

In the interest of certainty and clarity the following should be explained:-

- 1) Payment must be made in cash or a cheque in favour of the company or by credit account documents.
- 2) The delivery period (if shown on the face of this agreement) will run from the date of the receipt of a deposit or from confirmation of availability of any loan being used to fund this purchase. The estimated installation period shown, during which we expect to carry out the installation.

**Contract Terms and Conditions of Sale to the Public
for Home Improvement Installations (including Conservatories)**

1. **Consumer Code of Good Practice and Complaints** You agree to notify us and to give reasonable opportunity to remedy any complaint you may have. We will give you details of our complaints procedure. We are not members but support the GGF Consumer Code of Good Practice as promoted by the Glass and Glazing Federation (GGF) and undertake to work within the guidelines of this and any other GGF Code of Practice.

2. **Deposits** Deposits are to be paid upon demand in full as per the agreed payment schedule. The headings of the schedule do not assume that the cost attributed to this stage are the cost of this phase merely as a trigger mechanism for payment.

3. **Notice of the Right to Cancel**

You have the right to cancel this contract if you want to;

- Products such as windows which are made to measure and made to your specific requirements are exempt from the right to cancel under the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013. However we provide you with a right to cancel without charge up to 7 calendar days after the date of the contract.
 - Products which are not made to measure – in addition to the right to cancel without charge up to 7 calendar days from the date of contract, you have a right to cancel the contract up to 14 calendar days after the date of delivery. However, you agree that the survey, erection of any necessary access equipment and installation work for such products may start before the end of this 14 days cancellation period. If you cancel we will collect the products delivered but not installed and we will charge you our reasonable costs of collection. We will also charge you our reasonable costs for the survey, access equipment and installed products provided up to the point of cancellation.
 - Your right(s) of cancellation referred to above can be exercised by delivering or sending a cancellation notice to the company mentioned in the next paragraph within the time periods indicated.
 - The cancellation notice may be given to "J9085A Ltd to Masterfitter Windows " [The Company] of Bugeifod Beulah SA38 9QB email: conciliation@masterfitter.org
 - The notice of cancellation is deemed to be served as soon as it is posted or sent to (The Company) or in the case of an e-mail from the day it is sent to (The Company).
 - Any related credit agreement will be automatically cancelled if the contract for goods or services is cancelled.
4. Following any survey which reveals significant unforeseen additional work being required at an extra cost to you or your property being unsafe or unsuitable for the work to be carried out, both you and we have the right to cancel the contract. The Survey would take place at a time agreed by you and me, but no later than 14 days after the signing of the contract. In event of no agreement being achieved refer to clause 1.
In the above event you will be provided with full details of the survey findings and any deposit will be returned to you.

The contract will clearly state the depth of which footings will be prepared and any associated drainage / building work quoted as part of this contract, if building control insist on additional works due to ground conditions, drainage layout and drainage ownership then additional costs will be incurred.

If upon any such findings you decide not to proceed a calculation will be made by the company of cost of works [including loss of profit for non-completion] and final invoices produced.

- 5.
- a) You will allow installation to commence within the estimated installation period. If within 6 weeks of the end of the estimated installation period, you are unable to accept an appointment for installation, 80% of the purchase price is then payable (unless you cancel products not made-to-measure) and installation or delivery will follow as soon as is reasonably practicable by agreement between us. You agree to make the necessary arrangements and adjustments where required for access of the companies installers, plant tools and machinery. If you have not contracted to have a portable WC you agree that the company's personnel can have access to a WC and wash hand basin throughout the works.
 - b) If the work is not commenced within the estimated installation period stated in the contract, you may write to us, requiring the work to be completed within six weeks or some other period agreed (preferably in writing) between you and us. If the work is not completed within this extended period, you may cancel the outstanding work covered by the contract without penalty to yourself by sending us a letter advising us of your wishes. We recommend that you send this letter by recorded delivery. In addition, you will be entitled to a refund of any monies which represent a payment for the installation of materials by us in excess of any work actually carried out by ourselves. However, if we carried out any work to a value which exceeds any payment made by you we will be entitled to the payment of the difference. In the event of cancellation, you are entitled to deduct any additional amount which can be shown if you have to pay more than the purchase price to others to complete the installation. In any of the above cases the value of the work will be agreed by you and us. In the event of no agreement being achieved refer to clause 1.
 - c) We shall not be liable for any delay in the completion of the work which arises from causes beyond our control. (for example fire, flooding, civil disturbances, strike action, delays in supply chain, building control / planning / conservation intervention, availability of specialist resource, criminal damage and acts of war)
 - d) You or we are entitled to cancel this contract in the event of any serious breach of contract by you or us, (for example as in 5b above, refusal to comply with the Building Regulations or refusal by us to carry out a reasonably required correction of defects).
 - e) We will use an Order Variation form for changes to contract requested by the customer; the companies original T's & C's will remain in force
 - f) The company reserve the right to put on hold the contract at any stage if sufficient evidence of changes of design, specification, installation date or anything else that forms additional work to contract whilst a resolution is found.

6. You will pay us the balance of the purchase price when you are reasonably satisfied that the products have been properly installed in accordance with the terms of this contract.

7. We shall retain ownership of any goods until the purchase price has been paid.

- 8.
- a) We will remove and dispose of all replaced existing doors, windows and/or frames unless you ask us to leave them on your premises.
 - b) We will dispose any spoil from conservatory footings but will not dispose of turf, decorative loose paving such as paving flags or garden furniture / fencing. If you live in an area that require a permit for locating skips near your property it is your responsibility to obtain and pay for them.
 - c) We will be liable for any damage caused to your property which was not necessary for the completion of the contract and such damage was caused by us not exercising reasonable care and skill.

9. a) Regarding the quality and description of the goods and/or services:

We guarantee to repair where we deem it to be practicable and appropriate, and if not, to replace, free of all charges for labour and materials, any product including any insulating glass unit which develops a fault, (including condensation between the glasses of the units) and the construction of the base of a conservatory if included in the installation, due to defective materials or workmanship within 1 year of the date of installation [This date is start of works date]. You must notify us of any claim under the terms of this guarantee within 28 days of discovery of the fault, preferably by sending us a recorded delivery letter.

b) Despite the fact that your statutory rights remain unaffected, this guarantee does not extend to:-

- * Minor imperfections within the glass and outside the scope of the visual quality standards of the Glass and Glazing Federation;
 - * Damage due to misuse, neglect or lack of maintenance by you, or from causes beyond our control, (for example fire, flooding, civil disturbance, criminal damage or acts of war).
 - * Specialist items installed, for example electrical ventilators, batteries etc., where the manufacturer's normal guarantee will apply.
 - * Any work(s) carried out by others associated with this installation or to those parts of this installation affected by work(s) by others, other than work(s) carried out by this company or its employees and sub-contractors.
 - * Internal condensation caused by excess moisture in the domestic environment, nor external condensation which can occur in certain climatic conditions in spring or autumn
10. Nothing in these conditions will reduce your statutory rights relating to faulty or misdescribed goods and services. For further information about your statutory rights contact your Local Authority Trading Standards Service or Citizens Advice consumer service.