



## Terms & Conditions for the Supply of Goods and Services

### Residential Customers Only

Your attention is particularly drawn to the provisions of clause 15 (Limitation of Liability)

#### 1. THESE TERMS

1.1 What these terms cover. These are the terms and conditions on which we supply products to you, whether these are goods or services.

1.2 Why you should read them. Please read these terms carefully before you submit your Order to us. These terms and conditions tell you who we are, how we will provide the Goods and Services to you, how you and we may change or end the Contract, what to do if there is a problem and other important information. If you think that there is a mistake in these terms and conditions, please contact us to discuss.

1.3 In these terms and conditions the following words will have the following meanings:

**Business Day:** a day other than a Saturday, Sunday or public holiday in England, when banks in London are open for business.

**Contract:** the contract between you and us for the supply of Goods and/or Services in accordance with these terms and conditions.

**Deposit:** the deposit payable by you for the purchase of Goods and/or Services as set out in the Order.

**Goods:** the goods (or any part of them) set out in the Order.

**Order:** your order for the supply of Goods and/or Services, as set out in the Company's order form.

**Premises:** the premises where the Goods are to be delivered and the Services to be supplied, as set out in the Order.

**Schedule of Works:** the written schedule of works document, attached to the Order, setting out the description or specification of the Services to be provided by the Company.

**Services:** the Services comprising of the installation of the Goods at the Premises, by us, as set out in the Order and/or Schedule of Works.

**Substantial Completion:** the point in time when all frames have been fixed into the appropriate apertures and glazed with glass or panels, thus making the openings watertight. For the avoidance of doubt, cosmetic defects such as sealed unit imperfections, profile scratches, incomplete trimming or other 'snagging items' such as operational adjustments or replacement of hardware do not impact the status of substantial completion.

**us, we, our:** means Hadleigh Glass Limited a company registered in England and Wales with company number 03945118 and whose registered office and trading address is located at 1 Seager Court, Crockett Road, Hadleigh, Ipswich, Suffolk, IP7 6RL.

**you:** means the person who purchases Goods and Services from us and whose name(s) is set out in the Order.

## **2. INFORMATION ABOUT US AND HOW TO CONTACT US**

**2.1 Who we are.** We are Hadleigh Glass Limited, a company registered in England and Wales. Our company registration number is 03945118 and our registered office and trading address is 1 Seager Court, Crockett Road, Hadleigh, Ipswich, Suffolk, IP7 6RL. Our registered VAT number is 676 985066.

**2.2 How to contact us.** You can contact us by telephoning our customer service team on 01473 822415 or by writing to us at [info@hadleighglass.co.uk](mailto:info@hadleighglass.co.uk) or 1 Seager Court, Crockett Road, Hadleigh, Ipswich, Suffolk, IP7 6RL.

**2.3 How we may contact you.** If we have to contact you we will do so by telephone or by writing to you at the email address or postal address you provided to us in your Order.

**2.4 "Writing" includes emails.** When we use the words "writing" or "written" in these terms and conditions, this includes emails.

## **3. OUR CONTRACT WITH YOU**

**3.1 How we will accept your Order.** Our acceptance of your Order will take place when we tell you that we are able to provide you with the Goods and Services, which we will also confirm in writing to you, at which point the Contract will come into existence between you and us.

**3.2** Please note that all Contracts are subject to survey which will be carried out by our surveyor. If our surveyors' approval of your project is not given for whatever reason, any Deposit already paid by you will be refunded in full, without interest, and the Contract will be at an end.

**3.3** A confirmation of survey will be issued to you following any survey being completed.

**3.4** The sole purpose of our surveyors' inspection is to ascertain the feasibility of the installation of the Goods shown in the Order and the Schedule of Work attached to your Order. The surveyor will not undertake a general survey of the Premises. His inspection will be confined to those areas of the Premises which directly relate to the proposed installation. We will not be responsible for remedying hidden structural complications which become evident at installation.

**3.5 If we cannot accept your Order.** If we are unable to accept your Order, we will inform you of this and will not charge you for the Goods and Services. This might be because the Goods are out of stock, because the survey our surveyor has carried out comes back unsatisfactory, because of unexpected limits on our resources which we could not reasonably plan for, because a credit reference we have obtained for you does not meet our minimum requirements, because we have identified an error in the price or description of the Goods or Services or because we are unable to meet a delivery deadline you have specified.

**3.6 Your Order number.** We will assign an Order number to your Order and tell you what it is when we accept your Order. It will help us if you can tell us the Order number whenever you contact us about your Order.

**3.7 We only sell to the UK.** Our brochure and website are solely for the promotion of our Goods and Services in the UK. Unfortunately, we do not accept Orders from or deliver to addresses outside the UK.

**3.8** By entering into this Contract you have consented to its personal data being shared with third parties for the purposes of fulfilling the requirements of the Competent Person Scheme for self-certification under the Building Regulations. Where you have not done so then this Contract will automatically terminate. Personal data includes title, name, address, phone and email numbers. This data will be used to provide essential

documentation and will be retained on files for the lifetime of the guarantees which does not exceed 10 years.

#### **4. OUR GOODS**

4.1 Any showroom samples, photographs, drawings, descriptive matter or advertising provided by the Company and any descriptions of the Goods or illustrations or descriptions of the Services contained in any catalogues or brochures are issued or published for the sole purpose of giving an approximate idea of the Goods and/or Services described in them. They are a general guide only to the functioning of a typical unit and the materials used. They shall not form part of the Contract or have any contractual force.

4.2 The Goods are described in the Order, as amended in the Schedule of Works.

#### **5. YOUR RIGHTS TO MAKE CHANGES**

5.1 If you wish to make a change to the Goods and Services you have ordered please contact us. We will let you know if the change is possible. If it is possible we will let you know about any changes to the price of the Goods and/or Services, the timing of supply or anything else which would be necessary as a result of your requested change and ask you to confirm whether you wish to go ahead with the change.

#### **6. OUR RIGHTS TO MAKE CHANGES**

6.1 **Minor changes to the Goods and Services.** We may change the Goods and Services:

6.1.1 to reflect changes in relevant laws and regulatory requirements; and

6.1.2 to implement minor technical adjustments and improvements. These changes will not affect your use of the Goods.

6.2 We reserve the right to make such modifications to the Schedule of Work, as our surveyor deems necessary. Where we do so we will notify you of these changes to confirm that you are happy with the revised Schedule of Work.

6.3 **More significant changes to the Goods and Services and these terms and conditions.** Any variation to the Contract not covered by clauses 6.1 or 6.2 must be made and signed by you and us in writing.

#### **7. PROVIDING THE GOODS AND SERVICES**

7.1 **Delivery costs.** The costs of delivery will be as told to you during the ordering process.

7.2 **When we will provide the Goods and Services.** During the order process we will let you know when we will provide the Goods and Services to you.

7.3 The anticipated delivery date and associated lead times will run from **the later of** "Completed Survey Date" or "Deposit Payment Date".

7.4 If the Services are not substantially completed within our estimated delivery period you may serve written notice on us requiring us to complete the work within such reasonable period as you may specify (in general we would consider six weeks as being reasonable).

7.5 **We are not responsible for delays outside our control.** If our supply of the Goods or Services is delayed by an event outside our control then we will contact you as soon as possible to let you know and we will take steps to minimise the effect of the delay. Provided we do this we will not be liable for delays caused by the event, but if there is a risk of substantial delay you may contact us to end the Contract and receive a refund for any Goods or Services you have paid for but not received.

7.6 Upon receipt of notice that your Goods are ready for installation, you shall afford us access to the Premises on the agreed dates. Non-acceptance of installation as agreed will render you liable for further charges, including, without limitation, storage costs and delivery costs.

**7.7 If you do not allow us access to provide the Services.** If you do not allow us access to the Premises to perform the Services as arranged (and you do not have a good reason for this) we may charge you additional costs incurred by us as a result including, without limitation storage and redelivery charges. If, despite our reasonable efforts, we are unable to contact you or re-arrange access to the Premises we may end the Contract and clause 11.2 will apply.

**7.8 Your legal rights if we deliver late.** Subject to the other terms set out in this Contract, you have legal rights if we deliver any Goods or Services late subject to clause 7.4. If we miss the delivery deadline for any Goods or Services then you may treat the Contract as at an end straight away if any of the following apply:

7.8.1 We have refused to deliver either the Goods or the Services;

7.8.2 Delivery within the delivery deadline was essential (taking into account all the relevant circumstances);  
or

7.8.3 You told us before we accepted your Order that delivery within the delivery deadline was essential.

**7.9 Setting a new deadline for delivery.** If you do not wish to treat the Contract as at an end straight away, or do not have the right to do so under clause 7.8, you can give us a new deadline for delivery, which must be reasonable, and you can treat the Contract as at an end if we do not meet the new deadline.

**7.10 When you become responsible for the Goods.** The Goods will be your responsibility from delivery.

**7.11 When you own Goods.** You own the Goods once we have received payment in full.

**7.12 What will happen if you do not give required information to us.** We may need certain information from you so that we can supply the Goods and Services to you. If so, this will have been stated in the description of the Goods and Services in the Goods brochure or on our website. We will contact you to ask for this information. If you do not give us this information within a reasonable time of us asking for it, or if you give us incomplete or incorrect information, we may either end the Contract (see clause 11.1) or make an additional charge of a reasonable sum to compensate us for any extra work that is required as a result. We will not be responsible for supplying the Goods or Services late or not supplying any part of them if this is caused by you not giving us the information we need within a reasonable time of us asking for it.

**7.13 Reasons we may suspend the supply of Goods or Services to you.** We may have to suspend the supply of the Goods or Services to:

7.13.1 Deal with technical problems or make minor technical changes;

7.13.2 Update the Goods or Services to reflect changes in relevant laws and regulatory requirements;

7.13.3 Make changes to the Goods or Services as requested by you or notified by us to you (see clauses 5 and 6); and

7.13.4 The manufacturer is unable to supply the Goods when required for a reason outside of our control.

**7.14 Your rights if we suspend the supply of Goods or Services.** We will contact you in advance to tell you we will be suspending supply of the Goods or Services, unless the problem is urgent or an emergency. If we have to suspend the Goods or Services for longer than 6 weeks in any 3 month period we will adjust the price so that you do not pay for Goods or Services while they are suspended. You may contact us to end the Contract for a Good or Service if we suspend them, or tell you we are going to suspend them, in each case

for a period of more than 6 weeks and we will refund any sums you have paid in advance for the Goods or Services in respect of the period after you end the Contract.

**7.15 We may also suspend supply of the Goods or Services if you do not pay.** If you do not pay us for the Goods or Services when you are supposed to (see clause 13.4) and you still do not make payment within 2 days of us reminding you that payment is due, we may suspend supply of the Goods or Services until you have paid us the outstanding amounts. We will contact you to tell you we are suspending supply of the Goods or Services. We will not suspend the Goods or Services where you dispute the unpaid invoice (see clause 13.5). We will not charge you for the Goods or Services during the period for which they are suspended. As well as suspending the Goods or Services we can also charge you interest on your overdue payments (see clause 13.5).

**7.16** Where being supplied by you, you must ensure that all scaffolding or safe working platforms are in place to allow the installation to take place and you will ensure that there are not obstructing the installation.

## **8. ADDITIONAL WORK: (BUILDING, MECHANICAL, ELECTRICAL)**

**8.1** We do not undertake to move services, fixtures or fittings which are ancillary to the basic structure of the Premises, e.g., pipes, electricity, telephone or television cables.

**8.2** We will endeavour to ensure that the works match existing finishes but will not be liable for non-matching due to weathering of existing materials and cannot guarantee the matching of external specialist finishes such as pebble-dashing, Tyrolean or similar materials. When variations occur in existing plaster lines we cannot guarantee the equal amounts of sub frame will be visible all round.

**8.3** We will make good any damage caused in the course of installation to plaster, floor, rendering, brick work or pointing immediately surrounding any window or door installed but we cannot guarantee to avoid causing superficial damage to surrounding wallpaper and paint work or to avoid damage to ceramic tiles in the same area. The making good of that damage is your responsibility.

**8.4** We cannot undertake to remove intact any glass, frames or secondary double-glazing units or guarantee to remove or replace existing secondary double-glazing units without causing damage.

**8.5** All materials removed during the course of the supply of Services will be cleared from the Premises and cannot be retrieved thereafter. If any materials are required to be retained (but see clause 8.4 above) this must be clearly stated in the Order.

**8.6** We cannot be held responsible for matching existing floor level. All bases will be made to existing damp course level, if not otherwise stated.

**8.7** All bases carried out by you must be constructed to the standards laid down by us and must be to within a tolerance of 10mm, if not the installation can be refused and extra cost may be incurred by you.

**8.8** Inclusive ground/building works quotations allow for a maximum footing width of 450mm by 1 meter deep and best matching standard facing bricks will be surcharged accordingly.

**8.9** Quotations for electrical cabling and copper pipe work allow surface fixing.

**8.10** Any access or lifting equipment required (as a result of our Health and Safety Risk Assessment) to safely carry out remedial or replacement work, will be at your cost.

## **9. YOUR RIGHTS TO END THE CONTRACT**

**9.1 You can always end your Contract with us.** Your rights when you end the Contract will depend on what you have bought, whether there is anything wrong with it, how we are performing and when you decide to end the Contract:

**9.1.1 If what you have bought is faulty or misdescribed you may have a legal right to end the Contract** (or to get the Goods repaired or replaced or a Service re-performed or to get some or all of your money back), see clause 12;

**9.1.2 If you want to end the Contract because of something we have done or have told you we are going to do,** see clause 9.2;

**9.1.3 If you have just changed your mind about the Goods or Services,** see clause 9.3. You may be able to get a refund if you are within the cooling-off period, but this may be subject to deductions and you will have to pay the costs of return of any Goods;

**9.1.4 In all other cases (if we are not at fault and there is no right to change your mind),** see clause 9.5.

**9.2 Ending the Contract because of something we have done or are going to do.** If you are ending a Contract for a reason set out at 9.2.1 to 9.2.5 below the Contract will end immediately and we will refund you in full for any Goods or Services which have not been provided and you may also be entitled to compensation. The reasons are:

**9.2.1** We have told you about an upcoming change to the Goods or Services or these terms which you do not agree to (see clause 6.2);

**9.2.2** We have told you about an error in the price or description of the Goods or Services you have ordered and you do not wish to proceed;

**9.2.3** There is a risk that supply of the Goods or Services may be significantly delayed because of events outside our control;

**9.2.4** we have suspended supply of the Goods or Services for technical reasons, or notify you we are going to suspend them for technical reasons, in each case for a period of more than 12 weeks; or

**9.2.5** You have a legal right to end the Contract because of something we have done wrong.

**9.3 Exercising your right to change your mind (Consumer Contracts Regulations 2013).** For Goods or Services bought “on-site” you have 7 days to change your mind from the date we accept your Order. For Goods or Services bought “off-site” you have a legal right to change your mind within 14 days of the date we accept your Order and receive a refund. These rights, under the Consumer Contracts Regulations 2013, are explained in more detail in these terms.

**9.4 When you don't have the right to change your mind.** You do not have a right to change your mind in respect of:

**9.4.1** Services, once these have been completed, even if the cancellation period is still running;

**9.4.2** Any Goods which become mixed inseparably with other items after their delivery.

**9.5 Ending the Contract where we are not at fault and there is no right to change your mind.** Even if we are not at fault and you do not have a right to change your mind (see clause 9.1), you can still end the Contract before it is completed, but you may have to pay us compensation. A Contract for Goods is completed on the earlier of us notifying to you that the Goods are ready for delivery or when the Goods are delivered. A Contract for Services is completed when we have finished providing the Services. If you want to end your Contract before it is completed where we are not at fault and you have not changed your mind, just contact

us to let us know. The Contract will end immediately and we will refund any sums paid by you for Goods or Services not provided but we may deduct from that refund reasonable compensation for the net costs we will incur as a result of your ending the Contract.

## **10. HOW TO END THE CONTRACT WITH US (INCLUDING IF YOU HAVE CHANGED YOUR MIND)**

**10.1 Tell us you want to end the Contract.** To end the Contract with us, please let us know by doing one of the following:

**10.1.1 Phone or email.** Call customer services on 01473 822415 or email us at [info@hadleighglass.co.uk](mailto:info@hadleighglass.co.uk). Please provide your name, home address, details of the Order and, where available, your phone number and email address.

**10.1.2 By post.** Write to us at 1 Seager Court, Crockett Road, Hadleigh, Ipswich, Suffolk, IP7 6RL, including details of what you bought, when you ordered or received it and your name and address.

**10.2 When we will pay the costs of return.** We will pay the costs of return:

**10.2.1** If the Goods are faulty or misdescribed;

**10.2.2** if you are ending the Contract because we have told you of an upcoming change to the Goods or Services or these terms and conditions, an error in pricing or description, a delay in delivery due to events outside our control or because you have a legal right to do so as a result of something we have done wrong; or

**10.2.3** If you are exercising your right to change your mind. In all other circumstances you must pay the costs of return.

**10.3** What we charge for collection. If you are responsible for the costs of return and we are collecting the Goods from you, we will charge you the direct cost to us of collection. The costs of collection will be the same as our charges for standard delivery, and will be advised to you prior to the collection taking place.

**10.4** How we will refund you. We will refund you the price you paid for the Goods or Services (including delivery costs for Goods), by the method you used for payment.

**10.5** When your refund will be made. We will make any refunds due to you as soon as possible. If you are exercising your right to change your mind then:

**10.5.1** If the products are Goods and we are collecting them from you, your refund will be made within 14 days from the day we have collected the Goods.

**10.5.2** In all other cases, your refund will be made within 14 days of your telling us you have changed your mind.

## **11. OUR RIGHTS TO END THE CONTRACT**

**11.1 We may end the Contract if you break it.** We may end the Contract for Goods or Services at any time by writing to you if:

**11.1.1** you do not make any payment to us when it is due and you still do not make payment within 14 days of us reminding you that payment is due;

**11.1.2** You do not, within a reasonable time of us asking for it, provide us with information that is necessary for us to provide the Goods or Services;

**11.1.3** You do not, within a reasonable time, allow us to deliver the Goods to you;

11.1.4 You do not allow us access to your Premises to supply the Services on the dates agreed between us.

11.2 **You must compensate us if you break the Contract.** If we end the Contract in the situations set out in clause 11.1 we will refund any money you have paid in advance for Goods or Services we have not provided but we may deduct or charge you reasonable compensation for the net costs we will incur as a result of your breaking the Contract. You acknowledge that any Goods ordered by you are bespoke products.

11.3 **We may withdraw the Goods or Services.** We may write to you to let you know that we are going to stop providing the Goods or Services. We will let you know at least 30 days in advance of our stopping the supply of any Goods or Services and will refund any sums you have paid in advance for the Goods or Services which will not be provided.

## 12. IF THERE IS A PROBLEM WITH THE GOODS OR SERVICES

12.1 **How to tell us about problems.** If you have any questions or complaints about the Goods or Services, please contact us. You can telephone our customer service team at 01473 822415 or write to us [atinfo@hadleighglass.co.uk](mailto:atinfo@hadleighglass.co.uk). Alternatively, please speak to one of our staff instore.

12.2 **Summary of your legal rights.** We are under a legal duty to supply Goods and Services that are in conformity with this Contract. See the box below for a summary of your key legal rights in relation to the Goods and Services. Nothing in these terms will affect your legal rights.

### Summary of your key legal rights

This is a summary of your key legal rights. These are subject to certain exceptions. For detailed information please visit the Citizens Advice website [www.adviceguide.org.uk](http://www.adviceguide.org.uk) or call 03454 04 05 06. If your product is **goods**, the Consumer Rights Act 2015 says goods must be as described, fit for purpose and of satisfactory quality. During the expected lifespan of your product your legal rights entitle you to the following:

- a) Up to 30 days: if your goods are faulty, then you can get an immediate refund.
- b) Up to six months: if your goods can't be repaired or replaced, then you're entitled to a full refund, in most cases.
- c) Up to six years: if your goods do not last a reasonable length of time you may be entitled to some money back. See also clause 9.3. If your product is **services**, the Consumer Rights Act 2015 says:
  - a) You can ask us to repeat or fix a service if it's not carried out with reasonable care and skill, or get some money back if we can't fix it.
  - b) If you haven't agreed a price beforehand, what you're asked to pay must be reasonable.
  - c) If you haven't agreed a time beforehand, it must be carried out within a reasonable time. See also *Exercising your right to change your mind (Consumer Contracts Regulations 2013)*.

12.3 **Your obligation to return rejected Goods.** If you wish to exercise your legal rights to reject any Goods you must allow us to collect them from you. We will pay the costs of collection. Please call customer services on 01473 822415 or email us at [info@hadleighglass.co.uk](mailto:info@hadleighglass.co.uk) to arrange collection.

## 13. PRICE AND PAYMENT

13.1 **Where to find the price for the Goods and Services.** The price of the Goods and Services (which includes VAT) will be the price set out in your Order. We take all reasonable care to ensure that the price of the Goods and Services advised to you is correct. However please see clause

13.3 For what happens if we discover an error in the price of the Goods or Services you order.



**13.2 We will pass on changes in the rate of VAT.** If the rate of VAT changes between your Order date and the date we supply the Goods and Services, we will adjust the rate of VAT that you pay, unless you have already paid for the Goods or Services in full before the change in the rate of VAT takes effect.

**13.3 What happens if we got the price wrong.** It is always possible that, despite our best efforts, some of the Goods or Services we sell may be incorrectly priced. We will normally check prices before accepting your Order so that, where the Goods or Services correct price at your Order date is less than our stated price at your Order date, we will charge the lower amount. If the Goods or Services correct price at your Order date is higher than the price stated in our price list, we will contact you for your instructions before we accept your Order. If we accept and process your Order where a pricing error is obvious and unmistakable and could reasonably have been recognised by you as a mispricing, we may end the contract and refund you any sums you have paid.

**13.4 When you must pay and how you must pay.** We accept payment by cash, card (excluding Premium or Platinum Cards) cheque or Home Improvement Loan documents in favour of us only. If there is some minor defect in the Goods or Services we expect you to rely on our assurance that it will be rectified in accordance with the terms of our guarantee set out in clause 14. Your failure to pay the balance of the price when due will be a breach of this Contract. A Deposit or the amount set out in the Order is payable as set out in the Order. We will invoice you for balance of an accepted Order at any time following the Order being accepted. Unless otherwise expressly agreed in the accepted Order or otherwise between you and us, payment is due within 1 Business Day of the day Substantial Completion takes place.

**13.5 We can charge interest if you pay late.** If you do not make any payment to us by the due date we may charge interest to you on the overdue amount at the rate of 5% a year above the base lending rate of Barclays Bank plc from time to time. This interest shall accrue on a daily basis from the due date until the date of actual payment of the overdue amount, whether before or after judgment. You must pay us interest together with any overdue amount.

**13.6 What to do if you think an invoice is wrong.** If you think an invoice is wrong please contact us promptly to let us know. You will not have to pay any interest until the dispute is resolved. Once the dispute is resolved we will charge you interest on correctly invoiced sums from the original due date.

## **14. WARRANTY**

14.1 Subject to clauses 14.3 to 14.11 (inclusive), we warrant that on delivery, and for a period of 12 months thereafter, the Goods shall:

14.1.1 Conform in all material respects with their description and any applicable Goods Specification;

14.1.2 be free from material defects in design, material and workmanship; and

14.1.3 Be of satisfactory quality (within the meaning of the Sale of Goods Act 1979); and

14.1.4 Conform to the standards published within our "Product Quality Charter", a copy of which is available on request and which mirrors the standards and the method of inspection which is considered standard to its industry and promoted by us. We shall, at our option, repair or replace any Goods which do not comply with this clause 14.1, or refund the price of the defective Goods in full if:

14.1.5 You give notice in writing during the 12 month period within 28 days' of discovery that some or all of the Goods do not comply with the warranty set out in clause 14.1;

14.1.6 We are given a reasonable opportunity of examining such Goods.

14.2 In addition to the warranties contained in clause 14.1, we also warrant the Goods as set out in Hadleigh Glass Warranty, a copy of which is available at request and will also be provided to you after the installation of your Goods.

14.3 We shall not be liable for the Goods' failure to comply with the warranties in clauses 14.1 and 14.2 if:

14.3.1 You make any further use of such Goods after giving a notice in accordance with clause 14.1.5 or 14.2;

14.3.2 The defect arises because you failed to follow our oral or written instructions as to the maintenance of the Goods or (if there are none) good trade practice;

14.3.3 The defect arises as a result of us following any drawing, design or Goods specification supplied by you;

14.3.4 You alter or repair such Goods without the written consent of us;

14.3.5 You remove or reposition any Goods or allow any other person to do so who is not one of our personnel;

14.3.6 The defect arises as a result of fair wear and tear, wilful damage, negligence, or abnormal working conditions; or

14.3.7 The Goods differ from their description or any Goods specification as a result of changes made to ensure they comply with applicable statutory or regulatory standards.

14.4 Except as provided in this clause 14, the Company shall have no liability to the Customer in respect of the Goods' failure to comply with the warranties set out in clauses 14.1 and 14.2.

14.5 The terms of these terms and conditions shall apply to any repaired or replacement Goods supplied by us.

## **15. OUR RESPONSIBILITY FOR LOSS OR DAMAGE SUFFERED BY YOU**

15.1 **We are responsible to you for foreseeable loss and damage caused by us.** If we fail to comply with these terms and conditions, we are responsible for loss or damage you suffer that is a foreseeable result of our breaking this Contract or our failing to use reasonable care and skill, but we are not responsible for any loss or damage that is not foreseeable. Loss or damage is only foreseeable if it is obvious that it will happen.

15.2 **We do not exclude or limit in any way our liability to you where it would be unlawful to do so.** This includes liability for death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors; for fraud or fraudulent misrepresentation; for breach of your legal rights in relation to the products as summarised at clause 12.2 and for defective products under the Consumer Protection Act 1987. 15.3 Notwithstanding the terms set out in clauses 15.1 and 15.2: (i) we shall not be liable to you, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of profit, or any indirect or consequential loss arising under or in connection with any agreement between us; and (ii) our total liability to you for all other losses arising under or in connection with any Contract between us, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall be limited to two times the total price paid by you for the Goods and Services under the Contract to which the liability arises.

15.4 **When we are liable for damage to the Premises.** If we are providing Services at your Premises, we will make good any damage to your Premises caused by us while doing so. However, we are not responsible for the cost of repairing any pre-existing faults or damage to your Premises that we discover while providing the Services.

**15.5 We are not liable for business losses.** We only supply the Goods and Services for domestic and private use. If you use the Goods and Services for any commercial, business or re-sale purpose we will have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.

## **16. HOW WE MAY USE YOUR PERSONAL INFORMATION**

**16.1 How we may use your personal information.** We will only use your personal information as set out in our Privacy Policy which can be located at <https://www.hadleighglass.co.uk/privacy-policy>.

## **17. OTHER IMPORTANT TERMS**

**17.1 We may transfer this Contract to someone else.** We may transfer our rights and obligations under these terms and conditions to another organisation. We will always tell you in writing if this happens and we will ensure that the transfer will not affect your rights under the Contract.

**17.2 You need our consent to transfer your rights to someone else (except that you can always transfer our guarantee).** You may only transfer your rights or your obligations under these terms and conditions to another person if we agree to this in writing. However, you may transfer our guarantee at clause 14 to a person who has acquired the Premises. We may require the person to whom the guarantee is transferred to provide reasonable evidence that they are now the owner of the Premises. To transfer your guarantee please consult our Transfer of Warranty Policy, a copy of which is available on request.

**17.3 Nobody else has any rights under this Contract (except someone you pass your guarantee/warranty on to).** This Contract is between you and us. No other person shall have any rights to enforce any of its terms, except as explained in clause 17.2 in respect of our guarantee/warranty. Neither of us will need to get the agreement of any other person in order to end the agreement or make any changes to these terms.

**17.4 If a court finds part of this Contract illegal, the rest will continue in force.** Each of the paragraphs of these terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.

**17.5 Even if we delay in enforcing this Contract, we can still enforce it later.** If we do not insist immediately that you do anything you are required to do under these terms and conditions, or if we delay in taking steps against you in respect of your breaking this Contract, that will not mean that you do not have to do those things and it will not prevent us taking steps against you at a later date. For example, if you miss a payment and we do not chase you but we continue to provide the Goods or Services, we can still require you to make the payment at a later date.

**17.6 Which laws apply to this Contract and where you may bring legal proceedings.** These terms and conditions are governed by English law and you can bring legal proceedings in respect of the Goods and Services in the English courts. If you live in Scotland you can bring legal proceedings in respect of the Goods and Services in either the Scottish or the English courts. If you live in Northern Ireland you can bring legal proceedings in respect of the Goods or Services in either the Northern Irish or the English courts.

## **18. PLANNING PERMISSION**

We note that there is a possibility that your project may require planning permission. This will be confirmed with you during the survey process.

In the unlikely event that planning permission is refused, your order will be cancelled and your deposit returned however all costs associated with preparing and submitting the application and planning costs will become payable. For budgeting purposes, this is normally in the region of £500 plus VAT but this is an estimate only and will be confirmed at that time.

## **19. DELAYED PROJECTS**

Due to periodic supplier price increases, Hadleigh Glass Limited reserves the right to review any agreed prices on contracts where the installation date is delayed longer than 4 months (16 weeks) from the original contract date. If a survey has been completed and signed off, with a 50% deposit paid, then this term will not apply.