



Terms and Conditions

Payment Terms

PRICE AND PAYMENT

1.1 Where to find the price for the product. The price of the products (which includes VAT, installation and delivery) will be provided to you by our staff when we send you the quotation and before we issue a written Confirmation of Order.

1.2 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.

1.3 When you must pay and how you must pay. We accept payment by debit card, Mastercard, Visa and bank transfer. When you must pay depends on what product you are buying. We will not charge your credit or debit card until the due date for payment. We will charge your card with:

- (a) 50% of the estimated total order value when you give us your order:
- (b) a further 40% of the order value is due (cleared funds) 7 working days before installation of the products, failure to make this payment may result in the installation being cancelled and additional charges being applied;
- (c) 10% upon completion of the installation.
- (d) Phased installations – Where an order has been split into phases, a 50% deposit for the whole estimated order when you give us your order and then cleared funds for each phase 7 working days prior to installation (this should be agreed with your sales representative at the point of survey / sign off into production)
- (e) Supply only orders – 50% of the total order value when you give us your order and 50% before delivery or collection.

1.4 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 Barclays Bank plc from time to time, but if the base lending rate is 0% or below, we will charge interest of 5%. This interest shall accrue daily 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.

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1.5 Energy surcharge levy. An energy surcharge of £9.50 +VAT applies to each order; this is a compulsory levy on glazing products.

1.6 What to do if you think an invoice is wrong. If you think an invoice is wrong, please contact us promptly to let us know and we will not charge you interest until we have resolved the issue.

1.7 For reverse VAT purposes, we will assume that you the customer are an end user or intermediary supplier unless you advise us in writing that you are not.

OUR RESPONSIBILITY FOR LOSS OR DAMAGE SUFFERED BY YOU

2.1 When we are liable for damage to your property. If we are providing services in your property, we will make good any damage to your property caused by us while doing so excluding internal and external finishings and/or decoration. However, we are not responsible for the cost of repairing any pre-existing faults or damage to your property that we discover while providing the services.

2.2 We are not liable for business losses. We only supply the products for domestic and private use. If you use the products for any commercial, business or re-sale purpose we will have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.

CHANGES TO YOUR SITE OR BUILDING AFTER SURVEY OR SPECIFYING THE SIZE OF THE PRODUCTS

3.1 When we carry out our survey, we measure the size of the openings into which our products are to be installed, so that we can make our products to fit.

3.2 Where you are carrying out building work that affects the installation it is your responsibility to ensure that you construct the openings to suit the products you order with us, as advised in the survey information provided to you.

3.3 It is your responsibility to provide any important survey information to your contractors to ensure any preparation works are completed prior to our installation visit, if a failed installation should occur you may be charged.

GUARANTEE CLAIMS

4.1 All guarantee claims should be notified to us in writing at customercare@regaluk.co.uk You should do so promptly and in any event within regaluk.co.uk

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4 Hours of the project being signed off.

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

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

(b) In respect of the warranties and products with stainless steel fittings, we must have installed the Goods, and in respect of the other warranties either we or a professional installer must have installed the Goods following the manufacturers recommendations.

(c) You must have used and maintained the products in accordance with the manufacturers instructions

(d) You must have completed and returned any policy registration form, or other warranty-related document, we have supplied for you to complete and return (if applicable).

(e) We shall be under no liability in respect of any defect in the Goods arising from any drawing, design or specification supplied by you.

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

4.3 You should seek advice from us before attempting to attach devices or fittings (such as a home alarm) onto or around products.

4.4 All warranty claims should be notified to us in writing, such notice should be given promptly and in any event within 48 hours of the claim becoming apparent.

4.5 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.

PROVIDING THE PRODUCTS

5.1 Delivery costs. The costs for delivery are included in the price that we confirm to you when we issue with Confirmation of Order.

5.2 When we will provide the products. During the order process we will let you know when we will provide the products to you.

5.3 We Are not responsible for delays outside our control. If our supply of the products is delayed by an event outside our control then we will contact you as soon as possible to let you know and we will take steps to minimise the effect of the delay. Provided we do this we will not be liable for delays caused by the event, but if there is a risk of substantial delay you may contact us to end the contract and receive a refund for any products you have paid for but not received.

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5.4 Collection by you. If you are a supply only customer and have asked to collect the products from our trading address, we will advise you when you can collect the products from us during our working hours of 9:00am to 5:00pm on Mondays to Fridays.

5.5 If you are a supply only customer collecting the products from our trading address, it is your responsibility to load your vehicle, unless otherwise specifically agreed. The products are at your risk from commencement by you of the loading process.

5.6 If you are not at home when the product is delivered. If no one is available at your address to take delivery, we will leave you a note that the products have been returned to our premises, in which case, please contact us to rearrange delivery. Please note that there may be a charge for redelivery.

5.7 Restricted Access. Our products are heavy and may be delivered on a large vehicle so it is important that you advise us of details of any restricted access (e.g. narrow drive/overhanging trees/uneven surfaces such as gravel or cobbles and parking restrictions etc.) before delivery so that the most suitable delivery vehicle can be used for your delivery. If you do not provide such information to us, we may not be able to deliver the product to the address given to us by you and the product may have to be returned to our premises, in which case you may have to pay our reasonable charges for storage and/or rearranged delivery.

5.8 Parking Charges. 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.

5.9 Installation appointment cancellation/ postponement. If you wish to postpone your installation from a previously agreed date, we must receive notice that you wish to abort the installation otherwise we reserve the right to apply cancellation charges, please see details below:

A single day installation – 7 days notice

Multiple day installations – 14 days notice

5.10 Onsite attended failed installation. If Regal Doors Limited attend your site and for whatever reason we cannot install your products on the scheduled installation date then we reserve the right to charge a failed installation charge, this charge will be calculated considering any significant factors and costs that Regal Doors Limited may incur. Where a failed installation takes place the failed installation charge & any final balance due is required to be paid in full prior to our re attendance.

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5.11 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.

5.12 Brickwork removals by Regal Doors Limited. Where we remove brickwork as part of our installation, we do not cover any electrical or plumbing works to accommodate the installation. Regal Doors Limited also do not cover the replacement of skirting boards or making good any flooring or floor covering.

5.13 Alarm & other cables. We cannot take any responsibility for any disconnection or reinstallation of any cabling running into or through an aperture.

5.14 Internal and external finishing's. Any internal or external finishing's including but not limited to render, plaster and painting are not the responsibility of Regal Doors Limited unless specified in writing on the survey report. Any making good works are the responsibility of the customer. When Regal Doors Limited do make good internal or external finishings, these are not covered by any part of our guarantee.

5.15 Snagging/ remedial visits. We may require access after the initial installation to complete remedial or snagging visits to complete installations. During these visits, Regal Doors Limited will need reasonable access on site but we will confirm appointments with you prior to attendance.

5.16 Weather tightness after installation. We will where possible make your product weather tight, however our products normally form a small part of a larger project and external finishing's by others may be required to completely seal in our products. These finishing's include but are not limited to render coatings, claddings, external patios & drainage systems. Where we install a damp proof membrane this needs to be turned up 90 degrees by a third party before the internal floor finishings are laid to complete the tray.

5.17 Render coatings / claddings after installation. Where you are having render coatings or claddings after our installation, we will leave the products with a foam finish instead of silicone. During the time between installation and external finishing your products may not be weatherproof and Regal Doors Limited cannot be held liable for ingress of water.

5.18 Testing vs real life performance. The determination of design wind pressure and the performance under test are an indication of suitability of products for the intended location. They do not guarantee complete airtightness or that leakage will not occur in unusual extreme weather conditions that may be experienced. For example, it is possible that windows may leak during a prolonged spell of driving rain caused by a



storm. This does not indicate that the products are not fit for the location. It is not unusual to see water within the channels of a window or door frame. The provision for drainage of water is designed in such a way that sometimes water will be visible as it passes through the drainage system to the exterior face. The use of trickle vents may cause a slight draft, and in some extreme weather events water ingress is possible.

5.19 Scaffolding. Scaffolding must be removed from site prior to installation unless agreed with one of our surveyors or site managers. Failure to do so may result in the installation being aborted and an installation charge being applied.

5.20 During Installation. You will need to ensure that there are no other tradesmen working in the direct vicinity of the doors during the installation. This ensures that your order is installed safely and that no damage occurs to your order by a third party, during this time.

5.21 Site cleanliness and access. We will require the site to be in a safe condition with good access for our installation teams to install the products, you are responsible for ensuring there is clear access to all the openings we are installing products into.

5.22 Unloading – supply only customers. Where we have agreed to deliver the products they will be placed at the nearest safe point to the delivery address. This may be on the drive or kerbside. Unless we agree otherwise, it is your responsibility to arrange for someone to be at the delivery address with suitable handling equipment when the product is delivered. If you do not, the product may have to be returned to our premises and you may have to pay our reasonable charges for storage and/or rearranged delivery.

5.23 If you do not re-arrange delivery. If you do not collect the product from us as arranged or if, after a failed delivery to you, you do not re-arrange delivery or collect it from us we will contact you for further instructions and may charge you for storage costs and any further delivery costs. If, despite our reasonable efforts, we are unable to contact you or re-arrange delivery or collection we may end the contract.

5.24 When you become responsible for the product. The product will be your responsibility from the time we deliver the product to the address you gave us or you or a carrier organised by you collect it from us.

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

YOUR RIGHTS TO END THE CONTRACT

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6.1 You can always end your contract with us for supply of a product before it has been delivered and paid for. You may contact us to end your contract for a product at any time before you have paid for it and we have delivered it, but if you end it without good reason, you are likely to have to pay us compensation, as described below. You always have rights where a product is faulty or misdescribed.

6.2 What happens if you have good reason for ending the contract? If you are ending the contract for a reason set out at (a) to (b) below the contract will end immediately and we will refund you for any products which have not been provided. We reserve the right to deduct from any refund any incurred admin, site survey or material costs that the company may have already incurred.

The reasons are:

(a) We have told you about an upcoming change to the product or these Terms which you do not agree to;

(b) There is a risk that supply of the product may be significantly delayed because of events outside our control;

6.3 What happens if you end the contract without good reason? If you are not ending the contract for one of the reasons then the contract will end immediately and we will refund any sums paid by you for products not provided but we may deduct from that refund reasonable compensation for the net costs we will incur as a result of your ending the contract. If we have manufactured your bespoke product when you end the contract, we will find it very difficult to sell your product on the open market for an amount that comes close to compensating us for our losses. Where the contract is ended without good reason we will investigate each case in its own merit but may look to seek up to 100% of the order value.

OUR RIGHTS TO END THE CONTRACT

7.1 We may end the contract if you break it. We may end the contract for a product at any time by writing to you if:

(a) you do not make any payment to us when it is due and you still do not make payment within 14 days of us reminding you that payment is due;

(b) you do not, within a reasonable time of us asking for it, provide us with information that is necessary for us to provide the products made to your order;

(c) you do not, within a reasonable time, allow us to deliver the products to you or collect them from us;

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(d) you do not, within a reasonable time, provide us with the information necessary for us to redeliver the products to you.

7.2 You must compensate us if you break the contract. If we end the contract in the situations set out 7.1 we will refund any money you have paid in advance for products we have not provided but we may deduct or charge you reasonable compensation for the net costs we will incur as a result of your breaking the contract. Such compensation will include any loss we suffer in reselling the products, together with storage, interest and other costs that we incur.

IF THERE IS A PROBLEM WITH THE PRODUCTS

8.1 How to tell us about problems. If you have any questions or complaints about the products, please contact us. You can call us or tell us in writing using the contact details at the beginning of these terms. Alternatively call and see us at our offices.

Assessment of glass

The clear glass used by Regal is manufactured by the industry standard float glass process which is of the highest quality available. Regal's suppliers deliver selected quality glass in order to minimise the inclusion of faults, but it is not without imperfection, and the British and national standards which govern the quality of this glass allow for a minimal number of minor visual imperfections

Visual standards laid down by the Glass & Glazing Federation have been developed to set standards which both represent the best quality from current manufacturing technology and fairness to customers, as such Regal fully support the G.G.F. standard.

To legally comply with Building Regulations Document L (England & Wales) and Building Standard Regulation J (Scotland) your windows and doors have been fitted with soft low 'E' glass.

In some rare instances of strong lighting, the coating may be seen as a transparent film. This is not a fault but simply a transient effect which can be considered evidence of coating being present. There is also the possibility of slight colour reflectance defences between units. This should not be noticeable on units within the same frame but could become apparent with adjacent frames or where a replacement is fitted. The probability of this is very low.

Condition of Inspection

Viewing: When assessing the quality of sealed units on site, the unit will be viewed looking through the glass from the room side in natural daylight and not in direct sunlight.

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Viewing Distance: In all cases, viewing will take place from distances as specified within the G.G.F. Standards.

Viewing Areas: For assessment purposes, the glass or sealed unit is divided into two areas, namely an edge zone 50mm (2 inches wide), not considered as part of the normal viewing area, and a centre zone.

Criteria for acceptance/rejection of glass sealed units

Seeds/Bubbles: These are as detailed within the G.G.F. Quality of Vision standard.

Assessment of frame materials

Imperfections fall into two categories:

- Imperfections in raw materials
- Mechanical damage

Imperfections in Raw Materials

A degree of imperfection in raw material is unavoidable and therefore acceptable if:

- The small imperfections in extruded components such as aluminium or PVC are not visible when viewed from one metre. If the imperfections are clearly visible from one metre the component will either be corrected or replaced.

NOTE: A fairly common imperfection in polyester paint finish products is minute paint inclusions under the surface.

They will be deemed acceptable, provided that they:

- Are fully covered by specification paint
- Do not occur at a frequency more than one a metre
- Are not sharp to the touch, i.e. they will not snag a duster

Mechanical Damage

- Damage occurred during handling, fabrication, transit or installation.

Mechanical damage is not acceptable if such damage is:

- Clearly visible for one metre, or
- In the case of anodised, lacquered or painted components, the damage penetrates through the finish to the base material

We will either correct or replace the defective components in line with Regal's policy below.

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Our Policy

Our policy is to purchase only the best materials available and have rigorous control systems in place to maintain the quality of those materials during the manufacturing and installation process. Should part of your finished installation not meet with the standards contained herein, then Regal will undertake to initially correct any fault using factory standard equipment; if this is not technically possible, we will replace the defective part of your installation under the terms of the guarantee.

Quality of vision

Sealed Units

Sealed units provide a high standard of vision. The following is a guide to the quality that can be expected.

Glass used in the manufacture of sealed units is similar to that used traditionally for single glass and will, therefore, have a similar level of visual quality.

Viewing sealed units for scratches on the outer faces of the panes must be carried out before any rendering, plastering or other works adjacent to the glazing takes place, and as early as reasonably practicable following installation.

Condensation

Whilst sealed units will generally reduce the incidence of condensation, it may still occur under certain conditions.

Brewster's Fringes – the Rainbow Effect

Small transitional rainbow effect are sometimes produced by the glass refraction of light. Their appearance is due to high quality flat glass sheets being placed parallel to each other.

Multiple Reflections

This occurs in certain light conditions and is caused by multiple surface reflections within sealed units which may vary from pane to pane.

Patterned Glass

This document does not apply to patterned glass as its manufacturing process is different.

Delivery

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Delivery is subject to confirmation of time of ordering. We work to lead times of 5-6 weeks or you will be notified of any longer lead times for non-standard colours.



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