



## *The Complete Package...*

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### TERMS AND CONDITIONS – CONSUMER

#### **WE DRAW YOUR ATTENTION TO CLAUSES 47 TO 58 (CANCELLATION) & 38 TO 42 (YOUR CONSUMER RIGHTS)**

1. When the following words with capital letters are used in these Terms, this is what they will mean:
  - a. **Delivery Deadline:** has the meaning set out in clause 27;
  - b. **Delivery Location:** has the meaning set out in clause 25;
  - c. **Consumer Contracts Regulations:** Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013;
  - d. **Event Outside Our Control:** has the meaning set out in clause 63;
  - e. **Goods:** the goods (or any part of them) set out in the Order;
  - f. **Order:** your Order for the Goods and/or Services as set out in the attached quotation;
  - g. **Services:** the services, supplied by Us to you, which are set out in the attached quotation and including any variations, additions or remedials agreed in accordance with these terms and conditions; and
  - h. **We/Our/Us:** N. & C. GLASS LTD. Incorporated and registered in England and Wales with company number 02828940 whose registered office is at 103 Lancaster Way, Ely, Cambridgeshire CB6 3NX.

#### **OUR CONTRACT WITH YOU**

2. These are the terms and conditions on which We supply Goods and Services to you.
3. Please ensure that you read these Terms carefully and check that the details on the Order and in these Terms are complete and accurate, before you submit the Order. If you think that there is a mistake or require any changes, please contact Us

to discuss. We will confirm any changes in writing to avoid any confusion between you and Us.

4. When you sign and submit the Order to Us, this does not mean We have accepted your order for Services. Our acceptance of the Order will take place as described in clause 5. If We are unable to supply you with the Goods and/or Services, We will inform you of this and We will not process the Order.
5. These Terms will become binding on you and Us when We issue you with a written acceptance of an Order, at which point a contract will come into existence between you and Us.
6. These Terms constitute the entire agreement between you and Us. You acknowledge that you have not relied on any statement, promise, representation, assurance or warranty made or given by or on behalf of Us which is not set out in these Terms.
7. Any samples, drawings, descriptive matter or advertising issued by Us and any descriptions of the Goods or illustrations or descriptions of the Services contained in Our catalogues or brochures are issued or published for the sole purpose of giving an approximate idea of the Services and/or Goods described in them. They shall not form part of the contract or have any contractual force.
8. These Terms apply to the contract to the exclusion of any other terms that you seek to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.
9. Any quotation given by Us to you shall not constitute an offer, and is only valid for a period of 28 days from its date of issue.
10. All of these Terms shall apply to the supply of both Goods and Services except where application to one or the other is specified.



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### **CHARGES AND PAYMENT**

11. The price for the Goods and Services shall be the price set out in the Order.
12. Unless stated otherwise, all amounts payable by you under this contract are exclusive of value added tax chargeable from time to time (**VAT**). Where any taxable supply for VAT purposes is made under the contract by Us to you, you shall, on receipt of a valid VAT invoice, pay to Us such additional amounts in respect of VAT as are chargeable on the supply of the Services or Goods at the same time as payment is due for the supply of the Services or Goods.
13. A deposit, as set out in the Order, is payable by you immediately upon entering into this contract. Save as otherwise provided by law or in this contract, the deposit is non-refundable in the event you should terminate or purport to terminate the contract for whatever reason.
14. In respect of the Goods, We shall invoice you on or at any time after the deemed date of their delivery. In respect of the Services, We shall invoice you monthly in arrears in respect of work undertaken and/or for the full balance at any time after the date they are completed (whichever is the earlier).
15. You shall pay each invoice submitted by Us:
  - a. immediately on the date of invoice; and
  - b. in full and in cleared funds to a bank account nominated in writing by Us, and time for payment shall be of the essence of the contract.
16. Without prejudice to clauses 14 and 15, when installing a conservatory for you We may invoice you for an agreed proportion of the total contract price at any time after the commencement of the Services, which invoice shall be payable by you immediately upon completion by Us of the base to the conservatory.
17. The contract price and the details of the Goods and Services set out in the Order have been determined by an initial survey only. Once this contract has been entered into, We will arrange for a 'final survey' to take place, in which one of Our authorised employees will visit the premises in question and make a thorough assessment of the Goods and Services to be provided. It is important that the customer is present whilst this final survey is carried out. It may be that as a result of this 'final survey' We recommend variations to the Goods, Services and/or price set out in the Order, such as (without limitation) the requirement for lintels or additional support for bay windows. You will be invited to agree to any such proposed variation and in the event that such variation is refused by you, then the contract shall, at Our election be terminated and neither party shall have any further liability to the other. In the event of such termination, any deposit paid shall be returned to you.
18. We are not experts in structural surveying. The Goods, Services and price set out in the Order are agreed on the basis of Our not encountering any structural difficulties during the course of providing the Services. Structural difficulties shall include, but not be limited to the discovery of gas, water, sewerage or electricity mains or inherent subsidence or existing defects in the premises such as and not limited to the existence of rot, woodworm or wasps nests. We reserve the right to vary the price in the event that structural difficulties are encountered in the course of providing the Services. We cannot be held liable for any delay occasioned by such unforeseen structural difficulties coming to light during the



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work and shall not be obliged to correct and/or overcome the structural difficulties, including but not limited to the requirement for lintels to be installed.

19. In order to carry out the Services and 'final survey', We require full access to the premises at all reasonable times. We shall not be responsible for any financial loss howsoever incurred by you if you take any time off work to allow Us access to the premises or to be present during the arranging or carrying out of the Services or the final survey.
20. If you fail to make any payment due to Us under the contract by the due date for payment, then you shall pay interest on the overdue amount at the rate of 5% per annum above the Bank of England's base rate from time to time. Such interest shall accrue on a daily basis from the due date until actual payment of the overdue amount, whether before or after judgment. You shall pay the interest together with the overdue amount.
21. You shall pay all amounts due under the contract in full without any set-off, counterclaim, deduction or withholding except as required by law. We may, without limiting our other rights or remedies, set off any amount owing to Us by you against any amount payable by Us to you.

### **WORK CONTENT IN THE CASE OF CONSERVATORIES, WINDOWS & DOORS**

22. Any work in relation to the installation of conservatories, windows and/or doors shall consist of the following:

#### ***For Conservatory Installation (if appropriate):***

- a. the preparation of a base for the conservatory unit you require, brief details of which are set out overleaf and which may alter depending on final survey and any resulting agreed variations;

- b. the subsequent construction of the conservatory unit as described overleaf;
- c. the removal of spoil, waste, unused and other construction materials and equipment after completion of the works;

#### ***For Windows/Doors and other installations (if appropriate):***

- d. the removal of presently installed window(s), door(s) and, if agreed, the removal of roofline and other products, as set out overleaf;
  - e. if agreed, the formation of door and window openings as set out overleaf;
  - f. the preparation for and installation of the window(s), door(s) and, if agreed, the roofline products as described and set out overleaf; and
  - g. the removal of spoil, waste, unused and other construction materials and equipment after completion of the works.
23. Any additional work (for example and not limited to the replacement of existing fascias, soffit boards, guttering, downspouts and windows) must be agreed in writing and approved by both parties and shall be subject to these conditions.
  24. We are not required to decorate or redecorate any room in your house following completion of the works described in this contract.

### **DELIVERY OF GOODS**

25. We shall deliver the Goods to the location set out in the Order or such other location as We may agree with you (**Delivery Location**) at any time after We notify you that the Goods are ready.
26. Delivery of the Goods shall be completed on the Goods' arrival, or upon being made available for collection at the Delivery Location.
27. We shall provide you with an estimated delivery date for any Goods ordered. Time of delivery is not of the essence of the contract, but delivery



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shall be made within 30 days of the estimated delivery date, or such other period agreed between us (the "Delivery Deadline"). We shall not be liable for any delay or failure in delivery of the Goods that is caused by an Event Outside Our Control, your failure to provide Us with adequate delivery instructions or any other instructions that are relevant to the supply of the Goods.

28. Without prejudice to clause 27, if We miss the Delivery Deadline for any Goods then you may cancel your Order straightaway if any of the following apply:
  - a. We have refused to deliver the Goods;
  - b. delivery within the Delivery Deadline was essential (taking into account all the relevant circumstances); or
  - c. you told Us before We accepted your Order that delivery within the Delivery Deadline was essential.
29. If you do not wish to cancel your Order straight away, or do not have the right to do so under clause 28, you can give Us a new deadline for delivery, which must be reasonable, and you can cancel your Order if We do not meet the new deadline.
30. If you fail to accept or take delivery of the Goods within seven days of Our notifying you that the Goods are ready, then except where such failure or delay is caused by a Event Outside Our Control or by Our failure to comply with our obligations under the contract in respect of the Goods:
  - a. delivery of the Goods shall be deemed to have been completed at 9.00 am on the seventh day following the day on which the We notified you that the Goods were ready; and
  - b. We shall store the Goods until delivery takes place, and charge you for all related costs and

expenses (including, without limitation, any insurance We decide (in Our absolute discretion) to purchase in respect of the Goods).

31. If 14 days after We notified you that the Goods were ready for delivery you have not taken delivery of them, We may resell or otherwise dispose of part or all of the Goods and, after deducting reasonable storage and selling costs, account to you for any excess over the price of the Goods or charge you for any shortfall below the price of the Goods.
32. You shall not be entitled to reject the Goods if We deliver up to and including 5 per cent more or less than the quantity of Goods ordered, but a pro-rata adjustment shall be made to the Order invoice on receipt of notice from you that the wrong quantity of Goods was delivered.
33. We may deliver the Goods by instalments, which shall be invoiced and paid for separately. Each instalment shall constitute a separate contract. Any delay in delivery or defect in an instalment shall not entitle you to cancel any other instalment.

### **TITLE**

34. Title to the Goods shall not pass to you until We have received payment in full (in cash or cleared funds) for the Goods and any other goods that We have supplied to you.

### **SUPPLY OF SERVICES**

35. We shall use all reasonable endeavours to meet any performance dates for the Services agreed between us, but any such dates shall be estimates only and time shall not be of the essence for the performance of the Services. You should be aware that the time required may be subject to delays caused by bad weather, staff illness or injury, by difficulties in obtaining products from third parties, by structural difficulties or by difficulties



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caused by any existing defects in the premises or any additional work required as a result of the final survey or revealed during the performance of the Services.

36. We may have to suspend the Services if We have to deal with technical problems, or to make improvements agreed between you and Us in writing to the Services. We will contact you to let you know in advance where this occurs, unless the problem is urgent or an emergency. You do not have to pay for the Services while they are suspended under this clause but this does not affect your obligation to pay for any invoices We have already sent you.
37. We shall have the right to make any changes to the Services which are necessary to comply with any applicable law or safety requirement, or which do not materially affect the nature or quality of the Services, and We shall notify you in any such event.

### **IF THERE IS A PROBLEM WITH THE GOODS OR SERVICES**

38. As a consumer, you have legal rights in relation to Goods that are faulty or not as described, as well as Services not carried out with reasonable care and skill. We are under a legal duty to supply Goods that are in conformity with this contract. Advice about your legal rights is available from your local Citizens' Advice Bureau or Trading Standards office. Nothing in these Terms will affect these legal rights.
39. In the unlikely event that there is any defect with the Goods or Services:
- please contact Us and tell Us as soon as reasonably possible;
  - please give Us a reasonable opportunity to repair or fix any defect; and

- We will use every effort to repair or fix the defect as soon as reasonably practicable.

You will not have to pay for Us to repair or fix a defect with the Goods or Services under this clause.

40. Without prejudice to clauses 38 and 41, you should note the following:
- We shall not be liable for the cost of repairing any pre-existing faults or damage to your property that We discover in the course of installation and/or performance by Us;
  - We shall not be liable for matters arising out of your providing incorrect measurements to Us;
  - although double glazed units normally reduce condensation on glass, the extent to which condensation is reduced varies from property to property according to environmental conditions. As such, We give no representation or warranty that double-glazed units will definitely reduce condensation and shall not be liable in connection with the same. Non-conservatory windows will be white as standard unless otherwise agreed in writing;
  - variations in the quality, size, texture, shape, finish and appearance of Goods can arise in the manufacturing process. We shall not be liable for minor variations, blemishes or imperfections inherent in the manufacturing process, which in the event of a dispute shall be judged in accordance with the Glass and Glazing Federation's Guidance and Datasheet (or, if not applicable, any generally accepted tolerances relevant to the type of goods or issue in question). We draw your attention to the fact that the glass used has a soft surface and reasonable care should therefore be taken when cleaning it so as to avoid damage;



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- e. We cannot give any assurances that lead products will not tarnish, as by their very nature, they tarnish when exposed to the atmosphere/environment;
  - f. any window or door furniture fitted to conservatory doors and conservatory windows (other than locking mechanisms) supplied shall, unless agreed otherwise in writing, be made from such materials as the We shall deem suitable. Whilst We will take all reasonable steps to ensure that the appearance of any brassware supplied by Us is satisfactory, We cannot give any assurance that the brassware will not tarnish, as brassware by its nature will tarnish when exposed to the atmosphere/environment;
  - g. minor settlement of any conservatory or area surrounding it may take place and this is normal. We shall not be liable for any subsidence unconnected with any negligence or breach of statutory duty on Our part;
  - h. you should ensure that any guttering installed by Us is regularly cleaned and kept free of leaves and debris. We shall not be liable for any blocked or damaged guttering unless cause by Our negligence or breach of statutory duty;
  - i. We will use reasonable endeavours to obtain brick, stone or other materials, including brass (as appropriate) which reasonably match the existing brickwork, stonework or other materials of your house. However, in the event that We cannot obtain the precise materials requested by you, We reserve the right to offer alternative materials under this contract without variation to price and you shall not unreasonably refuse to accept these alternative materials; and
  - j. Where applicable, We might, without any liability on Our part, offer an informal opinion, to the best of Our ability, but We are not able to give you expert advice in respect of legal matters such as (without limitation) the need for planning permission, the effect of planning conditions or other regulatory requirements, which might affect your premises or the proposed works. Please note that We are not and do not employ chartered surveyors, engineers or architects and We do not have detailed knowledge of local by-laws which may apply to or affect the carrying out of the works. It is entirely your responsibility to check before entering into this contract whether any approvals, plan submissions, freeholder's, head lessee's or mortgagees' consents may be required or whether there are restrictive covenants which may affect the premises and/or works. We cannot be responsible for any delay, disruption, claim, expense or other consequence caused by your failure to obtain appropriate planning permission or other such approvals and consents or by breach of a restrictive covenant or lease obligation.
41. Nothing in this contract shall seek to exclude or limit in any way Our liability for:
- a. death or personal injury caused by Our negligence or the negligence of Our employees, agents or subcontractors;
  - b. fraud or fraudulent misrepresentation;
  - c. breach of the terms implied by section 12 of the Sale of Goods Act 1979 and by section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession);
  - d. breach of the terms implied by sections 13, 14 and 15 of the Sale of Goods Act 1979 and sections 3, 4 and 5 of the Supply of Goods and Services Act 1982 (description, satisfactory quality, fitness for purpose and samples); or
  - e. defective products under the Consumer Protection Act 1987.



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42. We only supply the Goods and/or Services for domestic and private use. You agree not to use the Goods and/or Services for any commercial, business or re-sale purpose, and We have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.

### **TERMINATION**

43. Without limiting its other rights or remedies, each party may terminate the contract with immediate effect by giving written notice to the other party if:

- a. the other party commits a material breach of its obligations under this contract and (if such breach is remediable) fails to remedy that breach within 14 days after receipt of notice in writing to do so;
- b. your financial position deteriorates to such an extent that in Our opinion your capability to adequately fulfil your obligations under the contract has been placed in jeopardy;
- c. the other party suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts or (being a company) is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986 or (being an individual) is deemed either unable to pay its debts or as having no reasonable prospect of so doing, in either case, within the meaning of section 268 of the Insolvency Act 1986;
- d. the other party enters into a formal insolvency procedure or commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with its creditors other than (where a company) for the sole purpose of a scheme for a solvent amalgamation of that other party with

- e. one or more other companies or the solvent reconstruction of that other party; or
- e. the other party suspends, threatens to suspend, ceases or threatens to cease to carry on, all or substantially the whole of its business.

44. Without limiting Our other rights or remedies, We may terminate the contract with immediate effect by giving written notice to you if you fail to pay any amount due under this contract on the due date for payment.

45. Without limiting Our other rights or remedies, We may suspend the supply of Services or all further deliveries of Goods under the contract or any other contract between you and Us if you fail to pay any amount due under this contract on the due date for payment, you become subject to any of the events listed in clause 43(a) to (e), or We reasonably believe that you are about to become subject to any of them.

46. On termination of the contract for any reason and without prejudice to Our other rights or remedies:

- a. you shall immediately pay to Us all of Our outstanding unpaid invoices and interest and, in respect of Goods and/or Services supplied (or in the case of Goods only, already manufactured or ordered from a third party in connection with this contract) but for which no invoice has yet been submitted, We shall submit an invoice, which shall be payable by you immediately on receipt; and
- b. the accrued rights and remedies of the parties as at termination shall not be affected, including the right to claim damages in respect of any breach of the contract which existed at or before the date of termination or expiry.

### **CANCELLATION**

47. You have the right to cancel this contract within 14 days without giving any reason in accordance



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- with and only to the extent provided by the Consumer Contracts Regulations.
48. The cancellation period will expire after 14 days from the day:
- of the conclusion of the contract (in the case of a service contract);
  - on which you acquire, or a third party other than the carrier and indicated by you acquires, physical possession of the Goods (in the case of a sales contract);
  - on which you acquire, or a third party other than the carrier and indicated by you acquires, physical possession of the last good (in the case of a contract relating to multiple goods ordered by the consumer in one order and delivered separately);
  - on which you acquire, or a third party other than the carrier and indicated by you acquires, physical possession of the last lot or piece (in the case of a contract relating to delivery of goods consisting of multiple lots or pieces); or
  - on which you acquire, or a third party other than the carrier and indicated by you acquires, physical possession of the first good (in the case of a contract for regular delivery of goods during a defined period of time).
49. To exercise the right to cancel, you must inform Us of your decision to cancel this contract by a clear statement (e.g. a letter sent by post, fax or e-mail). You may use the attached model cancellation form, but it is not obligatory.
50. To meet the cancellation deadline, it is sufficient for you to send your communication concerning your exercise of the right to cancel before the cancellation period has expired.
51. If you cancel this contract, We will reimburse to you all payments received from you, including the costs of delivery (except for the supplementary costs arising if you chose a type of delivery other than the least expensive type of standard delivery offered by us).
52. We may make a deduction from the reimbursement for loss in value of any Goods supplied, if the loss is the result of unnecessary handling by you.
53. We will make the reimbursement without undue delay, and not later than –
- 14 days after the day we receive back from you any Goods supplied, or
  - (if earlier) 14 days after the day you provide evidence that you have returned the Goods, or
  - if there were no goods supplied, 14 days after the day on which we are informed about your decision to cancel this contract.
54. We will make the reimbursement using the same means of payment as you used for the initial transaction, unless you have expressly agreed otherwise; in any event, you will not incur any fees as a result of the reimbursement. We may withhold reimbursement until we have received the Goods back or you have supplied evidence of having sent back the Goods, whichever is the earliest.
55. You shall send back the Goods or hand them over to Us without undue delay and in any event not later than 14 days from the day on which you communicate your cancellation from this contract to Us. The deadline is met if you send back the Goods before the period of 14 days has expired.
56. You will have to bear the direct cost of returning the Goods.
57. You are only liable for any diminished value of the Goods resulting from the handling other than what is necessary to establish the nature, characteristics and functioning of the Goods.





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58. If you requested to begin the performance of Services during the cancellation period, you shall pay us an amount which is in proportion to what has been performed until you have communicated to Us your cancellation from this contract, in comparison with the full coverage of the contract.

### **GOODWILL GUARANTEE OF GOODS**

59. In addition to your legal rights in relation to Goods that are faulty or not as described and without prejudice to clauses 47 to 58 (Cancellation), if you change your mind for any reason you may cancel this contract by notice in writing within seven calendar days of the date of the contract being entered into in accordance with the Glass & Glazing Federation's Consumer Code of Good Practice, which We subscribe to (copy available on request).

60. If you cancel the contract pursuant to clause 59 then clauses 51 to 58 of this contract shall apply to that cancellation as if the contract had been cancelled pursuant to clause 47.

61. The Goods may come with a manufacturer's guarantee. If so, a copy of the guarantee will be provided with the Goods upon delivery.

62. Any guarantee referred to at clause 61 is in addition to, and does not affect, your legal rights in relation to the Goods that are faulty or not as described.

### **EVENTS OUTSIDE OUR CONTROL**

63. For the purposes of these Terms, **Event Outside Our Control** means an event beyond Our reasonable control including but not limited to unforeseen structural difficulties or defects in the premises, strikes, lock-outs or other industrial disputes (whether involving Our workforce or of any other party), failure of a utility service or transport network, act of God, war, riot, civil

commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm or default of suppliers or subcontractors.

64. We shall not be liable to you as a result of any delay or failure to perform Our obligations under this contract as a result of an Event Outside Our Control.

65. If the Event Outside Our Control prevents Us from providing any of the Services and/or Goods for more than three weeks, We shall, without limiting Our other rights or remedies, have the right to terminate this contract immediately by giving written notice to you and:

- a. you shall immediately pay to Us all of Our outstanding unpaid invoices and interest and, in respect of Goods and/or Services supplied (or in the case of Goods only, already manufactured or ordered from a third party in connection with this contract) but for which no invoice has yet been submitted, We shall submit an invoice, which shall be payable by you immediately on receipt; and
- b. the accrued rights and remedies of the parties as at termination shall not be affected, including the right to claim damages in respect of any breach of the contract which existed at or before the date of termination or expiry.

### **YOUR OBLIGATIONS**

66. It is your responsibility to notify your household, buildings or contents insurers, should such be required, of any changes to the property brought about by the provision of the Services and in so far as the same is insurable to ensure appropriate insurance cover is effected. You are strongly recommended to check the insurance policy, schedule and terms and conditions to see if such notification is required and if there is any doubt



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you should notify the insurers in writing of the proposed Services before such work commences.

67. It is your responsibility to make sure that any conservatory installed is adequately ventilated at all times in accordance with the Building Regulations, any other statutory requirement(s) and best practice guidance current at the date and during the currency of this contract. It is important that you heat the conservatory like any other room in the house.

### **DISPUTE RESOLUTION**

68. All disputes, differences and questions which at any time arise between the parties out of or in connection with this agreement or its subject matter shall:
- a. in the first instance form the basis for and be submitted to Us as a formal complaint and will be dealt with in accordance with Our complaints handling procedure (to the extent you have not already been provided with details of Our complaints handling procedure, We will provide you with a copy of the same as soon as is reasonably practicable upon request from you);
  - b. if you are not satisfied with the outcome of your formal complaint, be and is hereby submitted via The Double Glazing and Conservatory Quality Assurance Ombudsman Scheme (DGCOS) or The Glazing Ombudsman (TGO) (as the context requires) (unless there is good reason to send the matter directly for determination by the Ombudsman) for such of conciliation (available free of charge through The Glass and Glazing Federation), mediation, determination or arbitration by the Ombudsman or his nominee as may be agreed between us; and
  - c. if we cannot agree for the purposes of clause 68 (b), or the matter was referred for conciliation or mediation but has not been resolved within one

month or such later time as the parties may agree in writing either of the parties shall have the right to request that the matter(s) in dispute be resolved by arbitration and/or determined by the relevant Ombudsman pursuant to the rules of The Quality Assurance Ombudsman Scheme, 1996, or any subsequent modification thereof. The parties agree to be bound by any request/election made by the other party and the decision resulting therefrom shall be final and binding on them, save for in the case of manifest error or fraud

but where the complainant party is a consumer (as defined in the Unfair Terms in Consumer Contracts Regulations 1999), clauses 68(b) to (c) shall not apply. Instead, you will be entitled (at your discretion) to request in writing that the matter be submitted for resolution by conciliation, mediation, determination or arbitration via the DGCOS or TGO after exhausting our formal complaint procedure in accordance with clause 68(a). This is without prejudice to your right to take further court action in the event that you submit the matter for conciliation or mediation and a binding agreement is not reached. The outcome of any arbitration or determination you submit to as a consumer shall be final and binding on us, save for in the case of manifest error or fraud.

### **GENERAL**

69. **Assignment and other dealings:** We may at any time assign, transfer, mortgage, charge, subcontract or deal in any other manner with all or any of Our rights under the contract and may subcontract or delegate in any manner any or all of Our obligations under the contract to any third party. You shall not, without Our prior written consent, assign, transfer, charge, subcontract,



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declare a trust over or deal in any other manner with all or any of your rights or obligations under the contract.

70. **Severance:** If any provision or part-provision of the contract is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of the contract.
71. **Waiver:** If We fail to insist that you perform any of your obligations under these Terms, or if We do not enforce Our rights against you, or if We delay in doing so, that will not mean that We have waived Our rights against you and will not mean that you do not have to comply with those obligations. If We do waive a default by you, We will only do so in writing, and that will not mean that We will automatically waive any later default by you.
72. **Variation:** Except as set out in these Terms, no variation of the contract, including the introduction of any additional terms and conditions shall be effective unless it is agreed in writing and signed by Us. Any variations agreed by Us may result in extra charges being made to you.
73. **Third Parties:** This contract is between you and Us. No other person shall have any rights to enforce any of its terms.
74. **Governing Law & Jurisdiction:** This contract shall be governed by English law and, save as to the dispute resolution process provided in these Terms, the parties agree to submit to the exclusive jurisdiction of the English courts.



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**CANCELLATION FORM**

To N. & C. GLASS LTD of 103 Lancaster Way, Ely, Cambridgeshire CB6 3NX (fax: 01353 666877 & email: info@nandcglass.co.uk):

I/We [\*] hereby give notice that I/We [\*] cancel my/our [\*] contract of sale of the following goods [\*]/ for the supply of the following service [\*],

Ordered on [\*]/ received on [\*],

Name of consumer(s),

Address of consumer(s),

Signature of consumer(s) (only if this form is notified on paper),

Date

[\*] Delete as appropriate.



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### TERMS AND CONDITIONS - BUSINESS

1. When the following words with capital letters are used in these Terms, this is what they will mean:
  - a. **Delivery Location:** has the meaning set out in clause 25;
  - b. **Event Outside Our Control:** has the meaning set out in clause 63;
  - c. **Goods:** the goods (or any part of them) set out in the Order;
  - d. **Order:** your Order for the Goods and/or Services as set out in the attached quotation;
  - e. **Services:** the services, supplied by Us to you, which are set out in the attached quotation and including any variations, additions or remedials agreed in accordance with these terms and conditions; and
  - f. **We/Our/Us:** N. & C. GLASS LTD. Incorporated and registered in England and Wales with company number 02828940 whose registered office is at 103 Lancaster Way, Ely, Cambridgeshire CB6 3NX.

### OUR CONTRACT WITH YOU

2. These are the terms and conditions on which We supply Goods and Services to you.
3. Please ensure that you read these Terms carefully and check that the details on the Order and in these Terms are complete and accurate, before you submit the Order. If you think that there is a mistake or require any changes, please contact Us to discuss. We will confirm any changes in writing to avoid any confusion between you and Us.
4. When you sign and submit the Order to Us, this does not mean We have accepted your order for Services. Our acceptance of the Order will take place as described in clause. If We are unable to supply you with the Goods and/or Services, We will inform you of this and We will not process the Order.
5. These Terms will become binding on you and Us when We issue you with a written acceptance of an Order, at which point a contract will come into existence between you and Us.

6. These Terms constitute the entire agreement between you and Us. You acknowledge that you have not relied on any statement, promise, representation, assurance or warranty made or given by or on behalf of Us which is not set out in these Terms.
7. Any samples, drawings, descriptive matter or advertising issued by Us and any descriptions of the Goods or illustrations or descriptions of the Services contained in Our catalogues or brochures are issued or published for the sole purpose of giving an approximate idea of the Services and/or Goods described in them. They shall not form part of the contract or have any contractual force.
8. These Terms apply to the contract to the exclusion of any other terms that you seek to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.
9. Any quotation given by Us to you shall not constitute an offer, and is only valid for a period of 28 days from its date of issue.
10. All of these Terms shall apply to the supply of both Goods and Services except where application to one or the other is specified.

### CHARGES AND PAYMENT

11. The price for the Goods and Services shall be the price set out in the Order.
12. Unless stated otherwise, all amounts payable by you under this contract are exclusive of value added tax chargeable from time to time (**VAT**). Where any taxable supply for VAT purposes is made under the contract by Us to you, you shall, on receipt of a valid VAT invoice, pay to Us such additional amounts in respect of VAT as are chargeable on the supply of the Services or Goods at the same time as payment is due for the supply of the Services or Goods.
13. A deposit, as set out in the Order, is payable by you immediately upon entering into this contract. Save as otherwise provided by law or in this contract, the deposit is non-refundable in the event you should terminate or purport to terminate the contract for whatever reason.



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14. In respect of the Goods, We shall invoice you on or at any time after the deemed date of their delivery. In respect of the Services, We shall invoice you monthly in arrears in respect of work undertaken and/or for the full balance at any time after the date they are completed (whichever is the earlier).

15. You shall pay each invoice submitted by Us:

- a. immediately on the date of invoice; and
- b. in full and in cleared funds to a bank account nominated in writing by Us, and

time for payment shall be of the essence of the contract.

16. Without prejudice to clauses 14 and 15, when installing a conservatory for you We may invoice you for an agreed proportion of the total contract price at any time after the commencement of the Services, which invoice shall be payable by you immediately upon completion by Us of the base to the conservatory.

17. The contract price and the details of the Goods and Services set out in the Order have been determined by an initial survey only. Once this contract has been entered into, We will arrange for a 'final survey' to take place, in which one of Our authorised employees will visit the premises in question and make a thorough assessment of the Goods and Services to be provided. It is important that the customer is present whilst this final survey is carried out. It may be that as a result of this 'final survey' We recommend variations to the Goods, Services and/or price set out in the Order, such as (without limitation) the requirement for lintels or additional support for bay windows. You will be invited to agree to any such proposed variation and in the event that such variation is refused by you, then the contract shall, at Our election be terminated and neither party shall have any further liability to the other. In the event of such termination, any deposit paid shall be returned to you.

18. We are not experts in structural surveying. The Goods, Services and price set out in the Order are agreed on the basis of Our not encountering any structural difficulties during the course of providing

the Services. Structural difficulties shall include, but not be limited to the discovery of gas, water, sewerage or electricity mains or inherent subsidence or existing defects in the premises such as and not limited to the existence of rot, woodworm or wasps nests. We reserve the right to vary the price in the event that structural difficulties are encountered in the course of providing the Services. We cannot be held liable for any delay occasioned by such unforeseen structural difficulties coming to light during the work and shall not be obliged to correct and/or overcome the structural difficulties, including but not limited to the requirement for lintels to be installed.

19. In order to carry out the Services and 'final survey', We require full access to the premises at all reasonable times. We shall not be responsible for any financial loss howsoever incurred by you if you take any time off work to allow Us access to the premises or to be present during the arranging or carrying out of the Services or the final survey.

20. If you fail to make any payment due to Us under the contract by the due date for payment, then you shall pay interest on the overdue amount at the rate of 5% per annum above the Bank of England's base rate from time to time. Such interest shall accrue on a daily basis from the due date until actual payment of the overdue amount, whether before or after judgment. You shall pay the interest together with the overdue amount.

21. You shall pay all amounts due under the contract in full without any set-off, counterclaim, deduction or withholding except as required by law. We may, without limiting our other rights or remedies, set off any amount owing to Us by you against any amount payable Us to you.

### **WORK CONTENT IN THE CASE OF CONSERVATORIES, WINDOWS & DOORS**

22. Any work in relation to the installation of conservatories, windows and/or doors shall consist of the following:

*For Conservatory Installation (if appropriate):*



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- a. the preparation of a base for the conservatory unit you require, brief details of which are set out overleaf and which may alter depending on final survey and any resulting agreed variations;
- b. the subsequent construction of the conservatory unit as described overleaf;
- c. the removal of spoil, waste, unused and other construction materials and equipment after completion of the works;

***For Windows/Doors and other installations (if appropriate):***

- d. the removal of presently installed window(s), door(s) and, if agreed, the removal of roofline and other products, as set out overleaf;
- e. if agreed, the formation of door and window openings as set out overleaf;
- f. the preparation for and installation of the window(s), door(s) and, if agreed, the roofline products as described and set out overleaf; and
- g. the removal of spoil, waste, unused and other construction materials and equipment after completion of the works.

23. Any additional work (for example and not limited to the replacement of existing fascias, soffit boards, guttering, downspouts and windows) must be agreed in writing and approved by both parties and shall be subject to these conditions.

24. We are not required to decorate or redecorate any room in your house following completion of the works described in this contract.

### **DELIVERY OF GOODS**

25. We shall deliver the Goods to the location set out in the Order or such other location as We may agree with you (**Delivery Location**) at any time after We notify you that the Goods are ready.

26. Delivery of the Goods shall be completed on the Goods' arrival, or upon being made available for collection at the Delivery Location.

27. Any dates quoted for delivery of the Goods are approximate only, and the time of delivery is not of the essence. We shall not be liable for any delay or failure in delivery of the Goods that is caused by an

Event Outside Our Control, your failure to provide Us with adequate delivery instructions or any other instructions that are relevant to the supply of the Goods.

28. Without prejudice to clause 27, if We fail to deliver the Goods, Our liability shall be limited to the costs and expenses incurred by you in obtaining replacement goods of similar description and quality in the cheapest market available, less the price of the Goods.

29. If you fail to accept or take delivery of the Goods within seven days of Our notifying you that the Goods are ready, then except where such failure or delay is caused by a Event Outside Our Control or by Our failure to comply with our obligations under the contract in respect of the Goods:

- a. delivery of the Goods shall be deemed to have been completed at 9.00 am on the seventh day following the day on which the We notified you that the Goods were ready; and
- b. We shall store the Goods until delivery takes place, and charge you for all related costs and expenses (including, without limitation, any insurance We decide (in Our absolute discretion) to purchase in respect of the Goods).

30. If 14 days after We notified you that the Goods were ready for delivery you have not taken delivery of them, We may resell or otherwise dispose of part or all of the Goods and, after deducting reasonable storage and selling costs, account to you for any excess over the price of the Goods or charge you for any shortfall below the price of the Goods.

31. You shall not be entitled to reject the Goods if We deliver up to and including 5 per cent more or less than the quantity of Goods ordered, but a pro-rata adjustment shall be made to the Order invoice on receipt of notice from you that the wrong quantity of Goods was delivered.

32. We may deliver the Goods by instalments, which shall be invoiced and paid for separately. Each instalment shall constitute a separate contract. Any



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delay in delivery or defect in an instalment shall not entitle you to cancel any other instalment.

### **TITLE & RISK**

33. The risk in the Goods shall pass to you on completion of delivery.

34. Title to the Goods shall not pass to you until the earlier of when:

- a. We have received payment in full (in cash or cleared funds) for the Goods and any other goods that We have supplied to you; or
- b. you resell the Goods, in which case title to the Goods shall pass to you at the time specified in clause 35.e.

35. Until title to the Goods has passed to you, you shall:

- a. store the Goods separately from all other goods held by you so that they remain readily identifiable as Our property;
- b. not remove, deface or obscure any identifying mark or packaging on or relating to the Goods;
- c. maintain the Goods in satisfactory condition and keep them insured against all risks for their full price on Our behalf from the date of delivery;
- d. notify Us immediately if you become subject to any of the events listed in clause 43(b) to (e); and
- e. give Us such information relating to the Goods as We may require from time to time.

36. Subject to clause b, you may resell or use the Goods in the ordinary course of your business (but not otherwise) before We receive payment for the Goods. However, if you resell the Goods before that time:

- a. You do so as principal and not as Our agent; and
- b. title to the Goods shall pass to you immediately before the time at which resale by you occurs.

37. If, before title to the Goods passes to you, you become subject to any of the events listed in clause 39(b) to (e), then, without limiting any other right or remedy We may have:

- a. your right to resell Goods or use them in the ordinary course of its business ceases immediately; and
- b. We may at any time:
  - i. require you to deliver up all Goods in your possession which have not been resold, or irrevocably incorporated into another product; and

- ii. if you fail to do so promptly, enter any premises of yours or of any third party where the Goods are stored in order to recover them.

### **SUPPLY OF SERVICES**

38. We shall use all reasonable endeavours to meet any performance dates for the Services agreed between us, but any such dates shall be estimates only and time shall not be of the essence for the performance of the Services. You should be aware that the time required may be subject to delays caused by bad weather, staff illness or injury, by difficulties in obtaining products from third parties, by structural difficulties or by difficulties caused by any existing defects in the premises or any additional work required as a result of the final survey or revealed during the performance of the Services.

39. We may have to suspend the Services if We have to deal with technical problems, or to make improvements agreed between you and Us in writing to the Services. We will contact you to let you know in advance where this occurs, unless the problem is urgent or an emergency. You do not have to pay for the Services while they are suspended under this clause but this does not affect your obligation to pay for any invoices We have already sent you.

40. We shall have the right to make any changes to the Services which are necessary to comply with any applicable law or safety requirement, or which do not materially affect the nature or quality of the Services, and We shall notify you in any such event.

### **THIRD PARTY MANUFACTURER GUARANTEE**

41. The Goods may come with a manufacturer's guarantee. If so, a copy of the guarantee will be provided with the Goods upon delivery.

### **LIABILITY**

42. Subject to clause 41:

- a. We shall under no circumstances whatever be liable to you, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of





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- profit, or any indirect or consequential loss arising under or in connection with this contract ; and
- b. Our total liability to you in respect of all other losses arising under or in connection with this contract, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall in no circumstances exceed the contract price.
43. The terms implied by sections 13 to 15 of the Sale of Goods Act 1979 and the terms implied by sections 3 to 5 of the Supply of Goods and Services Act 1982 are, to the fullest extent permitted by law, excluded from this contract.
44. Without prejudice to clause 41, you should note the following:
- a. We shall not be liable for the cost of repairing any pre-existing faults or damage to your property that We discover in the course of installation and/or performance by Us;
- b. We shall not be liable for matters arising out of your providing incorrect measurements to Us;
- c. although double glazed units normally reduce condensation on glass, the extent to which condensation is reduced varies from property to property according to environmental conditions. As such, We give no representation or warranty that double-glazed units will definitely reduce condensation and shall not be liable in connection with the same. Non-conservatory windows will be white as standard unless otherwise agreed in writing;
- d. variations in the quality, size, texture, shape, finish and appearance of Goods can arise in the manufacturing process. We shall not be liable for minor variations, blemishes or imperfections inherent in the manufacturing process, which in the event of a dispute shall be judged in accordance with the Glass and Glazing Federation's Guidance and Datasheet (or, if not applicable, any generally accepted tolerances relevant to the type of goods or issue in question). We draw your attention to the fact that the glass used has a soft surface and reasonable care should therefore be taken when cleaning it so as to avoid damage;
- e. We cannot give any assurances that lead products will not tarnish, as by their very nature, they tarnish when exposed to the atmosphere/environment;
- f. any window or door furniture fitted to conservatory doors and conservatory windows (other than locking mechanisms) supplied shall, unless agreed otherwise in writing, be made from such materials as the We shall deem suitable. Whilst We will take all reasonable steps to ensure that the appearance of any brassware supplied by Us is satisfactory, We cannot give any assurance that the brassware will not tarnish, as brassware by its nature will tarnish when exposed to the atmosphere/environment;
- g. minor settlement of any conservatory or area surrounding it may take place and this is normal. We shall not be liable for any subsidence unconnected with any negligence or breach of statutory duty on Our part;
- h. you should ensure that any guttering installed by Us is regularly cleaned and kept free of leaves and debris. We shall not be liable for any blocked or damaged guttering unless cause by Our negligence or breach of statutory duty;
- i. We will use reasonable endeavours to obtain brick, stone or other materials, including brass (as appropriate) which reasonably match the existing brickwork, stonework or other materials of your house. However, in the event that We cannot obtain the precise materials requested by you, We reserve the right to offer alternative materials under this contract without variation to price and you shall not unreasonably refuse to accept these alternative materials; and
- j. Where applicable, We might, without any liability on Our part, offer an informal opinion, to the best of Our ability, but We are not able to give you expert advice in respect of legal matters such as (without limitation) the need for planning permission, the effect of planning conditions or other regulatory requirements, which might affect your premises or the proposed works. Please note that We are not and do not employ chartered surveyors, engineers or architects and We do not have detailed knowledge of local by-laws which may apply to or affect the carrying out of the works. It is



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entirely your responsibility to check before entering into this contract whether any approvals, plan submissions, freeholder's, head lessee's or mortgagees' consents may be required or whether there are restrictive covenants which may affect the premises and/or works. We cannot be responsible for any delay, disruption, claim, expense or other consequence caused by your failure to obtain appropriate planning permission or other such approvals and consents or by breach of a restrictive covenant or lease obligation.

45. Nothing in this contract shall seek to exclude or limit in any way Our liability for:

- a. death or personal injury caused by Our negligence or the negligence of Our employees, agents or subcontractors;
- b. fraud or fraudulent misrepresentation;
- c. breach of the terms implied by section 12 of the Sale of Goods Act 1979 (title and quiet possession);
- d. breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession); or
- e. defective products under the Consumer Protection Act 1987.

### **TERMINATION**

46. Without limiting its other rights or remedies, each party may terminate the contract with immediate effect by giving written notice to the other party if:

- a. the other party commits a material breach of its obligations under this contract and (if such breach is remediable) fails to remedy that breach within 14 days after receipt of notice in writing to do so;
- b. your financial position deteriorates to such an extent that in Our opinion your capability to adequately fulfil your obligations under the contract has been placed in jeopardy;
- c. the other party suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts or (being a company or limited liability partnership) is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986 or (being an individual) is deemed either unable to pay its debts or as having no

reasonable prospect of so doing, in either case, within the meaning of section 268 of the Insolvency Act 1986 or (being a partnership) has any partner to whom any of the foregoing apply;

- d. the other party enters into a formal insolvency procedure or commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with its creditors other than (where a company) for the sole purpose of a scheme for a solvent amalgamation of that other party with one or more other companies or the solvent reconstruction of that other party; or
- e. the other party suspends, threatens to suspend, ceases or threatens to cease to carry on, all or substantially the whole of its business.

47. Without limiting Our other rights or remedies, We may terminate the contract with immediate effect by giving written notice to you if you fail to pay any amount due under this contract on the due date for payment.

48. Without limiting Our other rights or remedies, We may suspend the supply of Services or all further deliveries of Goods under the contract or any other contract between you and Us if you fail to pay any amount due under this contract on the due date for payment, you become subject to any of the events listed in clause 43(a) to (e), or We reasonably believe that you are about to become subject to any of them.

49. On termination of the contract for any reason and without prejudice to Our other rights or remedies:

- a. you shall immediately pay to Us all of Our outstanding unpaid invoices and interest and, in respect of Goods and/or Services supplied (or in the case of Goods only, already manufactured or ordered from a third party in connection with this contract) but for which no invoice has yet been submitted, We shall submit an invoice, which shall be payable by you immediately on receipt; and
- b. the accrued rights and remedies of the parties as at termination shall not be affected, including the right to claim damages in respect of any breach of the contract



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which existed at or before the date of termination or expiry.

### **EVENTS OUTSIDE OUR CONTROL**

50. For the purposes of these Terms, **Event Outside Our Control** means an event beyond Our reasonable control including but not limited to unforeseen structural difficulties or defects in the premises, strikes, lock-outs or other industrial disputes (whether involving Our workforce or of any other party), failure of a utility service or transport network, act of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm or default of suppliers or subcontractors.
51. We shall not be liable to you as a result of any delay or failure to perform Our obligations under this contract as a result of an Event Outside Our Control.
52. If the Event Outside Our Control prevents Us from providing any of the Services and/or Goods for more than three weeks, We shall, without limiting Our other rights or remedies, have the right to terminate this contract immediately by giving written notice to you and:
- you shall immediately pay to Us all of Our outstanding unpaid invoices and interest and, in respect of Goods and/or Services supplied (or in the case of Goods only, already manufactured or ordered from a third party in connection with this contract) but for which no invoice has yet been submitted, We shall submit an invoice, which shall be payable by you immediately on receipt; and
  - the accrued rights and remedies of the parties as at termination shall not be affected, including the right to claim damages in respect of any breach of the contract which existed at or before the date of termination or expiry.

### **YOUR OBLIGATIONS**

53. It is your responsibility to notify your household, buildings or contents insurers, should such be required, of any changes to the property brought about by the provision of the Services and in so far as the same is insurable to ensure appropriate insurance cover is effected. You are strongly recommended to check the insurance policy, schedule and terms and conditions to see if such notification is required and if there is any doubt you should notify the insurers in writing of the proposed Services before such work commences.
54. It is your responsibility to make sure that any conservatory installed is adequately ventilated at all times in accordance with the Building Regulations, any other statutory requirement(s) and best practice guidance current at the date and during the currency of this contract. It is important that you heat the conservatory like any other room in the house.

### **DISPUTE RESOLUTION**

55. All disputes, differences and questions which at any time arise between the parties out of or in connection with this agreement or its subject matter shall:
- in the first instance form the basis for and be submitted to Us as a formal complaint and will be dealt with in accordance with Our complaints handling procedure (to the extent you have not already been provided with details of Our complaints handling procedure, We will provide you with a copy of the same as soon as is reasonably practicable upon request from you);
  - if you are not satisfied with the outcome of your formal complaint, be and is hereby submitted via The Double Glazing and Conservatory Quality Assurance Ombudsman Scheme (DGCOS) or The Glazing Ombudsman (TGO) (as the context requires) (unless there is good reason to send the matter directly for determination by the Ombudsman) for such of conciliation (available free of charge through The Glass and Glazing Federation), mediation, determination or arbitration by the Ombudsman or his nominee as may be agreed between us; and



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c. if we cannot agree for the purposes of clause 68 (b), or the matter was referred for conciliation or mediation but has not been resolved within one month or such later time as the parties may agree in writing either of the parties shall have the right to request that the matter(s) in dispute be resolved by arbitration and/or determined by the relevant Ombudsman pursuant to the rules of The Quality Assurance Ombudsman Scheme, 1996, or any subsequent modification thereof. The parties agree to be bound by any request/election made by the other party and the decision resulting therefrom shall be final and binding on them, save for in the case of manifest error or fraud

but where the complainant party is a consumer (as defined in the Unfair Terms in Consumer Contracts Regulations 1999), clauses 68(b) to (c) shall not apply. Instead, you will be entitled (at your discretion) to request in writing that the matter be submitted for resolution by conciliation, mediation, determination or arbitration via the DGCOS after exhausting our formal complaint procedure in accordance with clause 68(a). This is without prejudice to your right to take further court action in the event that you submit the matter for conciliation or mediation and a binding agreement is not reached. The outcome of any arbitration or determination you submit to as a consumer shall be final and binding on us, save for in the case of manifest error or fraud.

### **GENERAL**

56. **Assignment and other dealings:** We may at any time assign, transfer, mortgage, charge, subcontract or deal in any other manner with all or any of Our rights under the contract and may subcontract or delegate in any manner any or all of Our obligations under the contract to any third party. You shall not, without Our prior written consent, assign, transfer, charge, subcontract, declare a trust over or deal in any other manner with all or any of your rights or obligations under the contract.
57. **Severance:** If any provision or part-provision of the contract is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the

minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of the contract.

58. **Waiver:** If We fail to insist that you perform any of your obligations under these Terms, or if We do not enforce Our rights against you, or if We delay in doing so, that will not mean that We have waived Our rights against you and will not mean that you do not have to comply with those obligations. If We do waive a default by you, We will only do so in writing, and that will not mean that We will automatically waive any later default by you.
59. **Variation:** Except as set out in these Terms, no variation of the contract, including the introduction of any additional terms and conditions shall be effective unless it is agreed in writing and signed by Us. Any variations agreed by Us may result in extra charges being made to you.
60. **Third Parties:** This contract is between you and Us. No other person shall have any rights to enforce any of its terms.
61. **Governing Law & Jurisdiction:** This contract shall be governed by English law and, save as to the dispute resolution process provided in these Terms, the parties agree to submit to the exclusive jurisdiction of the English court

