



Terms & Conditions

1 DEFINITIONS: The Company is Island Windows & The Plastics Depot Ltd. The Purchaser is the customer whose name and address are shown on the Contract Overview. The Schedule is the work and other details described in the product Contract presented at point of final survey. The Contract shall comprise both the Contract Overview document and the Product Contract document.

2 CONTRACT: The Purchaser shall purchase, and the Company shall supply and install the products described in the Schedule at the price shown in the Contract Overview and in accordance with these TERMS AND CONDITIONS using materials currently used by the Company. No term representation or promise shall form part of the Contract unless made in writing and contained or referred to in the Schedule. No addition to or variation of the Schedule or to these TERMS AND CONDITIONS shall be binding on the Company unless agreed in writing and signed by a duly authorised officer of the Company.

The products referred to in the Schedule will be supplied 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. The Company and its manufacturers' website, presentation and showroom samples and illustrations and promotional literature are for demonstration, guidance, and advertising purposes only and do not form part of this Contract.

3 TIME SCALES: An estimated delivery period is quoted on the Contract Overview.

a) The estimated delivery period will run either from the date of the Contract Overview or from the date of any agreed variation to the Contract or from receipt of the deposit 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 of 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 8 weeks uPVC and 11 weeks aluminium of service of that notice. If the work is not substantially completed within this extended period, 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 its reasonable control, and in

the event that time is made of the essence of the Contract, time shall not run during any period of delay occasioned by causes beyond the Company's reasonable control.

d) Under no circumstances is the Company liable to claims for compensation based on delay, inconvenience, rental loss, or the Purchaser taking any time off work.

e) If the company is delayed by the purchaser from completing works for a period of 60 days, the full balance of the contract shall become payable to the company, provided that the purchaser pays the balance the company shall store any items free of charge until the works are able to be complete. Additional charges for storage will be applied in the event of the purchaser withholding any monies due

4. ACCESS: The Purchaser will afford access to the Company forthwith upon request for the purposes of carrying out a survey or measurement, 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 (see clause 7 & 3 e) and cause the delivery period to be extended.

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 Schedule 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 Schedule 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. Any survey carried out is for the benefit of the Company and no warranties are given as to the suitability of the site for the works.

6 MAKING GOOD: 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 and brickwork surrounding the products installed, though they will not be liable for failing to exactly match existing. The Company does not undertake to remove intact existing glass frames or secondary double-glazing units, and nor does it undertake to replace any secondary double-glazing units. All materials removed during the course of the work will be cleared from the site unless express instructions are given in writing to the contrary as **once removed, materials are irretrievable.**

7 PAYMENT:

(a) Where the Purchaser has authorised the Company to apply for Planning Permission and Building Regulation Approval, the amount paid by the Purchaser to the Company in relation to these applications shall not be refundable irrespective of the outcome of either application.

(b) The Purchaser either upon payment of the deposit or upon returning to the Company a copy of the Contract duly signed shall be deemed to have authorised the Company to commence work on the said Contract and to have signified their agreement as to the work to be carried out and the sums payable to the Company.

(c) In the event that the Purchaser shall cancel the Contract in accordance with the terms of clause 15 and not otherwise, the deposit shall be refunded in accordance with the terms of clause 15.

(d) In the event that the purchaser delays the company from completing works for any reason then the company be entitled to the full balance of the contract in accordance with Clause 3 (e)

(e) If the Purchaser should cancel the Contract with the Company other than in accordance with clause 15, the Company shall make the following charges set out in clause 7 (f) and shall deduct them from the deposit if paid. If a deposit has not been paid, the Purchaser agrees to pay all relevant charges within 14 days of being requested to do so by the Company.

(f) A Contract shall be deemed to be formed between a Purchaser and the Company upon whichever is the sooner:

a. Receipt by the Company of the agreed deposit from the Purchaser, or

b. In cases where no deposit is requested receipt by the Company of the signed Contract.

(g) Cancellation Charges

Cancellation after 7 days after formation of Contract but before survey:

7 1/2% of total Contract price.

Cancellation after survey regardless of time-lapse but before ordering:

15% of total Contract price.

Cancellation after ordering:

- a. Supply Only Contract – 100% of total Contract price.
- b. Supply and fit Contract – where the Contract is changed to supply only and the Purchaser recovers the goods – 90% of total Contract price.
- c. Supply and fit Contract – where the Purchaser loses their rights to the goods in any shape or form – 75% of total Contract price.
- d. In respect of all Contracts, where both the Purchaser and the Company agree that the Contract shall be cancelled owing to the presence of pipes, apparatus, conduits and cables that may be affected by the installation or services to be carried out by the Company – 50% of total Contract price.

(h) Stage Payments

Stage payments are due in accordance with the schedule shown on the Contract Overview.

The final balance payable as shown on the Contract Overview is strictly net and shall become due and payable without deduction or set immediately after the installation has been substantially completed. The Company's Installers are authorised to accept payment in cash or by cheque or by completed Loan Account documents. Any sum outstanding following substantial completion will be subject to interest to run from the date of invoice to the date of actual payment at the rate of 2% per calendar month or part of a calendar month that any sum remains outstanding. The existence of some minor defect in the work shall not entitle the Purchaser to withhold any part of the Contract sum provided that the work is substantially completed, and the Purchaser shall rely on the assurance now given by the Company that such defects will be made good in accordance with the terms of the guarantee contained in these conditions.

If the Company is unable to carry out either the whole or a stage of the work specified in the Schedule within 28 days of first offering to do so, the Company reserves the right to make an additional charge for inconvenience and storage. Supply Only Purchasers must pay in full prior to receipt of the product.

8 GUARANTEES: The Company guarantees to make good any defect in the products supplied by the Company subject to the following conditions:

(i) ALL PRODUCTS

(a) The goods and services have been paid in full as per the Contract Overview. This date is deemed the point on which the Purchaser confirms all products supplied are unmarked and satisfactory for the purpose. The Company does not guarantee against scratches on a product or cracks in a sealed unit which appear after this date.

(b) 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.

(c) The defect must be due to fault in materials or workmanship and not due to an Act of God, accident, neglect or misuse, or to any part of the installation having been removed, repositioned or tampered with.

(d) The Purchaser must carefully attend to the maintenance requirements referred to in the guarantee and operation & Maintenance manual

(e) Since the presence of condensation is dependent 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.

(f) 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 notwithstanding that it differs in appearance from the original design.

(g) The Purchaser allows the Company reasonable opportunity to inspect and make good defects.

(h) This guarantee is transferable by the Purchaser to a new owner of the property provided that the Company has received written notification of that transfer together with a copy of the Deed of Transfer from either the Purchaser or the new owner or their appointed representative within 56 days of the date of transfer. Confirmation of such transfer will only be valid on receipt of the Company's written acknowledgement. If the goods covered

by this guarantee have been purchased with the assistance of a loan arranged through the Company which provides the current owner with protection under Section 75 of the Consumer Credit Act 1974, please note that the lender will not be liable to the new owner under that section.

(i) This guarantee shall not create any liability between the Company and any new owner unless the provisions of Clause **8(i)(h)** have been complied with in their entirety.

(j) This guarantee shall not be construed so as to affect the Purchaser's statutory rights.

(k) Items on the Schedule marked t are not regarded as an integral part of the product or installation and therefore only carry a 1 year guarantee.

(l) The Company undertake to use it's best endeavors to enforce the below product guarantees against the manufacturers who have provided the guarantees. The Company will honour it's own workmanship guarantee and will supply labour free of charge throughout the guarantee period. Save as above and to the extent permitted by law, the Company will not be liable for the cost of any replacement parts in the event of the manufacturer's default or closure of business.

(m) The 'Supply Only' of all products is covered by a 1 year guarantee.

(n) Where location of the product makes servicing and maintenance impossible to achieve (i.e. off normal ladder height) without the aid of additional Health and Safety costs, the Purchaser understands, that the cost responsibility is theirs.

(o) All 'surface finishes' to hardware can suffer degradation occasionally in the form of pitting, discolouration, tarnishing etc due to certain circumstances. Unless it affects the product from functioning these items are covered only by a 1 year guarantee, against such degradation.

(ii) DOORS, WINDOWS & CONSERVATORIES

(a) Due to the difficult nature of the float process of manufacturing glass, certain faults and colour variations are inherent in this production method. The Company does not guarantee to remedy defects in glass arising from imperfections in the material outside the quality standard laid down by the Company's suppliers.

(b) Glass sealed units, conservatory roof glass and Flat, Moulded Door Panels are covered by a 5 year guarantee.

(c) White uPVC Window and Door including Composite Doors. The workmanship, product, for functioning and reliability is covered by a 10 year guarantee. Hardware components and fasteners for functioning and reliability is covered by a 1 year guarantee.

(d) White uPVC Vertical Sliding Window and Stable Door. The workmanship and product is covered by a 10 year guarantee. Hardware components and fasteners for functioning and reliability is covered by a 1 year guarantee.

(e) Coloured (foiled) uPVC Window and Door including Composite Doors. The workmanship, for functioning and reliability is covered by a 10 year guarantee. In some cases, over a period of years, ultra violet rays may affect coloured (foiled) profile, and therefore the product is covered by a 5 year guarantee. Where the manufacturer's guarantee extends

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beyond this, the Company will pass it on. Hardware components and fasteners for functioning and reliability is covered by a 1 year guarantee.

(f) All aluminium, secondary and combined aluminium/uPVC Window and Door. Workmanship and product is covered by a 10 year guarantee. Hardware components and fasteners for functioning and reliability is covered by a 1 year guarantee. Where the manufacturer's guarantee extends beyond this, the Company will pass it on.

(g) Hardwood Window, Door and Subframe. Hardwood is a natural material, and as such due to atmospheric conditions can bend, twist or split to different degrees. Workmanship, product, hardware components and fasteners for functioning and reliability is covered by a 1 year guarantee. Where the manufacturer's guarantee extends beyond this, the Company will pass it on.

(h) uPVC and Aluminium doors fitted with a Low Ali Threshold (eg Fire Escape/Disable Access) will not comply with BS6375 (Performance and Weatherability). Therefore the Company cannot guarantee against weather ingress at this point.

(i) With regard to conservatories and make up bays, we recommend that cavity trays are installed above the conservatory roof/bay roof at joining points with wall of the original house. If these are not installed the Company cannot guarantee against damp penetration through the outside wall of the original house.

(iii) CONSERVATORIES ONLY

(a) Conservatory Roof – the structure and all parts appertaining to the roof is covered against defects by a 10 year guarantee, with the exception of the glass per **8(ii)(b)**. N.B. Regarding Polycarbonate roof sheets, in certain circumstances a misting may appear in the sheet walls. This is not a defect, and changes in atmospheric conditions will rectify. Due to the nature of the breathable tape membrane, bugs and insects may enter. The situation can be remedied but the service is chargeable.

(b) Any third-party Base work or associated movement or damage to frames will not be guaranteed by the Company.

(c) The Company cannot guarantee against subsidence.

(iv) CANOPY & CARPORTS ONLY

The Company acknowledges that all colours of its uPVC canopy and carport products are covered against discolourisation and defects by a *5 year guarantee*. The Company however cannot be held responsible for any latent defect in the wall to which any material supplied by the Company is attached.

(v) FIRESTONE RUBBER ROOF SYSTEM

The workmanship and product is covered by a 10 year guarantee. The rubber membrane covers a 20 year guarantee from deterioration and UV damage. This does not cover damage from falling debris or physical damage caused by contact with another object.

(vi) ROOFLINE

The Company acknowledges that all colours of its uPVC roofline products are covered against

discolourisation and defects by a 10 year guarantee. However, rubber seal joints within the gutter product may occasionally deteriorate and cause underperformance, and for this reason that rubber and/or part attached therefor is covered by a 1 year guarantee.

(vii) BALCONIES AND BALUSTRADES

As a registered partner of Balconette systems, Products supplied by the Company, The workmanship, for functioning and reliability is covered by a 10 year guarantee in line with manufacturers guarantee subject to the following conditions:

Balconette Balustrades 10 year Guarantee information and Terms and Conditions **10 Year Product Guarantee**

At Balcony Systems Solutions Ltd we are so proud of the quality of our balustrade products that we manufacture, that we will happily guarantee the paint, anodising and structural integrity of our balustrade products for a period of 10 years.

This means that for 10 years your balustrades are covered for:

- Paint finishes
- Shape Retention
- Impact Strength Retention
- Joint Strength

Guarantee Terms and Conditions

Balcony Systems Solutions Ltd guarantees to the original purchaser that all of its products shall be free from defects in material or workmanship for the periods specified below. This guarantee applies to the products under normal use, subject to the conditions herein, and as determined by Balcony Systems Solutions Ltd in its sole discretion. This guarantee does not cover damages attributable to improper installation, incorrectly installed damp proof membranes and drainage or the omission of, inadequate maintenance, improper product use, after market product modifications, normal weathering, highly corrosive environments, damages caused by fire, accident, flood, acts of God, vandalism, building settlement or structure failures, or other occurrences beyond Balcony Systems Solutions Ltd's control. Balcony Systems makes no representation, guarantee, express or implied, as to the performance of its products in a gale, tropical storm or hurricane.

Balcony Systems Solutions Ltd's liability under this guarantee is limited to repair, replacement or refund as determined by Balcony Systems Solutions Ltd in its sole discretion and **does not** include removal or installation of replacements. Decisions as to whether to repair, replace or refund will be made by Balcony Systems Solutions Ltd in its sole discretion. Replacement parts provided will be the closest equivalent product available. The guarantee will not be extended by supplying replacement parts.

Paint or anodised Finish

Powder coated paint finishes – Balcony Systems Solutions Ltd guarantees that for a period of ten (10) years following delivery that the paint finish will not blister or peel. For products installed within three (3) miles of bodies of salt water the guarantee period is five (5) years unless marine grade powder coating has been ordered.

Note that as powder coat is a commercial finish, it is typical for powder coated finishes to have an orange peel appearance, speckles, bubbles, craters, pinholes and processing marks that occur during manufacturing. These are not considered defects or covered under the guarantee unless they are visible from three (3) metres.

Maintenance of powder coated finishes must follow Balcony Systems Solutions Ltd's simple

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maintenance procedure of regularly washing the profile with warm soapy water. **Do not try to clean the products with solutions containing bleach, acids or abrasive cleaners.**

Anodised finishes – Balcony Systems Solutions Ltd will warrant the Anodised finish against flaking or blistering for Ten (10) years from date of delivery.

Note that it is typical for anodised finishes to have colour variation and dye and processing marks that occur during manufacturing. These are not considered defects or covered under the guarantee.

Bending - It is important to note that all bending of profile sections is performed after the anodising process, therefore surface cracking, whether visible or not, will always be present on curved sections, stretch marks may also be present and will depend on tightness of the radius. These cracking and stretch marks in addition to any other results from the bending are not considered defects or covered under the guarantee.

Maintenance of anodised finishes must follow Balcony Systems Solutions Ltd's simple maintenance procedure of regularly washing the profiles with warm soapy water. **Do not try to clean the products with solutions containing bleach, acids or abrasive cleaners.**

Hardware

For products originally installed in a single family residence, Balcony Systems Solutions Ltd guarantees that for a period of two (2) years following delivery that the mechanical operation of hardware components will be free from mechanical defect (installation excluded). For products originally installed in non-single family residential applications, Balcony Systems Solutions Ltd guarantees that for a period of one (1) year following delivery that the mechanical operation of hardware components will be free from mechanical defect. For products installed within three (3) miles of bodies of salt water the guarantee period is one (1) year.

Coatings on movable or handled hardware are not covered under this guarantee. Maintenance of hardware must follow Balcony Systems Solutions Ltd's simple maintenance procedure of regularly cleaning and oiling of all mechanical hardware components.

Laminated Glass

Laminated Glass – Balcony Systems Solutions Ltd guarantees that for a period of two (2) years from delivery under normal conditions of use, that the products shall be free of defects resulting in material edge separation or obstruction of vision from delaminating.

Imperfections such as scratches or reflected distortions from a tempering or heat strengthening process are to be expected and are not covered under this guarantee.

Broken glass is not covered under this guarantee.

General Terms

The guarantee will only be valid providing that no modification, repair or alteration to the product has been made without Balcony Systems Solutions Ltd's written approval by a senior member of staff.

Maintenance, inspection and cleaning records of the product must be kept by the customer.

Balcony Systems Solutions Ltd reserves the right to remedy paint or powder coating and anodising on site by way of approved on site paint applications.

All defective parts must be returned to Balcony Systems Solutions Ltd. Balcony Systems Solutions Ltd reserves the right to charge for replacement parts by way of a deposit until the defective parts are received. Balcony Systems Solutions Ltd will reimburse the deposit payment in the event of receipt of defective part and inspection determines the guarantee is valid.

Balcony Systems Solutions Ltd's liability under this guarantee is limited to **replacement of parts**

only; the guarantee **does not** include repair, removal or installation of replacement parts. This guarantee is fully transferable should the property be sold, providing that Balcony Systems Solutions Ltd is informed, in writing, by the original purchaser and the new owner registers the guarantee within 60 days of purchase of the property.

(viii) INSURANCE BACKED GUARANTEE & FENSA

Per the current industry regulations in force, when applicable, a FENSA certificate and IBG will be issued accordingly. Please note that both the FENSA item count and JBG value may vary from the Contract where not all products are FENSA regulated items.

9. MATERIAL:

(i) ALL PRODUCTS

(a) All descriptions, specifications, drawings and particulars of weights and dimensions submitted by the Company are approximate only and shall not form part of the Contract.

(b) All materials on site whether fixed or unfixed shall be at the sole risk of the Purchaser who shall be liable to reimburse the Company in full in respect of any loss, damage or theft to such materials howsoever caused unless due solely to the negligence of the Company or its employees.

(ii) DOORS, WINDOWS & CONSERVATORIES

(a) Proportions of these windows and the opening and fixed elements within them are for guidance purposes only and do not form part of the Contract.

(b) In the event of stained glass being included on the Contract, the Company cannot undertake to match the colours in any existing window, to match exact shade in sample or promotional literature or guarantee that the pigment in any new unit supplied by the Company will not fade or distort due to ultra violet light or any other circumstances beyond the Company's control.

(c) Low Emissivity Glass has a metallic oxide coating which results in a very slight tint. However, with net curtains this produces an off-white effect on the EXTERNAL appearance of the curtaining but, with Georgian grill inserts, this produces an off white effect on the INTERNAL appearance of the grill.

(d) All 'surface finishes' to hardware can suffer degradation occasionally in the form of pitting, discolouration, tarnishing etc due to certain circumstances. Unless it affects the product from functioning these items are covered only by a 1 year guarantee, against such degradation.

(iii) CONSERVATORIES ONLY

(a) Although the Company will erect a conservatory on an existing base or a base built by a third party at the Purchaser's specific request it is the Purchaser's responsibility to ensure that the condition of any such base is fit for the purpose for which it is intended and the Company cannot accept liability for any structural defect in the base or any other problem that arises with the conservatory either during or after its erections as a result of such defect.

(b) The roof sheeting may distort if blinds are affixed immediately below the roof or any form

of insulation is laid or anchored underneath the roof sheeting. The Company cannot undertake to obtain corresponding bricks in either size or colour for the erection of the conservatory to match those used on the existing property or to match the size of the existing brick courses.

(c) Please note that, where applicable the cost of construction of the conservatory base allows for a foundation as specified but, that if any hidden obstacles are encountered whilst undertaking this work, such as drainage, tree roots, soil conditions or any other unforeseen difficulty, the Company reserves the right to dig deeper footings and increase the Contract price accordingly.

(iv) CANOPY & CARPORTS ONLY

(a) The Company cannot undertake to obtain corresponding bricks in either size or colour to match those used on the existing property or to match the size of the existing brick courses.

(b) The Purchaser accepts that due to the product design shape, its normally exposed location, and restricted line of fixing points, the product is reliant upon the quality of material to which it is attached and is therefore vulnerable in abnormal gale conditions. The Purchaser accepts that under these extreme conditions, damage to, or damage caused by the product is not the fault of the installation. Standard house insurance then applying, with no liability held against the Company or under its guarantee.

(v) FIRESTONE RUBBER ROOF SYSTEM & ROOFLINE

(a) In respect of the Firestone Rubber Roof System the Purchaser accepts that the installation of the new roof covering will involve work on the supporting structural timbers of their property and fixing of new timber decking to it. The Purchaser accepts that this work may cause some movement in the underlying timbers, which in isolated cases could lead to some cracking of internal plasterwork. The Purchaser accepts that the Company is not responsible for such minor damage as long it has taken reasonable care whilst carrying out the works as detailed in the Schedule.

In addition the Purchaser accepts that due to the original construction of the roof, where deflection of roof supports or settlement of the property may have taken place, there may be some evidence of "ponding" where water may be retained on the surface of the membrane. The Purchaser accepts that this is not the fault of the installation and appears solely because of the smoothness and even surface of the finished laminate. If the Purchaser requires total drainage, additional cost may be incurred by the installation of new timber purlins and or rafters.

During the Contract the Company will take every care to prevent water ingress during the period when the works are being undertaken but the Purchaser accepts that the Company is not responsible for water ingress owing to adverse weather conditions or other circumstances beyond reasonable control. Notwithstanding, the Company undertake all reasonable care to ensure that any such damage or water ingress is kept to a minimum.

Current PART L regulations require thermal installation values to be upgraded to meet minimum government standards when either (a) a flat roof is installed to a new building or newly built extension or (b) where the old decking is removed from an existing roof prior to the new flat roof being installed. Should the Purchaser choose not to upgrade to the recommended insulation / thermal value, the Purchaser hereby confirms they do so entirely at their own risk and absolve the Company from all liability therein.

(b) Furthermore, in respect of GRP Roof System and Roofline Contracts, the Purchaser understands that during the course of the survey, the existence of rotten timber to the roof structure, if hidden, may only be exposed at the time of fitting. In the event of this prevailing, it is understood that additional costs will be chargeable.

IO GENERAL:

(a) The Company or its servants will NOT be responsible for the re-positioning or re-connection of any gas, electrical, plumbing, telephone, aerial, or alarm equipment to enable the goods to be installed.

(b) The Company or its servants will NOT be responsible for structural defects in the property before or during the installation.

(c) The Company or its servants will NOT be responsible for leaking caused by fitting of blinds or any other fixing. In addition, if blinds have not been fitted in the correct locations it can cause underperformance of the product and/or rectification work time consuming. In these instances, all service work is chargeable.

(d) The Company or its servants will NOT be responsible for damage to furniture, artefact or flooring caused by a leak through windows, doors or conservatory roofs once Contract completed and off site. At this point the Purchaser is to cover under their own house insurance.

(e) The Company or its servants will NOT be responsible for damage caused to any structure, building or foundation caused by trees or any other influence at any time during or after installation brought to the customer's attention at survey and acknowledged by signature.

(f) The Company will be entitled to assume:-

- (a) That the Purchaser has complied with the Party Wall Act 1996 (if applicable).
- (b) That the installation and services to be carried out by the Company will be unaffected by the presence of any pipes, apparatus, conduits and cables. It shall be the Purchaser's sole responsibility to contact any relevant organisations or authorities and the decision to proceed with the installation and services shall rest solely with the Purchaser. The Company or its servants will not be responsible for damage caused to any pipes, apparatus, conduits or cables at any time during or after installation.

(g) The Company shall not be under any liability whatsoever in respect of any defect in the design, production or manufacture of any product by reason of having approved or relied upon in any way a plan, drawing, design or specification supplied by or on behalf of the Purchaser.

(h) Except in the case of death or personal injury caused by the Company's negligence, the Company's liability under or in connection with supply and fitting of the product shall not exceed the sums paid by the Purchaser under the terms of the Contract.

(i) Neither the Company nor the Purchaser shall be liable to the other in Contract, tort, negligence, breach of statutory duty or otherwise for any loss, damage, costs or expenses of any nature whatsoever incurred or suffered by that other party of an indirect or consequential nature, including without limitation any economic loss or other loss of turnover, profits, business or goodwill.

(j) The Purchaser understands that the goods described in the Schedule are owned by the Company until paid in full.

11 THIRD PARTY LIABILITY:

(a) The Company cannot be responsible for any damage caused by any third party delivering materials and/or supplying services to the site and any claims arising out of any such damage howsoever caused must be pursued with the third party.

(b) The Purchaser will indemnify the Company against any claims brought by or against a third party (and the cost of legal proceedings) in respect of the performance of this Contract unless the claims arise solely from negligence on the part of the Company or its employees.

12 VARIATION TO TERMS AND CONDITIONS:

The Company may revise these terms from time to time to reflect changes in relevant laws and regulatory requirements. The Purchaser's attention is drawn to the Company's right in clause 2 to make changes in the specification of products without notice.

13 JURISDICTIONS:

These terms are governed by English law. The Company and the Purchaser both agree to submit to the non-exclusive jurisdiction of the English Courts. However, if you are a resident of Northern Ireland, you may also bring proceedings in Northern Ireland and if you are a resident of Scotland, you may also bring proceedings in Scotland.

14 PLANNING AND CONSENT:

If Planning Permission or Building Regulation Approval is necessary for the erection of the conservatory, the Company shall make application for such permission and approval as agent for the Purchaser and the Company relies on the information provided by the Purchaser and set out in the Contract Overview in ascertaining the need or otherwise for planning permission.

The Company shall have no obligation to make application for consent or approval other than in respect of Planning Consent and Building Regulation Approval. The Purchaser will be solely responsible for insuring compliance with all other statutory regulations and seeking all other necessary permissions or consents. The Contract shall be conditional on the grant of Planning Permission and Building Regulations Approval if that be necessary and if not so granted by the relevant Local Authority, this Contract shall terminate forthwith save that the Purchaser shall pay to the Company the specified fees in respect of the Planning and Building Regulation Application. These provisions shall not affect the Purchaser's right to cancel the Contract contained in the next clause.

15 CANCELLATION BY THE PURCHASER:

(a) This clause 15 applies if, and only if, the Purchaser enters into a Contract with the Company as a consumer – that is as an individual acting wholly or mainly outside the Purchaser's trade, business, craft or profession.

(b) The Purchaser has the right to cancel this Contract within 7 days without giving any reason. The cancellation period will expire after 7 days from the day that the Contract was formed. The Contract was formed upon the day that the Company received payment of the deposit or the

day upon which the Company received the signed Contract from the Purchaser, whichever is the sooner.

(c) The Purchaser agrees that upon payment of the deposit to the Company or returning to the Company the signed Contract by the Purchaser, the Company is authorised to commence work under the terms of this Contract which includes the carrying out of any necessary survey within the cancellation period referred to above. The Purchaser acknowledges that, if the Company does commence work under the terms of this Contract, and in particular carries out the survey before the expiration of the cancellation period, then the Purchaser shall pay the Company all costs incurred, including the costs of any product ordered and any survey carried out. **The costs to the date of the survey shall represent 15% of the total Contract price.** Such costs incurred shall be deducted from the deposit with the balance refunded to the Purchaser within 14 days of notification of cancellation.

(d) To exercise the right to cancel, the Purchaser must inform the Managing Director, Island Windows & The Plastics Depot Ltd, Unit 4a, Marsh Close, Sandown, Isle of Wight, PO36 8EU.

Email: info@islandwindows.uk Notification must be received not later than 14 days after the Contract was formed.

(e) If the Purchaser cancels this Contract the Company will reimburse all payments received (except as specified in clause 15 (c) and except the fee that the Purchaser has paid to the Company in respect of applying for Planning Consent and Building Regulation Approval) within 14 days of receiving notice of cancellation.

16 CANCELLATION BY THE COMPANY:

The Company has the right to cancel this Contract by notice in writing sent by registered post to the Contract address shown on the Contract Overview at any time prior to installation. Furthermore, the Company cannot be held responsible for any costs incurred by the Purchaser up to 5 working days after the final survey date.

If the Company exercises its right to cancel this Contract, the Purchaser's deposit shall be returned in full.

DATA PROTECTION- We use the information you provide primarily for the provision of the services you have engaged us to provide and to assert our right to be recompensed in return for these services in accordance with any agreement or contract we have with you. We also require basic personal data for related purposes, including updating and enhancing customer records; analysis to help us manage our business; statutory returns and legal and regulatory compliance. Please note that the services you have engaged us to provide for and on your behalf may require us to disclose information to third parties such as our suppliers and subcontractors. Further details as to how we use the information you make available to us is set out in our Privacy Policy.