

1 DEFINITIONS

- a. The Company is Advanced Glazing Systems Ltd and is sometimes referred to in these conditions as "we" or "AGS Ltd".
- b. The Purchaser is the customer whose name and address is shown overleaf and who is sometimes referred to in these conditions as "You".
- c. The Order Form is the Order Form overleaf and shall include any other document expressly referred to in the Order Form.
- d. The Property is the installation address shown overleaf.

2 CONTRACT

- a. The Purchaser shall purchase and The Company shall supply and install the products described in the Order Form at the price shown in the Order Form and in accordance with these TERMS AND CONDITIONS using materials currently used by The Company.
- b. No term, representation or promise shall form part of the Contract unless made in writing and contained or referred to in the Order Form. No addition to or variation of the Order Form or to these TERMS AND CONDITIONS shall be binding on The Company unless agreed in writing and signed by duly authorised officer of The Company.
- c. The products referred to in the Order Form will be manufactured in the manner considered most suitable by The Company and The Company reserves the right to make changes in the specification of products without notice as and when technical developments make this desirable. Presentation and showroom samples and illustrations and promotional literature are for demonstration, guidance and advertising purposes only and do not form part of the Contract. The price on the Contract is valid for six months from date of Contract.
- d. It is your responsibility to notify the Company if you are not the owner occupier of the Property and are also obliged to notify the Company if the Property is a listed building, or within a conservation area or if any approvals are necessary. It is the responsibility of the Purchaser to obtain any necessary approvals and in doing so the Contract may be delayed. We will require written authority from approving parties.
- e. We do not undertake the removal or re-siting of gas, electrical wiring, plumbing or telephone installations that would otherwise interfere with the proposed schedule of work.
- f. The Company Survey will take precedent over the contract specification.
- g. Each contract made by you with the Company shall be a stand alone contract and may not be linked in any way with any earlier, concurrent or later contract.

3 TIME

An estimated delivery period is quoted overleaf.

- a. The estimated period will run either from the date of the Contract or the date of any agreed variation to the Contract or where the Contract is financed by a loan, from the date that confirmation of approval of the loan is received by The Company, or if appropriate from the grant on consent of the planning authority, whichever is the later.
- b. If the work is not substantially completed within the estimated delivery period calculated in accordance with these conditions The Purchaser may serve written notice on the Company to complete the work within 6 weeks of service of that notice. If the work is not substantially completed within this extended period of 6 weeks The Purchaser may cancel the uncompleted work covered by this Contract without penalty to himself by service of written notice to that effect on The Company. The Purchaser shall then remain liable for payment of the value of that part of the work completed by the date of expiry of this notice.
- c. Notwithstanding these conditions The Company shall not be liable for any delay in completion of the work which arises from causes beyond The Company's reasonable control.

4 ACCESS

The Purchaser will afford access to The Company forthwith upon request for the purpose of carrying out survey measurements, installing the products or remedying any defect under the terms of the guarantee, delay in affording access may lead to additional charges for the Purchaser's account.

5 SURVEY

The sole purpose of inspection by The Company's surveyor is to ascertain the feasibility of the proposed installation and to check the dimensions. The surveyor does not undertake a general survey of the premises. His inspection will be confined to those areas directly affected by the proposed installation and The Company will not be responsible for drawing attention to or remedying any defect that may exist in the premises before the date of installation or for any damage arising from a defect. The Company reserves the right to modify the work or design contained in the Order Form if The Company's surveyor deems necessary. The Surveyor's report shall be deemed adverse if it states that by reason of matters relating to the structure or design or precise dimensions or the requirements of the planning authority or Building Control Department the Works detailed in the Order Form cannot be satisfactorily carried out at all or without additional work or without additional cost or without using materials not currently in use by The Company. The Company may give a revised quotation. If the Purchaser declines the revised quotation The Company may elect to cancel in accordance with these terms.

6 RESPONSIBILITIES

- a. Under no circumstances will The Company be liable to replace, repair or redecorate any internal decorative finishes including ceramic tiles, wallpaper or other special finishes immediately surrounding the products installed. The Company will however make good any damage caused to plaster, rendering, shingle-dashing, brickwork and floor-boarding surrounding the products installed. However The Company will not be liable for failing to match existing rendering, shingle-dashing or brickwork. The Company does not undertake to remove intact existing glass frames. All materials removed during the course of the work will be cleared from the site unless express instructions are given to the contrary and once removed, materials are irretrievable. If according to the Order Form The Company are not to undertake the base work or all the building work the following two sub-clauses shall apply.
- b. If the purchaser selects to provide the base work it is the Purchaser's responsibility to arrange for the completion of all base work necessary to accept the conservatory so that the base work (a) is accurate according to the dimensions shown on the plan supplied by The Company; (b) complies with all Building Regulations; (c) is structurally sound; (d) is completed so as to enable The Company to install by the end of the estimated delivery period.
- c. In addition, the Purchaser must engage his own building contractor and accept full responsibility for all work carried out by that contractor. The Company's representatives are not authorised to recommend building contractors and The Company will not take responsibility for the work of the Purchaser's builder. The Company does not guarantee any of the Purchaser builder's work and the Customer will need to sign a disclaimer to the Company.
- d. All forms of wiring i.e; telephone, satellite and alarm systems etc. is the customers responsibility to arrange that the relevant wiring is moved. If The Company's installation team are required to re-site any wiring we take no responsibility for damage caused.

7 RISK

All goods delivered to the customer whether fixed or unfixed shall be at the sole risk of the customer and in the event of the goods or any part thereof being lost, damaged, destroyed or stolen, however occurring before payment for them has been made to The Company, the customer shall nonetheless pay to The Company the full value of any such good and the full value of any of the work damaged, destroyed or lost together with any additional costs incurred by the Company in replacing any such goods and in reinstating or restoring any such work provided, however, that the customer shall not be responsible for any damage or loss sustained arising solely from the negligence of the Company, its servants or Agents.

8 PAYMENT

Payment shall be a 20% deposit on placing the order with the 80% balance becoming due on the completion of the installation or the delivery of the goods. The existence of some minor defect with the installation shall not entitle the Purchaser to withhold the balance payment, assuming assurances have been given by the Company that the work will be carried out within a 2-week period. The Purchaser must give the Company access to the property to carry out these works. Payments made using a Corporate Credit or Debit card will incur a surcharge to cover processing fees. This surcharge will be no more than the processing fees charged directly to the Company and will be added to the final invoice total. This fee applies only to payments made with Corporate or Business-issued cards and does not apply to personal cards or bank transfers. By choosing to pay with a Corporate card, the client acknowledges and agrees to this additional charge.

9 GUARANTEE

If the Purchaser pays to The Company the Contract price in full The Company will guarantee to make good any defect in the products manufactured by The Company subject to the following conditions:

- a. the defect is notified in writing to The Company within 14 days of the date on which the defect is discovered or ought reasonably to have been discovered and in any event within 10 years of the date of substantial completion of the installation.
- b. the defect must be due to fault in materials or workmanship and not due to accident, neglect or misuse, or to any part of the installation having been removed, repositioned or tampered with.
- c. The Purchaser must carefully attend to the maintenance requirements set out in the leaflet provided.
- d. Since the presence of condensation is dependant upon the environment within the premises The Company does not guarantee that the installation will reduce, eliminate or be free from condensation and none of the Company's personnel are authorised to give any warranty or assurance to the contrary.
- e. due to the difficult nature of the float process of manufacturing glass, certain faults and colour variations are inherent in the production method. The Company does not guarantee to remedy defects in glass arising from imperfections in the materials outside the quality standards laid down by The Company's suppliers.
- f. Glass breakage which is notified more than seven days after the installation of the product will not be covered under this guarantee. Accidental glass breakage is not covered at any time.
- g. Under this warranty, glass sealed units are covered for five years against condensation inside the cavity.
- h. The Company acknowledges that locks, hinges and electrical items are supplied but not manufactured by it and the guarantee shall extend to these items for the period of five years only, assuming the product has been maintained as per the instructions within the maintenance booklet, which would have been emailed/sent after the installation was completed.
- i. If the design of any product requiring replacement has changed The Company shall have the right to replace the product if that be necessary with a product of the latest design not notwithstanding that it differs in appearance from the original design.
- j. The Purchaser allows The Company reasonable opportunity to inspect and make good defects.
- k. You may transfer this Guarantee to a new owner of the Property but to do so you must write to us yourself asking us to do so within one month of the change of ownership. You must give us the full names of your purchaser and your purchaser must accept and pay an inspection and administration charge of £100 plus vat before we agree to the transfer of the Guarantee.
- l. For supply only orders the guarantee is for one year only.
- m. The ten-year guarantee included in your supply and fit contract price, does not include a twenty-four hour call out service or weekend service, therefore AGS will not be responsible or liable, if the client chooses to use a third party emergency service.

10 COMPLAINTS POLICY & DISPUTE RESOLUTION

The Company's complaints policy is as follows:

- The Company will log all complaints for a minimum of 2 years in the client file.
- The Company will acknowledge the complaint and offer the Purchaser a resolution within 28 days.
- If agreed by the Purchaser, the remedial work will be carried out within 8 weeks from the date of the Purchaser agreeing.
- Try to best settle all complaints amicably with the Purchaser.
- Offer the Purchaser full details of why a complaint will not be upheld, if relevant.
- If the complaint cannot be amicably resolved the following will apply.

If disputes/complaints cannot be resolved between the Company and you, the Company will cooperate with the Ombudsman Services and comply with any decision in relation to the complaint. Ombudsman Services is a non-profit making organization that provides an independent expert dispute resolution service to the industry. In the event that the complaint cannot be resolved between you and the Company under the Company's own complaints policy, either party can contact the Ombudsman Services. The Company will also enter into any other independent resolution services chosen by you.

11 PLANNING AND OTHER NECESSARY CONSENTS

It may be necessary to obtain Planning Permission or Building Regulation Approval or have the Consent of some third party for the erection of the conservatory.

If the Order Form provides for the Company to make the Planning Application the following provisions shall apply:-

- a. The Company shall be entitled to rely on all information provided by the customer and particularly that set out in the Order Form to ascertain whether Planning Permission is necessary or not.
- b. If it is necessary the Company will make the application as agent for the customer.
- c. The Company's obligation shall not extend beyond the making application for Planning Permission and Building Regulation Approval.
- d. It is the Purchaser's responsibility to obtain any necessary consent from a third party.
- e. If the Order Form provides for the Planning Permission to be obtained by someone other than the Company it shall be the Purchaser's responsibility to obtain all necessary Consents and the Purchaser shall notify the Company as soon as practicable if any difficulty is experienced in the application for any necessary consent. In the absence of such notification the Company shall be entitled to assume that all necessary consents have been obtained by the Purchaser before commencement of the works.
- f. If Planning Permission or Building Regulations are required this Contract shall be conditional on the grant of such Permissions. If any Permission is refused this Contract shall be at an end and the deposit returned to the customer, save that where the Order Form provides for the Company to make an Application it shall be entitled to deduct the sum of £500 for the Planning Application and Survey or £245 for Standard Building Regulations or £800 for Building Regulations with S.A.P. energy rating from the deposit. These provisions shall not affect the customer's right to cancel the Contract contained in the next Clause.

12 CANCELLATION

Your Right To Cancel

You have a right to cancel this contract without giving any reason. The cancellation period starts when the Company enters into a contract with you and will end 14 days after you have placed an order for the products.

In order to exercise your right to cancel you must inform us of your decision in writing to the address overleaf or by email to julie@advancedglazingsystems.co.uk.

To meet the cancellation deadline you should let us know that you wish to cancel before the cancellation period has expired.

Waiver of Cancellation Period (for urgent orders or supply only orders)

If you wish for goods to be supplied and installed before the cancellation period expires, please tick the box on the front of the order marked 'Waiver of 14 day cooling off period'.

Effects of Cancellation

If you cancel this contract we will reimburse you all that you have paid us, subject to certain possible deductions set out below. However once we have delivered the goods to you we can start work straight away if you give us your written permission, this will mean you will still have a right to cancel but:

- You will have to pay our labour and material costs for the work we have done up to the point when you informed us of your decision to cancel.
- We will not collect or remove any goods that we have installed, unless we have offered to do so
- You may remove the goods yourself and return them to us at the above address and at your own expense within 14 days of informing us of your decision to cancel unless this was offered by us
- We may reduce any reimbursement to take account of the loss in value of the goods caused by handling by you
- We will make the reimbursement without undue delay, and not later than:
- a. 14 days after the day that we received the goods that we supplied back from you, or
- b. If earlier, 14 days after the day you provide evidence that you have returned the goods, or
- c. If there were no goods supplied or if there were goods and we offered to collect them, 14 days after the day on which we are informed about your decision to cancel this contract.

13 WORK IN PROGRESS

If unforeseen additional work becomes necessary during the work in progress. The Company reserve the right to cease work progress and provide a revised quotation for the additional works.

14 CONSEQUENTIAL LOSS

The Company shall not be liable for losses that were actually unforeseeable to the parties when the contract was formed, for losses not caused by the Company's breach of the contract or for any business losses.