

CONTRACT TERMS AND CONDITIONS OF SALE TO THE PUBLIC FOR HOME IMPROVEMENT INSTALLATIONS (INCLUDING CONSERVATORIES)

1. Consumer Code of Practice and Complaints

You agree to notify us and to give reasonable opportunity to remedy any complaint you may have. We will give you details of our complaints procedure. We support the GGF Consumer Code of Practice as promoted by the Glass & Glazing Federation (GGF) and undertake to work within the guidelines of this and any other GGF Code of Practice. A copy of the Consumer Code is carried by our representative and/or is available at our Showroom. In the case of any dispute arising we will provide details of the GGF's Conciliation Scheme and The Glazing Arbitration Scheme (www.tgas.org.uk) administered by the Centre for Effective Dispute Resolution.

2. Deposits

Information about the scope and the operation of the GGF Deposit Indemnity Fund is set out in the blue leaflet that you should have received along with this document if you are a private individual(s) customer(s). A further copy of such leaflet may be obtained from GGF Fund Ltd, 54 Ayres Street, London SE1 1EU.

3. Notice of the Right to Cancel

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

- Products such as windows which are made to measure and made to your specific requirements are exempt from the right to cancel under the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013. However in accordance with the GGF Consumer Code of Good Practice we provide you with a right to cancel without charge up to 7 calendar days after the date of this contract.
 - Products which are not made to measure – in addition to the right to cancel without charge up to 7 calendar days from the date of the contract, you have the right to cancel the contract up to 14 calendar days after the date of delivery. However you agree that the survey, erection of any necessary access equipment and installation work for such products may start before the end of this 14 day cancellation period. If you cancel we will collect the products delivered but not installed and we will charge you our reasonable costs of collection. We will also charge you our reasonable costs for the survey, access equipment and installed products up to the point of cancellation.
 - Your right(s) of cancellation referred to above can be exercised by delivering or sending a cancellation notice to the company mentioned in the next paragraph within the time periods indicated.
 - The cancellation notice may be given to Clearway Doors & Windows Ltd, 3 Manor Park Business Centre, Mackenzie Way, Cheltenham GL51 9TX; and info@clearway-d-w.co.uk
 - You may use the cancellation form provided with this contract if you wish.
 - The notice of cancellation is deemed to be served as soon as it is posted or sent to Clearway Doors & Windows Ltd or in the case of an email from the day that it is sent to Clearway Doors & Windows Ltd.
4. Following any survey which reveals significant unforeseen additional work being required at an extra cost to you or your property being unsafe or unsuitable for the work to be carried out, both you or we have the right to cancel the contract. The Survey would take place at a time agreed by you and us, but no later than 28 days after the signing of the contract (unless otherwise agreed by both parties). In event of no agreement being achieved refer to clause 1.
- In the above event you will be provided with full details of the survey findings and any deposit will be returned to you.
5. a) You will allow installation to commence within the estimated installation period. If within 6 weeks of the end of the estimated installation period, you are unable to accept an appointment for installation, 80% of the purchase price is then payable (unless you cancel products not made to measure) and installation or delivery will follow as soon as it is reasonably practicable by agreement between us.
- b) If the work is not commenced within the estimated installation period stated in the contract you may write to us requiring the work to be completed within 6 weeks or some other period agreed (preferably in writing) between you and us. If the work is not completed within this extended period you may cancel the outstanding work covered by the

contract without penalty to yourself by sending us a letter advising us of your wishes. We recommend that you send this letter by recorded delivery. In addition you will be entitled to a refund of any monies which represent a payment for the installation of material by us in excess of any work actually carried out by ourselves. However, if we carried out any work to a value which exceeds any payment made by you we will be entitled to the payment of the difference. In the event of cancellation you are entitled to deduct any additional amount which can be shown if you have to pay more than the purchase price to others to complete the installation. In any of the above cases the value of the work will be agreed by you and us. In the event of no agreement being achieved refer to clause 1.

c) We shall not be liable for any delay in the completion of the work which arises from causes beyond our control; for example fire, flooding, civil disturbances, strike action by others, criminal damage and acts of war. This is not an exhaustive list.

d) You or we are entitled to cancel this contract in the event of any serious breach of contract by you or us, for example as in 5b above; refusal to comply with the Building Regulations or refusal by us to carry out a reasonably required correction of defects.

6. You will pay us the balance of the purchase price when you are reasonably satisfied that the products have been properly installed in accordance with the terms of this contract.
7. We shall retain ownership of any goods which have not yet been fixed to your property, until the purchase price has been paid.
8. a) We will remove and dispose of all replaced existing doors, windows and/or frames unless you ask us to leave them on your premises. We cannot guarantee to salvage existing doors, windows and/or frames or fittings. Should you require any items to be salvaged they are to be removed by you prior to our installation being carried out.

b) We will be liable for any damage caused to your property which was not necessary for the completion of the contract and such damage was caused by us not exercising reasonable care and skill.
9. a) Regarding the quality and description of the goods and/or services:

We guarantee to repair where we deem it to be practicable and appropriate, and if not, to replace free of all charges for labour and materials, any product including any insulating glass unit which develops a fault (including condensation between the glasses of the unit), and the construction of the base of a conservatory if included in the installation, due to defective materials or workmanship within 10 years of the date of installation. You must notify us of any claim under the terms of this guarantee within 28 days of the discovery of the fault, preferably by sending us a recorded delivery letter.

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

- Minor imperfections within the glass and outside of the scope of the visual quality standards of the Glass and Glazing federation;
 - Damage due to misuse, neglect or lack of maintenance by you, or from causes beyond our control, for example fire, flooding, civil disturbance, criminal damage or acts of war.
 - Specialist items installed, for example electrical ventilators, batteries etc, where the manufacturer's normal guarantee will apply.
 - Any works carried out by others associated with this installation or to those parts of this installation affected by work(s) by others, other than work(s) carried out by this company or its employees or sub-contractors.
 - Internal condensation caused by excess moisture in the domestic environment, nor external condensation which can occur in certain climatic conditions especially during Spring and Autumn. We do not guarantee that the installation will reduce, eliminate or be free from internal or external condensation.
10. Nothing in these conditions will reduce your statutory rights relating to faulty or misdescribed goods and services. For further information about your statutory rights contact your Local Authority Trading Standards Service or Citizens Advice Consumer Service.

Cancellation Notice

If you wish to cancel the contract in accordance with your rights to cancel you MUST INFORM US BY MAKING A CLEAR STATEMENT (e.g. a letter delivered personally, sent by post, e-mail or fax) to the company named below. You may use this form if you want to but you do not have to.

(Complete and return this form ONLY IF YOU WISH TO CANCEL THE CONTRACT).

TO: Clearway Doors & Windows Ltd., Unit 5, Mackenzie Way, Cheltenham GL51 9TX

(Tel: 01242 513322, email: info @clearway-d-w.co.uk)

I/We (delete as appropriate) hereby give notice that I/We (delete as appropriate) cancel my/our (delete as appropriate) contract reference _____ (insert surname and "Q" reference shown on your contract), ordered on/received on (delete as appropriate)

_____ .

Signed: _____

Name and Address:
