

## CUSTOMER TERMS AND CONDITIONS

Version 1.0 dated 10<sup>th</sup> October 2013

These Terms and Conditions shall apply to the provision of Service by Dryhill Solutions Ltd to the Customer and will be provided to the Customer in durable form at time of Customer order. Definitions of some of the terms used in this Agreement are as follows:

**“Agreement”** means the contract for the supply of the Service comprising these terms and the Request for Service included in your Customer Order Form (hereafter also referred to as “the Agreement”).

**“Customer”** means you the Customer who is entering into the Agreement.

**The term ‘Dryhill’, ‘Dryhill Solutions’, ‘Dryhill Solutions Ltd’ or ‘us’ or ‘we’ or ‘our’** refers to Dryhill Solutions Ltd, 17 Dry Bank Road, Tonbridge, Kent TN10 3BS. Our UK company registration number is 08684592.

**“Order Date”** refers to the date you place your order for Service and is the reference date for any Cancellation or Cooling Off period.

**“Service(s)”** means supply and / or installation service for Dryhill’s products.

**“Website”** means [www.dryhillsolutions.co.uk](http://www.dryhillsolutions.co.uk)

**“In Writing”** means written communication by email or post by either party. Customers may communicate in writing via email to [sales@dryhillsolutions.co.uk](mailto:sales@dryhillsolutions.co.uk) or post to Dryhill Solutions Ltd, 17 Dry Bank Road, Tonbridge, Kent TN10 3BS.

### GENERAL TERMS AND CONDITIONS

These terms and conditions apply to all goods supplied by us to you. The Company agrees to use reasonable care and skill to perform the Service and to use all reasonable endeavours to complete its obligations under these Terms and Conditions.

All work completed and any payments made to Dryhill will be backed by a FENSA approved Insurance Backed Guarantee details of which will be provided to you at point of order and a copy of which can be found on our website.

Our Customer order process works as follows:-

1. The Customer confirms their Order by signing and dating our Customer Order Form thereby requesting our Service and accepting these terms and conditions. The date of this order will be deemed to be the Order Date.
2. Dryhill will confirm acceptance of the Customers order in writing (typically by email) at which point you will be given an order reference.
3. Dryhill will provide a full specification of your order in writing (typically by email) to the Customer.
4. The Customer will confirm in writing their acceptance of the specification.

We offer our Customers a 7 working day cooling off period which means that the Customer may cancel their order in writing within 7 days of the Order Date unless the Customer has specifically agreed in writing to waive their rights to cancellation (perhaps, but not exclusively, as a result of order expediency). By the very nature of the products we sell they are bespoke in nature and therefore cancellations after this point will be subject to a cancellation fee. The cancellation fee will be no greater than the costs Dryhill has suffered as a result of the cancellation plus a fee of £100 plus VAT for administration cost.

The Company does not offer a return policy and is not responsible for any errors due to misinterpretation of the website or incorrect product or category choice after the Customer has confirmed their acceptance of the specification.

All goods when received will be deemed delivered in good order unless stated at the time of delivery. No claims will be entertained after the day of delivery for damaged or missing articles. The company is not responsible for any delay to the delivery or installation and any relating financial or consequential loss.



**Dryhill Solutions Ltd**

17 Dry Bank Road, Tonbridge, Kent TN10 3BS  
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Customer payment terms will be in line with those agreed with you on your Customer Order Form. It is likely that we will require a deposit from you of up to 50% of the full sale value at the time of order, a further 25% prior to delivery and installation and then the balance within 5 working days of job completion. We reserve the right to charge interest at a daily rate equivalent to at the prevailing Lloyds TSB.

Payment can be made to us via PayPal, bank transfer or by cheque mailed to our address. All orders are processed on receipt of cleared funds only and if payment is made by cheque, you should allow a further five to seven working days for your payment to be received and to clear.

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## **PRODUCT AND INSTALLATION TERMS AND CONDITIONS**

All products supplied are guaranteed as follows from the date of order:

- i. Aluminium profile finishes – 10 years
- ii. Locks and fittings – 1 year
- iii. Sealed Units – 10 years
- iv. Where installed by the company a one year labour warranty is provided. After this period the customer is then responsible for the installation and any on-going maintenance.

All work completed and any payments made to Dryhill are backed by a FENSA approved Insurance Backed Guarantee details of which will be provided to you at point of order and a copy of which can be found on our website.

All doors have a standard weather rating and should not be fitted in an extremely exposed elevation or when adjacent to coastal areas. Claims against poor weather performance will not be accepted when installed outside the above guidelines. Low threshold doors do not offer the same weather performance, to the bottom of the door only, as standard rebated thresholds. You must therefore in the design and construction of the opening for your folding door allow for the removal of rain water, immediately in front of the threshold, to avoid water ingress. We recommend aco drainage systems for this application. Claims for water ingress will not be accepted when water management drainage channels are not used. The primary purpose of low threshold doors is level access. This is achieved by removing the rebated up stand. Air tightness to the bottom of the door is achieved by brush seals closing over the top of the low threshold which provides satisfactory draught proofing. However if the doors are not correctly installed and aligned draughts may be experienced to the bottom of the door. Under extreme weather conditions the threshold area may be liable to draughts. This is normal and not a fault of the door. If you are concerned by water ingress or draughts you should our standard rebated threshold.

The warranty will be invalidated if the track is not kept free of debris in accordance with our operating instructions provided. The warranty will also be invalidated if doors are not correctly maintained or operated in accordance with our operating instructions provided (a copy of which is available on our website).

All folding doors should have a suitable steel or catnic lintel fitted above the head of the frame. Timber lintels can only be used at the customers risk and no defect in relation to the performance of the folding door will be accepted when a timber lintel is used. Moreover any structural calculations are explicitly the responsibility of the Customer.

All folding doors are supplied only on the basis that they are to be located on the ground floor unless verified in writing by the company that they are suitable for your location and wind loading.

All folding doors are to have no more or less than an eight to fifteen millimetre gap around the frame when installed. Outside these tolerances the performance of the door is not guaranteed and the warranty void. Additional packing with any other material to make up for any miss-measurement or excessive tolerances will also void the warranty.



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All folding doors supplied are for domestic use only. Permission for commercial use must be obtained in writing from the company or any guarantees will be invalidated. The customer is responsible for conforming to all current planning and building regulations of the relevant local authority.

For any defects in relation to sealed units the Company and the Customer will be bound by the guidelines laid out by the Glass and Glazing Federation. All toughened low emissivity coated glass units are subject to colour variations and variation in pattern. This may appear sometimes as a misting effect. This is natural and not deemed a fault.

All claims against the warranty must be made in writing to Dryhill. To ensure claims are recorded correctly no telephone claims will be accepted. You must provide your order number and full address. All claims will be responded to within three working days. We do not offer an emergency response and are not responsible for any financial or consequential loss.

In the event of a claim against the warranty the customer may be requested to supply digital images to support their claim regardless if the door was supplied only or fully installed.

The warranty is not transferrable.

### **PRIVACY POLICY**

We will not pass any details you may disclose to us to third parties. Information is securely held on record to assist us in providing a better service to our customers such as our ordering services. Should you wish to view any details we may hold on file about you, you can contact us in writing to arrange this.

### **COMPLAINTS PROCEEDURE**

Any Customer issues will of course be open for discussion on any of our advertised telephone numbers however should you wish to make a formal complaint this must be made in writing in via email to [sales@dryhillsolutions.co.uk](mailto:sales@dryhillsolutions.co.uk) or post to Dryhill Solutions Ltd, 17 Dry Bank Road, Tonbridge, Kent TN10 3BS.

We will respond in writing to your complaint within 3 working days or receipt of you formal complaint.



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