

Terms and conditions of supply of goods and services

These terms and conditions (**Terms**) tell you information about us and the legal terms on which we supply conservatories, windows, doors, other products and all associated parts (**Goods**) and any associated and inclusive delivery and installation services at a property (**Services**) under any order made to us by any means (**Order**).

These Terms will apply to any contract between us for the supply of Goods and Services to you (**Contract**). Please read these Terms carefully and make sure you understand them before placing an Order. Please note that by placing an Order and/or paying a deposit to us you will be agreeing to these Terms.

Please note our salesmen are not authorised to make any promises about the Goods or Services which are not set out in these Terms. You acknowledge that you have not relied on any statement, promise or representation made or given by us or on behalf which is not set out in these Terms or your Order.

1. Information about us and acceptance

- 1.1 We are Crown Conservatories Windows and Doors Ltd, a company registered in England and Wales under company number 07387443. Our main trading address is Unit 2E, Fernfield Industrial Estate, Whaddon Road, Mursley, Buckinghamshire, MK17 0PR.
- 1.2 When you submit an Order to us, this does not mean that we have accepted the Order. Our acceptance of the Order will only take place when we contact you to tell you that we are able to provide you with the relevant Goods and Services, at which point a Contract will come into existence between us.
- 1.3 If we accept your Order prior to undertaking a survey of the property where the Goods are to be installed at (**Property**), our acceptance will be subject to a survey of the Property before we start to manufacture the Goods. If after the survey we find that the Order needs amendment or that extra work is required, we will advise you as soon as possible, and if we can do the work, issue a revised Order for your acceptance. If you do not want us to supply the Goods and Services described in the revised Order you may cancel the Contract and we will promptly refund any deposit you have paid to us.

2. Survey and consents

- 2.1 The purpose of our survey of the Property, if one is undertaken, is to check the accuracy of your Order and feasibility of installing the Goods referenced within it. It is not a general survey of the Property and we are not responsible for putting right any pre-existing defect in the Property in the course of installing the Goods.
- 2.2 It is your responsibility to obtain any necessary consents and/or licences relating to installation of the Goods at the Property.

3. Measurements and variation of your Order

- 3.1 Where you supply us with measurements or a specification (or otherwise agree a specification), we will make the Goods according to any such measurements and specification. Unfortunately we cannot accept liability for Goods resulting from incorrect measurements or an incorrect specification unless they are faulty or not as described.
- 3.2 When you make your Order, following a satisfactory survey of the Property you instruct us to commence manufacturing of the Goods immediately. As all Goods are made-to-measure, unfortunately, because we make the Goods to your specific requirements, you will not be able to cancel or vary an Order once it is made if we have started to manufacture the Goods.

4. The Goods

- 4.1 The demonstration conservatories, windows, doors and other products we use and illustrations in our catalogues and advertisements are for illustrative purposes only and are intended to demonstrate the construction and working of a typical product. The Goods referenced within your Order will be manufactured to the same standard but, under our policy of continuous development, we reserve the right to modify the design and materials of the Goods.

4.2 Unless otherwise set out in the Order, UPVC trims (and not aluminium trims) will be supplied in respect of the Goods.

5. The Services

5.1 We will make every reasonable effort to complete the Services on time. However, the estimated time for delivery and installation is no more than an estimate.

5.2 We will need certain assistance from you that is necessary for us to provide the Services including, for example, your co-operation in all matters relating to the Services; access to the Property as reasonably required by us to provide the Services; and preparation of the Property for the supply of the Services. We will not be liable for any delay or non-performance where you have not provided us with such assistance and we have asked you for it.

5.3 Subject to clause 5.2, if the Services are not completed within the estimated time for delivery and installation, you can require us by notice in writing to complete the working within 6 weeks or whatever longer period would be reasonable in the circumstances. If the work is not completed within this additional period you can cancel the outstanding Services by giving us written notice to that effect, but the time stated in the notice does not run for as long as the delay arises from causes beyond our reasonable control or from causes relating to your breach of your obligations under clause 5.2.

5.4 We shall be entitled to procure performance of our obligations in respect of the Goods and Services by any third party.

5.5 We shall be entitled to provide the Services by delivering and installing the Goods in stages.

6. What the Services do not cover

6.1 We do not undertake the removal of services, fixtures or fittings.

6.2 While every reasonable effort is made to match existing finishes, we do not guarantee to do so.

6.3 Every reasonable effort will be made to minimise any damage during delivery and installation of the Goods to the immediately surrounding plaster, brickwork, floors, rendering, tiles, paint and wallpaper at the Property. Notwithstanding such effort, repair and replacement of these remains your responsibility.

6.4 If we are installing the Goods at the Property, we will not be responsible for the cost of repairing any pre-existing faults or damage to the Property that we discover in the course of installation by us.

6.5 Materials removed during the delivery and installation of the Goods will be taken away by us for disposal and it will not be possible to retrieve them. Although we cannot undertake to remove any existing fixture or fitting without damaging it, if you want any item retained, this must be stated in your Order.

7. Payment

7.1 The price of the Goods and associated Services will be set out in the Order or as otherwise notified to you by us (**Price**). Value added tax (**VAT**) is payable on top of the Price. If the rate of VAT changes between the date of the Order and the date of completion of the Order, we will adjust the rate of VAT that you pay accordingly unless you have already paid in full before the change in the rate of VAT takes effect.

7.2 If payment of the Price is not paid in full at the time of the Order, payment of the balance of the Price after payment of a deposit will be due either as stipulated within the Order or, if no payment schedule is stipulated within the Order, at our request on delivery of the Goods or, where the Goods are to be installed, when the installation is substantially completed. Installation shall be substantially completed prior to any adjustments required post-installation being completed and you accept that some adjustments being required post-installation is normal, is to be expected and it is not a reason to withhold any payment due to us.

7.3 Payment must be made to our deliverers or installers, as the case may be, who are authorised to collect the payment (or the finance documents).

7.4 Failure to pay the balance as provided in clause 7.2 will amount to a breach of the Contract. We will promptly attend to any minor defect or outstanding work, but the fact that such work is outstanding will not entitle you to withhold payment of the balance. You shall pay all amounts

- due to us under the Contract in full without any set-off, counterclaim, deduction or withholding (whatever the reason for the withholding), except as required by law.
- 7.5 Interest at the annual rate of 5% above National Westminster Bank plc's base rate for the time being is payable on any overdue amount from the due date until payment and accruing on a daily basis.
 - 7.6 We shall be entitled to recover on an indemnity basis all costs and expenses incurred in obtaining (or attempting to obtain) payment from you if any payment due to us from you is late, including legal costs.
 - 7.7 Equitable and beneficial ownership of, and title to, the Goods shall not pass to you until we received payment in full (in cleared funds) for those Goods. Until such payment is received, we reserve the right to enter the Property in order to recover them if you do not deliver the Goods up to us at our request.
 - 7.8 Without limiting our other rights or remedies, we may suspend further deliveries of Goods and the supply of Services under the Contract and any other contract between us if you fail to pay any amount due under the Contract on the due date for payment.

8. Guarantee

- 8.1 If you are a consumer, as soon as we receive payment of the Price in full we will issue our guarantee. Under our guarantee, we warrant that for a period of 10 years from delivery of the Goods or, where the Goods are to be installed, from substantial completion of the installation that the Goods will be free from material defects in design, material and workmanship. Pursuant to our guarantee, we will rectify, free of charge, any material fault in the frames or sealed glass units concerning the Goods, or installation, due to defective materials or workmanship. However, this guarantee does not apply to any defect in the Goods or Services arising from any of the circumstances described in clauses 9 or 11.
- 8.2 This guarantee is in addition to, and does not affect, your statutory rights in respect of the Goods if they are faulty or not as described or in respect of the Services if they are not carried out with reasonable care and skill.
- 8.3 We are entitled, at our option, to repair any defective Goods, replace any defective Goods with a product manufactured to our design and specification current at the time of replacement, or refund the price of the defective Goods in full. Our guarantee is limited to defective Goods only and not any Goods under your Order which are not defective.
- 8.4 Under no circumstances will we be liable to you for any claim concerning loss of enjoyment or stress in the event of the Goods failing to comply with the warranty in clause 8.1.
- 8.5 Our guarantee is not transferable without our prior written consent.

9. Limitations to our guarantee

- 9.1 Fair wear and tear.
- 9.2 If you fail to use the Goods in accordance with our oral or written instructions. You are hereby instructed to suitably ventilate the Property during and subsequent to the Goods being delivered and installed to reduce condensation levels.
- 9.3 Any alteration of the Goods or repair to the Goods by you or a third party who is not authorised by us.
- 9.4 Dust caused by installing the Goods.
- 9.5 Minor imperfections in the manufacture of the glass concerning the Goods.
- 9.6 Tarnishing of non-ferrous metal parts of fitments concerning the Goods.
- 9.7 Accidental damage to the Goods or damage arising from misuse or neglect of the Goods by you.
- 9.8 Damage resulting from settlement of the Property or the base unless constructed by us.
- 9.9 A grey film or haze where the Goods include "K Glass". If you order K Glass, you accept that a film or haze from this type of glass is normal and to be expected.

10. Limitation of our liability to business customers

If you are a business customer, to the maximum extent permitted by law, our liability to you in respect of all losses howsoever arising under or in connection with the Contract shall in no circumstances exceed the amount of the Price paid to us.

11. Condensation

The better installation qualities of modern double glazing may affect the level of condensation in the Property after the Goods are installed. We can give no guarantee of freedom of condensation. Information on condensation standards and ways of reducing it are available from us on request.

12. No consumer cancellation

If you are a consumer, notwithstanding if the Contract is made by telephone, by e-mail, in your home or away from our premises, following a satisfactory survey of the Property you do not have the legal right to cancel the Contract within 14 days of your Order as provided for under the Consumer Contract (Information, Cancellation and Additional Charges) Regulations 2013 where we have started to manufacture the Goods because it is a contract for the supply of goods that are made to your specifications as a result of the Goods being made-to-measure. Unfortunately, as the Goods are made-to-measure to your requirements, subject to clause 1.3 you will not be able to cancel the Order once made where we have started to manufacture the Goods. This will not affect your legal rights as a consumer in relation to Goods that are faulty or not as described.

13. Claims under our guarantee

In the event that there is any defect with the Goods and/or Services:

- 13.1 you should contact us and tell us as soon as reasonably practicable (and in any event within 30 days of discovering the defect or when the defect should have reasonably been discovered);
- 13.2 you should give us a reasonable opportunity to repair or replace the Goods at our cost; and
- 13.3 we will seek to repair or replace the Goods as soon as reasonably practicable or refund the price of the Goods in full.

14. Service charge

We reserve the right to charge a calling out fee of £30.00 per service call where we are not at fault.

15. Other important terms

- 15.1 Each of the terms in these Terms operates separately. If any court or relevant authority decides that any of the terms in these Terms is unlawful, the remaining terms will remain in full force and effect.
- 15.2 If any unlawful term of these Terms would be lawful if some part of it were deleted or amended, the term shall apply with whatever modification is necessary to make it lawful and to give effect to the commercial intention of the parties.
- 15.3 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.
- 15.4 These Terms are governed by English law. We both agree to submit to the exclusive jurisdiction of the English courts.