

RIGHT TO CANCEL

You have the right to cancel this contract within 14 days without giving any reason. The cancellation period will expire 14 days from the day the contract is signed.

To exercise the right to cancel, you must inform us:-

Bebington Glazing (NW) LTD

78a Bebington Road, New Ferry, Wirral. CH62 5AE

Tel: 0151 645 3830 Fax: 0151 643 1125

Email: admin@bebingtonglazing.co.uk

You may use the attached form but it is not obligatory. 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.

EFFECTS OF CANCELLATION

If you cancel this contract, we will reimburse all payments received from you, including the cost of delivery. We may take a deduction in the reimbursement for loss in value of any goods supplied, if the loss is a result of unnecessary handling by you. 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
- 14 days after the day you provide evidence that you have returned the goods
- If there are no goods supplied, 14 days after the day on which we informed you about your decision to cancel the contract

We will make the reimbursement using the same means as payment you used for the initial transaction.

If the customer has received goods in connection with the contract:

- The company will collect the goods
- You will have to bear the direct cost of returning the goods
- If, in an off premises contract the goods, by their nature cannot normally be returned by post and have been delivered to the customer's home we will collect the goods at our own expense
- You are only liable for any diminished value of the good resulting from the handling other than what is necessary to establish the nature, characteristics and functioning of the goods

CANCELLATION FORM

To: **Bebington Glazing (NW) LTD**
78a Bebington Road,
New Ferry,
Wirral. CH62 5AE
Tel: 0151 645 3830 Fax: 0151 643 1125
Email: admin@bebingtonglazing.co.uk

I/We give notice that I/we cancel my/our contract of sale contract of sale for the following goods/services (delete as appropriate)

Ordered on:

Name of Customer:

Address of Customer:

.....

Signature of Customer:

Date:

BEBINGTON GLAZING LIMITED TERMS AND CONDITIONS

7.4 The Company is not expert in structural surveying. The Works set out and the contract price are agreed on the basis of the Company not encountering any structural difficulties during the course of the work. 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. The Company reserves the right to vary the Contract Price in the event that structural difficulties are encountered in the course of the work. The Company 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.

7.5 If unforeseen structural difficulties or defects in the Premises come to light during the work and they are such that they would, in the opinion of the Company, prevent completion of the Works then the Company shall be entitled not to undertake any further work other than to secure the premises against entry and restore them to a weathertight condition. Further, in addition to any other rights, the Company shall be entitled to the following:-

(i) payment of the price of all parts and materials ordered or acquired by the customer which have been manufactured by the Company or its Suppliers; and
(ii) a fair price for all work undertaken pursuant to the Contract.

7.6 All alterations or variations to the contract must be confirmed in writing by you and are accepted by the Company only subject to these terms and conditions and, where applicable, to your accepting that any such variations or alterations so accepted may result in extra charges being made to the customer. In the event that alterations or variations cannot be agreed either party shall be entitled to bring this agreement to an end without any further liability to each other save that the customer must pay any outstanding sums due to the Company at the time the contract is brought to any end howsoever caused.

7.7 All materials and products supplied under this contract are purpose made for the customer's particular requirements and the customer must acknowledge that such materials and products cannot be readily re-sold by the Company to anyone else.

7.8 It is the customer's responsibility to make sure that any conservatory installed is adequately ventilated at all times in accordance with the Building Regulations and/or any other statutory requirement(s) current at the date and during the currency of this contract. It is important that the customer heats the conservatory like any other room in the house.

7.9 The Company 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 the customer's house. However, in the event that the Company cannot obtain the precise materials requested by the customer, the Company reserves the right to offer to the customer alternative materials under this contract without variation to price and the customer shall not unreasonably refuse to accept these alternative materials. The Company will not be held liable in the event that materials supplied by the Company fail exactly to match the customer's existing brickwork, stonework or other materials where the failure is due only to minor alterations in size, colour, shape, texture or quality.

8. Completion of the Works

The Company shall be entitled to issue an invoice to the customer in respect of all sums outstanding to the Company at any time after the completion of the main conservatory structure (not including internal finishings), or windows/doors which invoice shall become due and payable in full immediately upon completion of the Works, not withstanding that items of a minor or trivial nature may require attention, that window/door furniture may remain to be delivered or fixed or that other items such as replacement fascia and soffit boards, guttering and downspouts may remain to be completed. The Company shall provide the customer and the customer may provide the Company with a list of any items to be completed and the Company shall use its best endeavours to complete the items on the list within 28 days of handing the list to the customer or vice versa. In the case of items not manufactured by the Company, the Company shall use reasonable endeavours to obtain these items as soon as possible but cannot guarantee that they will be supplied within 28 days of completion of the Works.

9. Minimum Guarantee

Once all sums due and owing to the Company have been paid by the customer, the customer shall take the benefit of the following minimum guarantee:-

9.1 The Company shall, free of charge, either repair and/or at its option replace any defective profile, polycarbonate, glass, hinges, handles, locks or doors where defects have appeared and are not the result of misuse-use or damage caused by the customer or normal wear and tear for periods as follows:

Hardwood and uPVC extrusions and vacuum formed panels are guaranteed not to discolour or degenerate for a period of 10 years after installation.

Sealed Double Glazed units are guaranteed not to form condensation within the cavity for a period of 5 years after installation.

All mechanical parts such as locks, hinges, handles, etc., are guaranteed not to malfunction during normal use for a period of two years after installation.

In addition in the case of profile, polycarbonate, doors and glass the customer will receive the benefit of any additional guarantee granted by the original Supplier provided that notice is given in accordance with this guarantee.

This guarantee is given provided that:

(i) notice in writing of the defects complained of is given to the Company immediately upon their appearance; and

(ii) such defects have arisen solely as a result of faulty design, workmanship or materials; and
(iii) any defective fixtures, fittings, components or materials replaced by the Company may be taken away and retained by the Company at its discretion.

9.2 Alternatively, and where it is more reasonable to do so, the Company shall be entitled to refund the price of the defective materials.

9.3 The remedies contained in this guarantee are in addition to any warranties, indemnities, remedies or other rights provided by law and/or statute, for the benefit of the customer.

9.4 A charge may be made for all additional work not covered by the above guarantee or not resulting from a fault of the Company for example and not limited to work relating to locks damaged by misuse, the unblocking of gutters and downspouts and the replacement of lost or broken keys.

9.5 This guarantee is conditional on the Works being adequately and properly maintained and does not cover any physical damage caused by misuse, impact, abrasion, or cleaning with an unsuitable or non-proprietary chemical.

Please refer to the Company's own separate guarantee for any additional benefits.

10. To Be Noted

10.1 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 and the Company cannot therefore warrant that double-glazed units will definitely reduce condensation. Non-conservatory windows shall be white as standard, unless otherwise agreed in writing.

10.2 All glass supplied by the Company to the customer will of course be of satisfactory quality but due to the nature of the manufacturing process, the Company cannot accept any liability for minor blemishes and imperfections which are inherent in the manufacturing process. The Company draws to the customer's attention the fact that the glass used has a soft surface and reasonable care should therefore be taken when cleaning it so as to avoid damaging it.

10.3 Whilst the Company has taken all reasonable steps to ensure that any lead products supplied under the contract are in satisfactory condition, the Company cannot warrant that lead products will not tarnish as lead will, by its nature, tarnish when exposed to the atmosphere.

10.4 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 Company shall deem suitable. Whilst the Company will take all reasonable steps to ensure that the appearance of any brassware supplied by the Company is satisfactory, the Company cannot warrant such brassware against tarnishing as brassware by its nature will tarnish when exposed to the atmosphere.

10.5 The customer should be aware that minor settlement of the conservatory or the area surrounding it may take place and is normal. The Company cannot be responsible for any subsidence unconnected with any fault on its part.

10.6 Please make sure that any guttering installed under this contract is regularly cleaned and kept free of leaves and debris. The Company cannot be responsible for blocked guttering (save where blockages result from a fault of the Company).

11. Damages

If the customer rescinds or terminates the contract where they are not legally entitled to do so or where the Company becomes entitled to terminate the Contract because of default on the part of the customer then, in addition to any other rights which the Company may have, the following shall be due to the Company as damages :-

11.1 The price of all parts ordered by the customer which have been manufactured by the Company and which are unique to this contract; and

11.2 The price of all parts and materials ordered by the customer which are unique to this contract and which have already been acquired by the Company from third parties; and

11.3 A fair price for any work undertaken pursuant to the contract; and

11.4 A sum equal to the loss of profit on the contract.

12. Complaints Handling Procedure

To the extent to which details of the Company's complaints handling procedure have not already been provided to the customer prior to or at the time of the contract, the Company will provide the same in writing as soon as is reasonably practicable upon request from the customer from time to time.

12.1 In the event of any dispute arising during the course of or subsequent to completion of the contract the customer will not be entitled to withhold payment in excess of an amount representing the reasonable cost of the work required to rectify or replace any allegedly defective Works which are the subject of the dispute.

13. Rights of Cancellation by the Company and Customer

13.1 The Company may cancel the contract in the circumstances set out in 7.1 above.

13.2 If this contract is made at a location which is not the usual place of business of the Company, you may have rights to cancel the same under the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013. Provided you have been supplied with the prescribed notice, such right to cancel will expire 14 days after receipt of the said notice. Please note circumstances which exclude cancellation are the supply of goods that are made to the customer's specification or are clearly personalised.

14. Miscellaneous

14.1 Each of these terms and conditions is separate and distinct from the others and if any of them is held by competent authority to be invalid or unenforceable in whole or in part the validity of the other provisions of these terms and conditions and the remainder of the provision in question shall not be affected.

14.2 The Company's employees or agents are not authorised to make any representation or give advice concerning the goods and/or services to be supplied under this contract unless such representation and/or advice is confirmed by the Company in writing. In entering into the contract you acknowledge that you do not rely on, and waive any claim for breach of any such representations or for the accuracy of any such advice which have not been so confirmed. Such waiver does not extend to (and nothing in these terms and conditions seeks to limit the liability of the Company for) fraudulent misrepresentation.

14.3 Any typographical clerical or other error or admission in any sales literature, quotation, price-list, acceptance of offer, invoice or other document or information issued or provided by the Company shall be subject to correction without any liability on its part.

14.4 The Company shall not be liable for any delay or failure to provide the service as a result of any act or circumstance beyond their reasonable control, including but not limited to Act of God, power failure, fire, legislation, lockout, strike, or war.

14.5 The Company shall be entitled to assign its rights under these terms and conditions in whole or in part at any time

14.6 For the avoidance of doubt the parties do not intend any provision of these terms and conditions to be enforceable by a third party pursuant to the Contracts (Rights for Third Parties) Act 1999 or analogous legislation.