email. A set of completion documents will be sent.

3.6 Lead times - All lead times provided in the order confirmation are an estimated lead time and by no means an exact time frame of when the project will be complete. Bi-Fold Door Factory will make all efforts to commence works within the lead time provided, however liability cannot be accepted for any delays due to circumstances beyond our control. Were we can, our team will do its best to inform the end user of the situation.

3.7 Compensation and Refunds - There is no compensation provided for any type of instance concerning the late start or completion of any project due to circumstances' beyond our control.

4.0 Product Warranty and Guarantee

4.1 Profile Guarantee - Bi-fold Door Factory guarantees all profile for 10 years from installation date. The company guarantees to repair or replace without charge for materials, any units that develop a fault due to defective materials or construction. The labour element would be chargeable 1 year from completed installation. Bi-fold door factory must be notified in writing within 12 months of the installation by email or registered post. The guarantee does not extend to damage or fault due to accidents, misuse or neglect.

- (a) **Powder Coating** – Our powder coated products (excluding pressings), are guaranteed for a period of 30 years through Schuco's preferred coater Barley Chalu. This is for paintwork, against fading or corrosion.
- (b) Projects near coastal area will be Guaranteed per application.

- (c) We cannot guarantee the colour or paintwork of the thermal break (plastic polyamide between aluminium sections), which can be susceptible to colour change or paint flaking over time. The colour or paintwork on the thermal break cannot be altered post installation.
- (d) If regular cleaning is not carried out, our quality guarantee will be void. Dependent on the product, it is possible that the discoloured stainless- steel item cannot be replaced, and the complete product would need to be replaced to restore the original appearance. In these circumstances we will only be able to replace the product on payment of the prevailing market price.
- (e) If doors have been inspected and there is show of non maintained products then the guarantee will be deemed as void.
- (f) When products are purchased on a supply only basis, locking mechanisms and hinges, and other moving parts, are guaranteed for 12 months from the date of delivery. Cosmetic deterioration of handles, letter plates, and other fittings. due to normal wear and tear is not covered by our guarantee.
- (g) Bifold Door Factory accept zero tolerance for steel deflection. Any defects that arisen through deflection of steelwork above our products, then we reserve the right to charge you a call out and labour fee together with the cost of replacement components required at the current time.

4.2 Hardware and accessories Guarantee - Bi-fold Door Factory guarantees all hinges, handles, locks and gaskets for 2 years. The company guarantees to repair or replace without charge for materials, any units that develop a fault due to defective materials or construction within the 2 years. The labour element would be chargeable 1 year from completed installation. Bi-fold Door Factory must be notified in writing within 12 months of the installation by email or registered post. The guarantee does not extend to damage or fault due to accidents, misuse or neglect.

4.3 Glass guarantee - Bi-fold Door Factory Guarantees glass for 5 years from installation date. This does not include minor imperfections in glass. No guarantee or warranty is given by the company concerning the occurrence prevention or elimination of condensation except between panes of glass forming the sealed unit. The guarantee does not extend to damage or fault due to accidents, misuse or neglect. The labour element would be chargeable 1 year from completed installation.

4.4 Glass sealed units are not covered by nickel sulphide inclusions and damages as a result.

4.5 Integral blinds

4.5 (a) Uniblinds are guaranteed against defects for a period of 5 years from installation. Any glass units that contain Uni-blinds will only be subject to a 5 year guarantee and the glass guarantee will be superseded by the Uniblind guarantee.

4.5 (b) Hitech blinds are guaranteed against defects of 10 years from installation. Any glass units that contain Hitech blinds will only be subject to a 10 year guarantee and the glass guarantee will be superseded by the Hitech guarantee.

5. Installations

5.1 Glass guidelines - Only glass from suppliers of the highest reputation will be used by Bi-fold door factory. There is no guarantee that any glass used is perfect. The type of individual panes of double-glazing and their arrangement shall in the absence of any special arrangement detailed in the contract be determined by Bi-fold door factory. The glass used in the double-glazing units shall be of a thickness

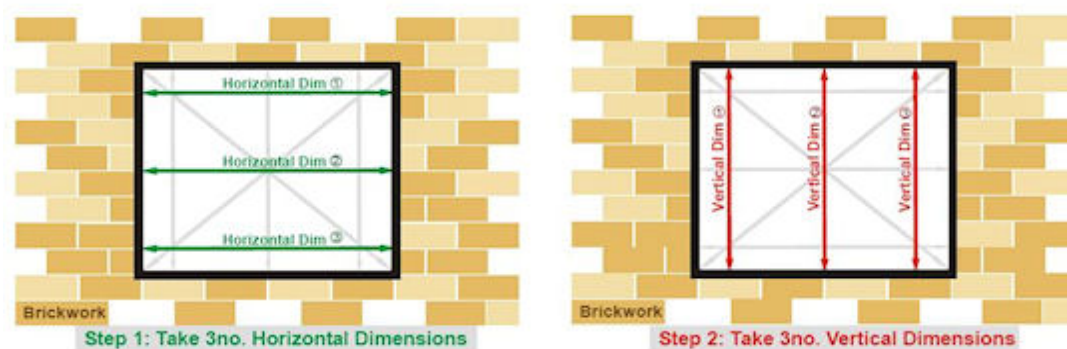
and weight determined by the technical team at Bi-fold door Factory. Bi-fold door factory cannot take any liability for optical effects attributable of natural phenomena.

5.2 Inspecting Glass - When inspecting glass the following points must be taken into consideration:

- **View the glass from inside the room standing a minimum of 3m away facing the glass.** This is because under normal everyday situations, looking through windows is usually at a distance and not from close up – say within 6 inches of the glass.
- **Look through the glass and not at it.** This is expected as normal as the glass is there to enable a view beyond the window, not stopping at it.
- **Do not inspect in direct sunlight.** This is because the direct sun will be refracted by the coating and any tiny imperfections in the glass surface, highlighting items that cannot be seen in normal conditions.
- **Ensure the glass is clean and dry inside and out.** It is impossible to check glass that has rain, dust or condensation up on it, mixing up these elements with potential problems.
- **Ignore the 50mm perimeter of the glass.** This is because when looking through windows, the eye is drawn to central areas and one doesn't look through the edge of glazing when viewing. (Obviously large obtrusive marks in the perimeter are not acceptable.)

Using this as a guide, only items that are intrusive to the view are deemed as poor quality glass. This may include marks in the coating, deep scratches that are clearly visible, multiple and clustered imperfections on the glass surface or processing marks such as fingerprints!

5.3 Measuring the Aperture - Three measurements of width and height will be take and the square-ness of the aperture. The smallest measurement of width and height will be used to determine the manufacturing sizes.



	Aluminium Tolerance			
Aperture size	Up to 1.5m	From 1.5m to 3m	From 3m to 4.5m	Over 4.5m
Aluminium	10mm	10mm	15mm	20mm

5.4 Site Preparation - The aperture sizes provided by the surveyor must be prepared before arrival date for fitting. If the site is not prepared as per the survey and the team are unable to start the works upon arrival this will be deemed as a failed visit, resulting in a contra charge of £450. This charge will be payable before we return. All documents of the site preparation will be provided on production approval. If in doubt please ask as pre- site inspections are available on request.

5.5 Specialist equipment needed for installation.

5.6 As itemised on our order confirmation our quotation will not include the cost of any specialist equipment needed when installing your project. Based upon our survey we will advise if any specialist equipment is needed and its cost ie, this will mean crane lifts and even extra work force needed on site to carry out the install safely. All will be noted and variation order document will be issued.

5.7 We accept no responsibility for lifting and/or handling equipment used to move or install our products, unless it belongs to us or has been hired by us.

5.8 We accept no liability for any damaged caused to while the use of specialist equipment when using this on site.

6.0 Guarantee Claims

6.1 In the event of a guarantee claim. This should be notified to us in writing at service@bifolddoorfactory.co.uk or by recorded delivery. You should do so promptly and in any event within 7 days of noticing the problem.

6.2 All warranties and guarantees are given subject to the following conditions:

(a) We must have received full payment for the products affected.

(b) A clear indication must be given as to whom installed the product in a supply only case.

(c) Since being installed the product must of been used and maintained in accordance with the manufacturer's instructions. Operating and Maintenance Guide supplied in completion documents. A confirmation would be required to confirm the product has not been altered in anyway.

(d) We shall be under no liability in respect of minor imperfections or cosmetic deterioration, caused by normal wear and tear, or environmental factors.

6.2 You should seek advice from us before attempting to attach devices or fittings (such as a blinds and alarm contacts) onto or around our products.

6.3 These terms apply to any replacement products we supply to you in the unlikely event that the original products do not conform with these terms.

7. Transfer of guarantee

7.1 Bifold Door factory do not transfer guarantees to any new property owner.

8.0 Delivery of product (Installation & Supply only)

8.1 Delivery costs are based on P.O.A. An amount will be confirmed on your order confirmation. Delivery charges are always separate from the product price.

8.2 During the order process we will keep you informed when we will provide the products to you.

8.3 If you are a supply only customer collecting the products from our premises, it is your responsibility to load your vehicle, unless otherwise specifically agreed. The products are at your risk during loading.

8.4 For site deliveries, we will book this in you. If by any chance you are not home to receive this delivery. We will take this back to our premises. We will arrange another time and date with you. Please note that there will be a charge for redelivery.

8.5 Any special arrangements for delivery must be discussed before delivery so that the most suitable delivery vehicle can be used for your delivery. These include access into your home or even your road. If a delivery can not be carried out due to no conformity on this situation then charges will apply to redeliver products.

8.6 If you live in an area with restricted parking, please be advised that it is your responsibility to provide a permit or a parking space for our installation teams or provide payment for a parking meter during the installation period.

8.7 Installation appointment cancellation/ postponement. If you wish to postpone your installation from a previously agreed date, we must receive 7 full working days' notice that you wish to abort the installation otherwise we reserve the right to apply cancellation charges.

8.8 Lintels / steel support. During installation we may find that lintels/ support is missing or inadequate, when this occurs it is your responsibility to install correct supports as per building regulations. We may have to pull off site in these circumstances and cannot be held liable for any delays in returning once the building works have been completed.

8.9 Internal finishing on our products are down to the homeowner.

8.10 Externally we will only weather tight the installed products. We do not render or plaster. If any trims or flashings are required then these will be priced and once agreed we will manufacture and install. No balance payments should be withheld at this time, as this is deemed as a separate order.

8.11 When you own goods. You own a product once we have received payment in full.

9. Price and Payment

9.1 The total cost of your project will be stated on your order confirmation. Any additions to the contract price will be listed on a separate document called a variation order. The price of the products which includes VAT, installation and delivery

9.2 We will pass on changes in the rate of VAT. If the rate of VAT changes between your order date and the date we supply the product, we will adjust the rate of VAT that you pay, unless you have already paid for the product in full before the change in the rate of VAT takes effect.

9.3 We accept payment by debit card, Mastercard and Visa. You can also pay by transfer. Required payments will be listed on your order confirmation. Once agreed these payments must be made when asked for as this can delay the process in having your project installed. We cannot be held liable for any delay in results to delayed payments.

9.4 We can charge interest if you pay late. If you do not make any payment to us by the due date we may charge interest to you on the overdue amount at the rate of 5% a year above the base lending rate of Lloyds Bank from time to time, but if the base lending rate is 0% or below, we will charge interest of 5%. This interest shall accrue on a daily basis from the due date until the date of actual payment of the overdue amount, whether before or after judgment. You must pay us interest together with any overdue amount

10. OTHER IMPORTANT TERMS

10. Important terms.

10.1 We may transfer this agreement to someone else. We may transfer our rights and obligations under these terms to another organisation. We will always tell you in writing if this happens and we will ensure that the transfer will not affect your rights under the contract.

10.2 If a court finds part of this contract illegal, the rest will continue in force. Each of the paragraphs of these terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.

10.3 Even if we delay in enforcing this contract, we can still enforce it later. If we do not insist immediately that you do anything you are required to do under these terms, or if we delay in taking steps against you in respect of your breaking this contract, that will not mean that you do not have to do those things and it will not prevent us taking steps against you at a later date. For example, if you miss a payment and we do not chase you but we continue to provide the products, we can still require you to make the payment at a later date.

10.4 These terms are governed by English law and you can bring legal proceedings in respect of the products in the English courts. If you live in Scotland you can bring legal proceedings in respect of the products in either the Scottish or the English courts. If you live in Northern Ireland you can bring legal proceedings in respect of the products in either the Northern Irish or the English courts.