

**EXCLUSIONS:**

The Company does not apply or repair decorative paints or wallpapers.

All work is carried out with due care and attention; however, no allowance has been made for reinstatement of lawns or borders. The Company does not undertake to replant shrubs, bushes, or trees.

The Company accepts no liability in respect of telephone wires, cables, alarms, or satellite equipment. Arrangements should be made directly with your relevant service provider.

No guarantee can be given that new bricks will be identical to old bricks.

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**1. DEFINITION**

The words “The Company” refer to the seller and “The Customer” as estimated overleaf.

The Customer shall provide clear and safe access to the installation area and ensure power and, where applicable, water supply are available on site. Any delays, obstructions, or additional visits required due to restricted access, removal of fixtures, or unavailable utilities (including toilets) may be subject to additional charges.

Due to manufacturing processes, natural material variation, and differing production batches, slight differences in colour, grain, or finish may occur between samples, displays, and final installed products. Such variations are inherent in the production of uPVC, aluminium, and coated materials and do not constitute a defect.

Final measurements, fixing methods, and installation details for verandas, glassrooms, and similar structures are subject to confirmation at site survey. Adjustments may be required to ensure structural compliance, product integrity, or alignment with site conditions. The Company reserves the right to make reasonable modifications to achieve a safe and compliant installation.

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**2. GENERAL**

1. All contracts and orders are subject to these Terms and Conditions, and it is the policy of the Company that any amendments to these Terms and Conditions will be in writing in the interest of certainty.
2. No guarantee or warranty is given that any installation undertaken by the Company will reduce, eliminate, or be free from condensation.
3. The Company reserves the right to effect changes to the product of a minor technical nature without prior notice.

4. The manufacture and installation undertaken tolerance of uPVC is 9mm +/- 2mm. In the event that the purchaser insists, against the Company's advice, on ordering a glazed installation of a size which results in the Company's recommended maximum size for a particular area of glass being exceeded (and this fact is noted on the order/survey form), the Company shall not be responsible for any risk or potential consequences involved, and the Company's above-mentioned guarantee shall not apply to any defect which is the result of the installation of an oversized unit.
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### **3. CANCELLATION BY COMPANY**

The Company may cancel the contract within 7 days of the Company's survey being undertaken, and upon exercising such right, the Company shall:

- a) Notify the Customer in writing of the matter revealed in the survey leading to the cancellation.
  - b) Refund all monies paid to the Customer.
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### **4. DELIVERY**

All delivery dates are estimates only. The Company shall not be liable for any loss to the Customer caused by delivery after the estimated dates resulting from matters which are beyond the control of the Company, including adverse weather and staff shortages.

The Company shall not be liable for any delay or failure in performance caused by events beyond its reasonable control, including but not limited to adverse weather, material shortages, supplier delays, illness, or acts of government.

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### **5. RISK, PROPERTY & INSURANCE**

1. Goods supplied by the Company shall be at the Customer's risk immediately upon delivery. The Customer should therefore arrange insurance accordingly unless the Company has specifically agreed to arrange insurance of the goods.
2. Property in the goods supplied by the Company will pass to the Customer when the goods have been paid for in full.

3. The property in the goods and ownership thereof shall remain with the Company until the Customer has paid the contract price in full or, in the case of:
  - a) dispute, until such dispute has been resolved.

Unless stated within the special details section of the contract, the Company does not undertake to provide matching ceramic or other tiles or specialist finishes such as Tyrolene or pebble dash.

The Company shall not be liable for damage to decorations, other structures, or external facings of the property resulting from the inevitable effects of installation.

The Company accepts no responsibility for any damage resulting from structural or other defects in the property at which the installation is carried out and, as far as the law allows, shall not be responsible for:

- a) loss of income or profits (actual or anticipated),
- b) loss of contracts or other business-related losses,
- c) indirect or consequential loss or damage however caused,
- d) compensation howsoever arising.

4. The contract price does not include the repair or replacement of any rotten timber, defective lintels, hidden services, or hazardous materials such as asbestos found during the course of the works, nor for the repair of any other structural defects unless specified in the schedule of work. Any such work found to be necessary will be brought to the attention of the Customer and will be the subject of a separate quotation.

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## **6. STORAGE**

The Company reserves the right to charge for storage and/or any other costs incurred in the event of deferment in delivery and/or installation due to the actions of the Customer.

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## **7. GUARANTEE**

Your guarantee will be sent via post once cleared funds have been received. The guarantee is in the name of the Customer and may be transferred to another party (administration fees will apply).

Any work carried out by yourself or a third party may invalidate your guarantee.

The Customer is responsible for ensuring adequate ventilation, care, and maintenance of new installations to minimise condensation, corrosion, or staining. Failure to do so may affect the validity of the guarantee.

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## **8. PRICES**

1. The Company reserves the right to vary any price quoted by the Company's representative and/or agent if the Company's surveyor, upon inspection of the Customer's premises before any work is commenced, certifies that the work has been underpriced due to failure to adhere to the Company's pricing policy or incorrect measurements.
  2. The Company reserves the right to increase the price of the goods ordered before delivery and/or installation to cover any increase in manufacturing, supply, or delivery costs.
  3. In the event that the Company increases the contract price, the Customer may, within 7 days of being notified, cancel the contract in writing and any deposit paid will be refunded.
  4. The Company will notify the Customer in writing of any changes in price within 7 days following the survey and will provide an explanation of any such change.
  5. If payment is not received within 7 days of completion, a daily interest charge of 2% above Bank of England base rate will be applied.
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## **9. TERMS OF PAYMENT**

The sum payable on completion shall be paid by the Customer upon delivery and/or completion of installation, whichever is applicable.

The Customer shall not be entitled to withhold any sum exceeding the proportion of the contract price equivalent to the reasonable rectification costs of any alleged defect.

1. Returned cheques will incur a charge of £50 each time they are presented.
2. All deposits are non-refundable.
3. Any alleged defects must be reported within 24 hours of installation.

Payment in full is due immediately upon completion unless otherwise agreed in writing. The existence of minor snags or outstanding items shall not entitle the Customer to delay or withhold payment beyond the reasonable cost of rectifying those specific items.

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## **10. SURVEY**

Once the survey has been carried out, this authorises the Company to commence manufacture. The Customer will therefore be liable for all costs incurred, including manufacturing costs, should cancellation be required after the survey.

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## **11. PROPER LAW**

The contract shall be governed by and construed in accordance with English law, and the Customer submits to the jurisdiction of the courts of England.

Your statutory rights in relation to this contract are:

1. If the Company has called at your home and you have not previously invited them to do so, and you sign the contract at your home (whether funded by finance or not), you have a 7-calendar-day cooling-off period in which you may cancel the contract without penalty. This must be done in writing for the attention of the Director.
  2. If you approach the Company at their premises and sign the contract there, you have a 7-calendar-day cooling-off period in which you may cancel the contract without penalty. This must be done in writing for the attention of the Director.
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## **NOTICE OF CANCELLATION**

If you wish to cancel the contract, you **MUST DO SO IN WRITING** and deliver it personally or send it (which may be by electronic mail) to:

MR JACK WARREN – DIRECTOR  
GLAZERITE LICHFIELD LTD  
56 UPPER ST JOHN ST  
LICHFIELD  
WS14 9DX