

Terms and conditions of Agreement

Interpretation - The definitions in this clause apply in the terms and conditions set out in this document: Goods; the products that we are selling to you as set out in the order; Installation Services: the installation services as detailed overleaf which you agree to purchase from us. Order: your order for the Goods and/or installation services as set out overleaf. Order confirmation shall have the meaning of a binding agreement between both parties. Price is as defined in windows and doors total overleaf with payment set out in clause 3 of these Terms. Terms: the terms and conditions set out in this document and any special or additional terms and conditions agreed in writing by company and recorded overleaf. The Customer; the purchaser of our products and installations. The company, us of our company whose registered address is **The Bristol Office, Second floor, 5 High Street, Westbury on Trym, Bristol, BS9 3BY**

Our Contract with you The Agreement made and dated overleaf is between the Customer (hereinafter referred to variously as 'the Customer', 'you' and 'your') and GLAZEWISE (hereinafter referred 'the company') for the supply and installations of goods as listed overleaf (hereinafter referred to as 'the Goods') The agreement is subject to these Terms and Conditions.

These full and final terms of contract as set out are between you and the Company. Any changes to the terms of contract hereby must be agreed in writing by a director of the company.

The customer should read these Terms carefully and check that the details on this order are complete and accurate, before they sign the Order; if this customer feels that there is a mistake, they should contact the company to discuss and ensure that any changes are confirmed in writing to avoid any confusion between the customer and the company.

The customer agrees to purchase the Goods and the Company agrees to supply and install the Goods as set out in the Agreement overleaf. All goods are bespoke and therefore non-transferable.

Works agreed verbally between the company and the customer do not form part of the contract unless specifically written into the contract. These terms constitute the whole agreement.

Any samples, illustrations, drawings and advertisements issued are to provide an approximate idea of the goods described, the company has the right to modify these as they see fit.

These terms become binding upon issue between both parties and upon acceptance of an order at which time the contract should come into existence.

The customer may at any time before any agreed delivery or installation date amend or cancel an order by providing the company with written notice. If amended or canceled the customer's liability to the company shall be limited to payment of all costs (including any agreed to waive your rights to cancel in this fourteen (14) working day period) reasonably incurred in fulfilling the Order until we receive your amendment or cancellation, except that where the amendment or cancellation results from our failure to comply with these Terms you shall have no liability to us for it.

The company has the right to revise and amend these Terms from time to time. The customer will be subject to the policies and terms in force at the terms in force at the time that it orders the Goods from the company unless any change to those policies or these Terms is required by law or government or regulatory authority.

Payment

The customer will pay the total cost of the Goods. Any deposit or monies paid upon completion (or part thereof) of installation to our duly authorised operatives. The total cost is inclusive as set out overleaf in the box entitled "Balance" At all times payment must be made prior to our representative leaving the site as either cash, a bankers draft/building society cheque payable to 'GLAZEWISE' or by credit card (a 2% surcharge will apply to all credit card transactions) Personal cheques must be tendered at least ten days in advance of installation. The company reserves the right to claim interest on any outstanding balance at the rate of 5% above the then prevailing National Westminster Bank base rate. Upon completion of installation, should the customer express that any works have not been carried out of the satisfaction of the agreement and requests part payment of the total cost of the goods, this request must be made and agreed directly with the Company's head office on 0800 001 6633 at the time of payment. Should payment not be made in full and no request made to the contrary, all rights of the customer and obligations of the company under the Agreement will be put on hold until such time that any remediation is confirmed.

Should any balance be outstanding for a period longer than seven(7) days without the Company's consent, the company, without prior notification reserves the right to instruct a third party agency to collect outstanding monies owed at the county court rate of 0%. Where the customer has availed themselves of any Company informed finance facilities by way of a credit agreement, all signed and completed documents relating to the credit agreement, including satisfaction notices must be handed to the company representative at the same time as the completion payment is due. Please be advised that payment schedules for conservatories differ from that of other works and goods, it is solely the Customer's responsibility to confirm these details when signing the Agreement.

The company hereby agrees that, where the customer has indicated his intention at the time of signing this contract to apply to a finance house recommended by the company for a personal loan, the Company will use its best endeavours to obtain such a loan and in the event of such a loan being refused by all the finance house to whom the company has made approaches on behalf of the customer; shall be refunded in full without any obligations on the part of the company or customer. However, should the customer cancel any recommended finance house agreement, with or without prior knowledge of the company, the agreement and the entirety of the balance therein will be owed to the Company for clarity, the Agreement will remain in force as a cash purchase between the Company and the Customer.

Guarantee

9. The company guarantee is offered to you in addition to your rights under common law in respect of the supply and installation of double glazing to windows and doors or the supply and installation of conservatories, we undertake to repair (or as the company's discretion replace) free of charge any window (being plastic frame or glass unit) or remedy the works of installation therewith which prove to be defective as a result of faulty materials or workmanship within 10 years from the date of this agreement PROVIDED ALWAYS that the said guarantee shall not extend to the following items:- the elimination of condensation - glass breakage occurring after installation - wear on gold/brass or any metal-coated furniture - white glazing gaskets (black is recommended) - Plumbing (including radiators). Sewer works for grounds works - any item where the company passes on the customer the benefits of any manufacturer's guarantee (whether or not that manufacturer's guarantee is less than 10 years the goods become responsibility of the customer upon delivery and ownership can be assumed once full payment is received.

10. A detailed survey will be undertaken in order to carry out works pertaining to the Goods, which are subject to company surveyor approval. The customer agrees to allow the company surveyor or other nominated representative reasonable access to undertake the survey.

11. A survey fee of £250 is applicable and non-refundable at the Company's discretion.

12. In the event that approval is not forthcoming within a four(4) week period from the date of the Agreement for whatever reasons the Company will be entitled to 25% of the total contract value before committing to the survey, it is the customer's responsibility to be present when the survey is carried out. To confirm no changes to any completed surveys or the works therein will be accepted after forty-eight(48) hours from the date of survey.

13. Any refunds or monies owed to the customer will be made by cheque only, within 28 days from confirmation of such monies being owed.

14. Installation of the goods will normally commence within eight(8) weeks from the date of survey on a mutually convenient date, subject to the following a) should local authority planning house builder, freeholder or landlord or similar permission is required then the date of permission being granted will serve as the start date for the eight(8) week period provided that a survey has been undertaken. The company is not responsible for any planning appropriation by you will be advised of a target date for both commencement and completion of the Work. Any target date given is an estimate and not a term of agreement. Once an installation date has been agreed and confirmed between you and the Company should you wish to delay the installation within four(4) weeks of said installation date, for whatever reason then 90% of the total cost of the work is then due payable immediately installation will then follow at a mutually convenient time with the remaining 10% balance payable on completion as per clause 3 above.

d) any failure on your part to allow reasonable access to any company representative for the purpose of installation.

15. Any compensation claim for damage caused for which the company may be liable under this agreement must be made in writing to reach us within seven(7) days from completion of installation in the absence of which the company accepts no liability whatsoever.

16. In certain circumstances under current legislation it is necessary to install safety glass. The Company will at its direction use safety glass either laminated or toughened finish to comply with BS 6262, where appropriate all PVCu installations will conform to building regulations document 1. All company window systems with BS 7950 (PAS 23/24) standards governing security and achieve secured by design certification. The Company confirms that all glass used conform to the very highest standards but accepts no liability for minor imperfections as laid down by the glass and glazing Federation's visual standards.

Approvals

The company will arrange FENSA certification where appropriate Unless otherwise agreed it is the customer's responsibility to obtain all relevant and necessary approvals including but not limited to any deed of covenant or landlord approval and/or those from local authorities in respect of building regulations planning permissions, alterations to listed buildings or alterations carried out in a conservation area. We cannot be held responsible for any delay in completion of the contract, or other loss directly ensuing from your failure or delay in obtaining any of the above. A costs associated with taking down or removing an installation in these circumstances will be chargeable to the customer.

Rights

Where the contract you enter into with us is one to which the Consumer Contracts Regulations 2013 apply you may cancel the contract without liability within the period of fourteen (14) working days from the date the contract is formed provided that the right to cancel the contract will not exist where we have already commenced performance of the installation services agreed to waive your rights to cancel this 14 working day period by signing our fourteen(14) day waiver letter. Where the contract you enter into with us is one to which the consumer contracts regulations 2013 (the 2013 regulations) apply to you may cancel the contract within the period of fourteen(14) days from the date the contract is formed and the date you are given notice of your rights to cancel under the 2013 regulations (the cooling off period) if we have commenced performance of our obligations is the cooling off period then you will be liable for the costs we incur prior to your cancellation. The right to cancel under the 2013 regulations will not apply to cancel the agreed to waive your rights to cancel in the cooling off period. As the windows are not a standard product, but are made to measure, in some circumstances the cooling off will inevitably not apply. To cancel the contract you must inform us in writing. No provision of these terms and conditions will adversely affect the rights of any consumer under the 2013 Regulations. Should items be found faulty under new legislations a replacement will be offered should the customer cancel anytime after fourteen(14) days from the date of the agreement, the company in lieu of all reasonable costs incurred will be entitled to 25% of the total contract value, where the goods have been manufactured the company in lieu of all reasonable costs incurred will be entitled to 90% of the total contract value.

17. All conservatory bases constitute substantial building works. The Company accepts no liability whatsoever for any damage caused to lawns or driveways as a result of cement, concrete or similar stains. Furthermore, it is the sole responsibility of the customer to ensure all surfaces and objects of value are adequately protected from building works damage.

18. Where a conservatory has been installed to an existing base or wall the Company accepts no liability whatsoever for structural damage subsidence related problems that may occur after installations.

19. Customers must separately pay all local council planning fees and any necessary building regulation fees directly to the local authority concerned. Should you request the company to, or the company feels it is necessary to obtain any planning comments on your behalf and said applications are rejected, the agreement will be canceled and your deposit returned less a fee of £360.00 plus a visit to cover the application process.

20. The installation will be carried out in a good workmanlike manner. Although every care will be taken with internal property decorations the company will not be held responsible for any damage whatsoever caused to those decorations during installation. Equally no liability is accepted for damage to internal or external tiling and flooring.

21. The company is not responsible for removal, replacement, refitting or any associated damage of house furniture and furnishings (to include, conservatories, lean-tos, orangeries and summer houses,) to include, but not limited to curtains, blinds, pelmets, fans and lights or indeed any cabling such as telephone, alarm and television. The company cannot guarantee that unaltered house furniture or cabling will fit after the installation, it is solely your responsibility to prepare your property prior to commencement of the installation.

22. Unless specifically stated to the contrary overleaf, it is assumed that a load-bearing lintel is located above all necessary Goods under the contract if a new lintel is required during the course of installation, it will be installed at the Customer's expense.

23. Where lead coloured lead or Georgian decorative designs are used the company will use standard layouts and colours at all the times, where a request for special design or colours is made, the Company will use its best endeavours to comply, though cannot guarantee exact colour shades or design layouts. It is solely your responsibility to ensure that any such special request is clearly marked on the face of the Agreement.

24. It is hereby agreed and declared that this Agreement nor a credit sale agreement.

25. Where the customer require any post-sales service, in line with any warranties or guarantees offered within the Agreement, the company will adhere to the highest possible level standards for clarity, all initial requests for a service engineer, whether by telephone to either 0800 001 6633 or email to customerservices@glazewise.co.uk will be responded to within (3) working days, with a maximum twenty-one(21) day call out time.

26. The company at its sole discretion may from time to time, after any design and/or specification without prior notice to the customers, if it feels it will be beneficial for all parties to do so, should any Goods contained with the agreement not be available to the customer for any reason whatsoever the Company reserves right to provide like-for-like replacements under the terms of this contract Agreement.

27. Future legislation may affect the terms and conditions of this contract agreement contained therein, those changes will be subject to our current terms and conditions, copies of which are available upon written request.

28. This Agreement is a legally binding document where relevant, separate rights govern any credit agreement relating to the Goods herein, specified in full within the associated credit agreement terms and conditions, in any other event should you purport to cancel the Agreement, the company will only accept a cancellation if you send a written notice of cancellation to the trading office of the Company by registered post within fourteen(14) days or email to cancellations@glazewise.co.uk, clearly stating your full name, address, postcode and company representative. Please keep a copy of any email communication, This conforms to The Consumer contracts (information, Cancellation and Additional Charges) Regulations 2013.

Force Majeure

We will not be liable or responsible for any failure to perform, or delay in performance of any of our obligations under these Terms that is caused by events outside our reasonable control (a 'Force Majeure Event'). A Force Majeure Event includes any act, event, non-occurrence, omission or accident beyond our reasonable control and includes, in particular (without limitation), the following (a) civil commotion, not invasion, terrorist attack or threat of terrorist attack, war (whether declared or not) or threat or preparation for war; (b) fire, explosion, inclement weather, storm, flood, earthquake, subsidence, epidemic or other natural disaster; (c) impossibility of the use of railways, shipping, aircraft, motor transport or other means of public or private transport; (d) impossibility of the use of public or private telecommunications networks; (e) the acts, decrees, legislation, regulations or restrictions of any government. (f) pandemic or epidemic. Our obligations under these Terms are suspended for the period that the Force Majeure Event continues and we will have an extension of time to perform these obligations for the duration of that period. We will take reasonable steps to bring the Force Majeure Event to a close or to find a solution by which our obligations under these Terms can be performed despite the Force Majeure Event.

COMPLAINTS PROCEDURE

All formal complaints must be made to us in writing, we will accept letters, emails or faxes to our main office. (We would recommend you keep copies of all correspondence)

We will acknowledge all written complaints within 3 working days.

We will carry out our own internal investigation to your complaint and report back to you within 15 working days.

If you are dissatisfied with the outcome, We will review your dispute by staff not directly involved with the original dispute