

**\*The value of bespoke/made to measure products quoted are excluded from a consumers right to cancel.**

1. In these conditions of sale The Company means Company name and address. "The Customer" means the person, firm or company from whom an order is accepted by the Company. "Goods" means goods or services which are subject of such an order be it placed verbally or in writing.
2. The Customer agrees to purchase and have installed the Goods specified in the form of an order.
3. Orders are individually manufactured and any Goods not used in their intended location in the Customer's premises cannot be credited against the contract price.
4. The total outstanding balance is due on completion of the job after the goods have been installed or delivered in accordance with the terms of the contract. Payment is to be made to the installer in cash, cheque or by bank transfer made payable to the Company. Any outstanding balances not paid in full by the Customer on the date of the installation will be compounded at 3% over annual bank base rate.
5. Lead times given are reliant on manufacturers. Herts Glass will not be liable for any delays with the manufacturing of our products. Manufacturing can be delayed due to suppliers issues, lack of materials or damaged goods.
6. This order is accepted by the Company subject to a final technical survey, which will be carried out in daylight hours.
7. On the day of completion, it is the customers duty to confirm they are happy with the detail of the installation with the installer. If for whatever reason the customer is not satisfied, every effort will be made to rectify any issues on the day.
8. The Customer hereby acknowledges that the items and diagrams in this contract have been checked and are correct. If for whatever reason the job is not complete due to damaged goods, delays with manufacturing or unable to confirm a completion date with the customer, Herts Glass has the right to invoice the client for any products that have been installed prior to completion.
9. Risk shall pass to the Customer when Goods leave the Company's premises where the Customer collects. Risk shall pass to the Customer when Goods have been installed by the company.
10. Notwithstanding that the risk in the Goods has passed to the Customer, the ownership of the Goods shall remain with the Company which reserves the right to possession and to dispose of the goods until such time that payment has been received in full by the Company and cleared through the Company's bank account.
11. The Customer agrees to permit access to the Company, its servants and workmen to the installation address at all reasonable times in order that the Company may carry out the works scheduled. (If, within 28 days of being advised that the Company is ready to install, the Customer has not agreed to an installation date, the balance of the bespoke product\* supply cost becomes payable. A bespoke product is one that has been designed and manufactured to the Customer's specification and/or made to measure. For example, including, but not solely; glass, frame colour or hardware specification.
12. The Customer will provide the free use of a reasonable amount of water and electricity.
13. The Company will take all reasonable care of the Customer's property when carrying out the work but cannot accept liability for re-decoration. On completion, internally and externally, Herts Glass is not responsible for any finishing that isn't back to its original look.
14. The contract price does not include for the repair or replacement of any rotten timber, defective lintels, hidden services or hazardous materials such as asbestos found during the course of carrying out the works of for the repair otherwise of any other structural defects unless such work is 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. When removing an existing window, Herts Glass is not responsible for any loose plaster or tiles that may crack or give way. In the event of this happening Herts Glass will try their best to correct any issues. However, if any additional parts are needed such as lentils, plaster or tiles, this is chargeable to the client.
15. The Company does not undertake to move services, fixtures or fittings which are ancillary to the basic structure of the property, e.g. radiators, pipes, electricity, telephone or television cables and the Customer shall remove all household fixtures, including curtains, nets and blinds, before the installation is due to commence. The Company does not take any responsibility for damage caused to any of the above, if not removed by the Customer whilst work is executed unless caused by our negligence. The Company reserves the right to charge for wasted time if it is unable to carry out work due to site specific restrictions/conditions.

16. No undertaking can be given that the Customer's existing doors, windows and/or frames can be removed so as to be fit for re-use or any other purpose and they will be removed from the site and disposed of unless the Customer instructs the installer to leave them. Every effort will be made to protect and clean working areas as best as practicable, but the Company cannot be held responsible for small fragments /splinters/ particles, which may still be present.
17. The Company reserves the right to make minor variations in the specification of any of its products at its discretion and without prior notice to the Customer, in keeping with the Company's policy of continuous development and improvement. Any specification changes will be of an equal or improved product standard.
18. Any product guarantee will come into effect immediately upon completion of the works provided that the full price has been received (less any appropriate amount in the event of defects) by the Company on the due date.
19. It should be clearly understood that no alteration or cancellation of the order, if signed by the Customer "subject to building society/bank/finance company approval", can be made, unless written confirmation of the refusal of finance received from the building society/bank /finance company concerned is provided to the Company. At that time, this Contract will be deemed to be null and void and any deposit which has been paid will be returned to the Customer.
20. The delivery or installation period quoted is that anticipated at the time of the order and will be improved on if possible. In the event that this contract is not completed within the specified delivery period, the Customer may serve notice on the company in writing, requiring that the work be carried out and completed within six weeks. If the work is not completed within such extended period, the Customer may cancel the uncompleted work covered by the contract without penalty on either side and without loss of any deposit paid by serving written notice by recorded delivery post to the Company. Notwithstanding the foregoing, the Company shall not be liable for any delay in the completion of work which arises from causes beyond the reasonable control of the Company; In the event that time has been made the essence of the contract, time shall not run during such delay or when a delay due to the customer.
21. The Company does not claim or guarantee that its products eliminate or even reduce the incidence of condensation.
22. The Company will, at its sole discretion, repair or replace all goods that are or become defective by reason of faulty materials or workmanship in line with our written guarantee. This will not affect your Consumer Rights.
23. Nothing in these terms and conditions shall be interpreted as excluding or restricting the statutory rights of the Customer.
24. The formation, construction and performance of this agreement or shall be governed in all by English Law. 25. Company Registration Number  
13100715

\*Bespoke product definition — A product designed and manufactured to the customer's specification and/or made to measure

## **NOTIFICATION OF THE CUSTOMER'S RIGHT TO CANCEL**

You, as the customer, have the right to cancel the contract within 14 days without giving any reason.

The cancellation period will expire after 14 days from the day on which you acquire the physical possession of all goods described in the contract.

Your right to cancel excludes goods, which are of a bespoke nature the value of which is stated in the contract details.

To exercise the right to cancel, you must inform Herts Glass & Security Solutions Ltd of the decision to cancel the contract by a clear statement (e.g. a letter sent by post, fax or e-mail). You may use the attached model cancellation form, but this is not obligatory.

## EFFECTS OF CANCELLATION

If you cancel the contract, Herts Glass & Security Solutions Ltd will reimburse to you all payments received from you, excluding the cost of bespoke products named in the contract, but including the costs of delivery (except for the supplementary costs arising if you chose a type of delivery other than the least expensive type of standard delivery offered by Herts Glass & Security Solutions Ltd.

Herts Glass & Security Solutions Ltd may make a deduction from the reimbursement for the loss in value of any goods supplied, if the loss is the result of any unnecessary handling by you.

Herts Glass & Security Solutions Ltd will make the reimbursement without undue delay and not later than

- (a) 14 days after the day on which the goods are received back from you, or
- (b) (if earlier) 14 days after the day you provide evidence that you have returned the goods, or
- (c) if there were no goods supplied, 14 days after the day on which Herts Glass & Security Solutions Ltd was informed about your decision to cancel this contract.

Herts Glass & Security Solutions Ltd will make the reimbursement using the same means of payment which you used for the initial transaction, unless you have expressly agreed otherwise; in any event, you will not incur any fees as a result of the reimbursement.

Where you have already received the goods, Herts Glass & Security Solutions Ltd shall collect the goods from you at Herts Glass & Security Solutions Ltd own expense.

If you have requested to begin the performance of any services contracted for within the contract, during the cancellation period, you shall pay Herts Glass & Security Solutions Ltd an amount which is in proportion to what has been performed until you have communicated the decision to cancel this contract, in comparison with the full coverage of the contract.

## CANCELLATION FORM

Herts Glass & Security Solutions Ltd Unit 1 Ashley House, Vale Industrial Estate, Tolpits Lane WD18 9QP

I/We hereby give notice that I/We cancel my/our contract with you.

Name	
Address	
Signature	
Date	