**TERMS AND CONDITIONS**

Homeseal Ltd terms and conditions for the supply of goods and services to consumers.

**1. INTERPRETATION**

1.1 The definitions in this clause apply in the terms and conditions set out in this document: Goods: the products that are selling to you as set out in the order. Installation services: the installation services as detailed overleaf which you agree to purchase from us. Order: your order for the goods and/or installation services as set out in clause 2.5. Price: is as defined in clause 9.1 of these terms. Terms: the terms and conditions set out in this document and any special or additional terms and conditions agreed in writing by the company and recorded overleaf. We, us or our: Homeseal Ltd (co 12399806) who registered address is unit 8 Storforth lane trading estate S41 0QD Writing: or written includes faxes and email.

1.2 Headings do not affect the interpretation of these terms.

 2. **OUR CONTRACT WITH YOU**

2.1 (a) These are the terms and conditions on which we supply the goods and or installation services to you; (b) Please ensure that you read these terms carefully, and check that the details on the order are complete and accurate, before you sign the order. If you think that there is a mistake, please contact us to discuss, and please make sure that you ask us to confirm any changes in writing to avoid any confusion between you and us. (c) We consider that these terms and the order constitute the whole agreement between you and us.

2.1 Any samples, drawing, or advertising we issue, and any illustrations contained in our catalogues or brochures, are produced solely to provide you with an approximate idea of the goods they describe. The units specified on the order will be manufactured according to the published specification, but pursuant to our policy of continuous improvements to our products, we must reserve the right to modify such specifications from time to time.

2.2 We may need to make changes to the specification of the goods if required to conform with any applicable safety or other statutory requirements.

2.3 If any of these terms are inconsistent with any term of the order, the order shall prevail.

2.4 The order is an offer by you to enter into a binding contract, which we are free to accept or decline at our absolute discretion.

2.5 These terms shall become binding on you and us when we issue you with written acceptance of an order at which point a contract shall come into existence between us.

2.6. The consumer rights directive gives customers a 14-day cooling off period. However, made to measure and bespoke products are exempt, As the installation products supplied are tailored exactly to customers specified requirements. I declare that I understand this

2.7 We have the right to revise and amend these terms from time to time. You will be subject to the policies and terms in force at the time that you order the goods from us, unless any change to those policies or these terms is required by law or government or regulatory authority (in which case, it will apply to orders you have previously placed that we have not yet fulfilled).

**3. THE GOODS**

3.1 We warrant that on delivery the goods shall: (a) conform in all material respects with their description (please note windows and conservatories made from wood will always vary in appearance, particularly when finished wood stains are applied. Each tree has individual characteristics, some wood stain colours when applied may appear lighter or darker and we can take no responsibility for colour variation or matching existing colours and will not enter into any discussions in this regard); (b) be of satisfactory quality; (c) be fit for any purpose we say the goods are fit for or for any reasonable purpose for which you use the goods; (d)be free from material defects in design, material and workmanship (please note we cannot accept liability for imperfections of a minor or insignificant nature – this is in accordance with the guidelines set out by the Glass and Glazing Federation); and € comply with all applicable statutory and regulatory requirements.

3.2 The warranty is in addition to your legal rights in relation to goods which are faulty, or which otherwise do not conform with these terms. Advice about your legal rights is available from your local Citizens Advise Bureau or Trading standards Office.

3.3 This warranty does not apply to any defect in the goods arising from fair wear and tear, wilful damage, accident, negligence by you or any third party, if you use the goods in a way that we do not recommend, your failure to follow our instructions, or any alteration or repair you carry out without our prior written approval.

3.4 We will take reasonable steps to protect the goods properly and to ensure that you receive you order in good condition.

3.5 These terms apply to any repaired or replacement goods we supply to you in the unlikely event that the original goods are faulty or do not otherwise conform with these terms.

**4. DEFECTIVE GOODS AND RETURN**

4.1 In the unlikely event that the goods do not conform with these terms, please let us know as soon as possible after delivery. Subject to clause 4.3 we will check whether the goods are faulty and if so, we will: (a) provide you with a full or partial refund; or (b) replace the goods; or (c) repair the goods.

4.2 These terms will apply to any repaired or replacement goods we supply to you.

4.3 If any due payment is outstanding, we may refuse to carry out remedial works (including any guarantee provisions) where reasonable.

**5. DELIVERY**

5.1 Delivery and/or installation dates suggested and marked overleaf are estimates only and subject to our written confirmation. Whilst we will use reasonable endeavours to effect delivery and complete installation by estimated dates, you shall not be entitled to terminate this contract by reason only of our failure to effect delivery or complete installation by estimated dates.

5.2 We will endeavour to meet the estimated time frame for delivery and installation. In the event of delays in completing works, you will be kept informed. If there are any special circumstances which make the estimated completion date particularly important, these should be notified to us in writing prior to you placing the order.

**6. INSTALLATION**

6.1 We will carry out only the installation services shown overleaf and on any final survey sheet.

6.2 You will permit us (and our agents, employees and contractors) access to the installation site at all reasonable times so that we may complete the installation between the hours of 8.00am and 5.00pm.

6.3 Neither us (nor our agents, employees or contractors) will be responsible for any structural defects or underground obstructions existing in the installation site at the time of commencement of the works and which become evident as the installation services progress.

6.4 We cannot accept liability for imperfections of a minor or insignificant nature.

6.5 We will rectify any damages to plastering caused during installation to the areas close (in our reasonable opinion) to the items being replaced, but we cannot undertake to match exact finishes such as external rendering.

6.6 We will take the utmost care when removing windows and doors where tiling has been fitted up to the windows and doors, but can take no responsibility or accept any liability for damaged tiles which break under flexing when removing windows and doors as it is almost certain that tiles will break in this situation.

6.7 It is your responsibility to remove and replace curtains, blinds and pelmets. We will not be required to remove existing fittings and materials so that they may be capable of reuse. It is not possible to ensure an exact match to existing brickwork due to manufacturing processes, however we will use reasonable endeavours to obtain as close a match as possible.

6.8 We can provide, at an additional cost, a skip for the removal of waste material from the site. If you make alternative arrangements for the removal of waste material, we cannot accept liability in respect of accident, injury or damage resulting from your inability to arrange for the safe disposal of such waste material.

6.9 We are unable to guarantee that consideration will be eliminated following installation and give no warranty in this regard.

6.10 We are not permitted to move telephone cables and junction boxes attached to existing window frames. It is your responsibility to arrange with your telephone provider for the relocation of these, either before or during installation.

6.11 It is your responsibility to ensure that any alarm systems attached to doors or windows which are to be replaced are disconnected before installation (and replaced and connected following installation).

**7. APPROVALS**

7.1 We will arrange certification in accordance with the relevant building regulations where appropriate.

7.2 Unless otherwise agreed it is your responsibility to obtain all relevant and necessary approvals, including but not limited to any deed of convenient or landlord approval and/or those local authorities in respect of building regulations, planning permission, alterations to listed buildings or alterations carried out in a conservation area. We cannot be held responsible for any delay in completion of the contract, or other loss directly arising from your failure or delay in obtaining any of the above. Any costs associated with taking down or removing an installation in these circumstances will be the chargeable to you.

7.3 Any additional work found to be necessary subsequent to this contract being entered into in order to obtain or comply with any statutory or other approval or consent will (if undertaken by us) be charged to you in full.

**8. TITLE AND RISK**

8.1 The goods will be your responsibility from the time of delivery.

8.2 Ownership of the goods will only pass to you when we receive payment in full of all sums due for the goods, including delivery charges.

**9. PRICE AND PAYMENT**

**9.1** The price shall be the sim set out overleaf and shall be paid as follows: (a) for conservatories – Staged payments will be applied (b) for windows - supply and fit: (i) a deposit of 25% of the price payable (ii) the final 75% of the price payable on completion of the installation. (c) for all other products - supply only; (i) a deposit of 25% of the price payable as in (a) (i) above; (ii) the final 75% of the price payable 5 days prior to delivery. PLEASE NOTE. Any project over £10,000 will require a 50% deposit.

9.2 These prices include VAT. However, if the rate of VAT changes between the date of order and the date of delivery, we will adjust the VAT you pay, unless you have already paid for the goods in full before the change in the rate of VAT takes effect.

9.3 If you do not make any payment due to us by the due date for payment, we may charge interest to you on the overdue amount at the rate of 5% a year above the base rate of Barclays PLC. This interest shall accrue on a daily basis from the due date until the date of the actual payment of the overdue amount, whether before or after judgment. You must pay us interest together with the overdue amount.

9.4 Without limiting any other remedies or rights that we may have, if you do not pay us on time, we may cancel or suspend any other outstanding order until you have paid the outstanding amounts.

9.5 We agree to fully investigate any alleged defect notified to us by you provided we have received full payment of all sums due and payable to us by you.

10. **OUR LIABILITY TO YOU**

10.1 Subject to clause 10.3 below, if we fail to comply with these terms, we are only responsible for loss or damage you suffer that is a foreseeable result of our breech of the terms or our negligence, but we are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if they were obvious consequence of our breach or if they were contemplated by you and us at the time we entered into this contract.

10.2 We only supply the goods for domestic and private use. You agree not to use the goods for any commercial, business or re-sale purpose.

10.3 We shall not be responsible for losses or damages that fall into the following categories: (a) loss of income or revenue; (b) loss of profit; (c) indirect loss; (d) consequential loss; (e) loss of business; (f)loss of anticipated savings; (g) loss of data; or (h) damages for disappointment or inconvenience, however, this clause 10.3 shall not prevent claims for foreseeable loss of, or damage to, you physical property.

10.4 Our total liability to you in respect of all losses arising under or in connection with the contract shall not exceed the total amount paid by you under the contract.

10.5 We do not exclude or limit in any way our liability for; (a) death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors; (b) fraud or fraudulent misrepresentation; (c) breach of the terms implied by section 12 of the sale of goods act 1079 (title and possession); (d) breach of the terms implied by sections 13, 14 and 15 of the sale of goods act 1079 (description, satisfactory quality, fitness for purpose and samples); and (e) defective products under the consumer protection act 1987.

11. **CONSUMER RIGHTS**

**11.1** The consumer rights directive gives customers a 14-day cooling off period. However, made to measure and bespoke products are exempt, As the installation products supplied are tailored exactly to customers specified requirements. I declare that I understand this

11.4 No provision of these terms and conditions will adversely affect the rights of any consumer (as defined in the unfair contract terms act 1977, the unfair terms in consumer contracts regulations 1999 and consumer protection (Distance selling) regulations 2000)

12. **EVENTS OUTSIDE OUR CONTROL**

12.1 We will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations under these terms that is caused by events, any of our obligations under these terms that is caused by events outside our reasonable control (a "Force Majeure Event")

12.2 A force majeure event includes any act, event, non-occurrence, omission or accident beyond our reasonable control and includes, in particular (with our limitation), the following: (a) civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not) or threat or preparation for war; (b) fire, explosion, inclement weather, storm, flood, earthquake, subsidence, epidemic or other natural disaster; (c) impossibility of the use of railways, shipping, aircraft, motor transport or other means of public or private transport; (d) impossibility of the use of public or private telecommunications networks; (e) the acts, decrees, legislation, regulations or restrictions of any government. (f) pandemic or epidemic.

13. **TRANSFER OF RIGHTS AND OBLIGATIONS**

13.1 We may transfer our rights and obligations under these terms to another organisation, but this will not affect your rights or our obligations under these terms.

13.2 You may not transfer your rights and obligations under these terms to any other person.

14. **NOTICES AND COMMUNCIATIONS**

14.1 If you wish to contact us in writing, or if any clause in the terms requires you to give us in notice in writing (for example, to cancel the contract), you can send this to us by email, by hand, or by post to Homeseal Ltd at Unit 8 Storforth lane Trading estate S41 OQD by email to info@homesealhomeimprovements.co.uk. We will confirm receipt of this by contacting you in writing. If we have to contact you or give you notice in writing, we will do so by email, by hand, or by post to the address you provide to us in the order.

15. **GENERAL**

15.1 If any court or competent authority decides that any of the provisions of the terms are invalid, unlawful or unenforceable to any extent, the term will, to that extent only, be severed from the remaining terms, which will continue to be valid to the fullest extent permitted by law.

15.2 If we fail, at any time while these terms are in force, to insist that you perform any of your obligations under these terms, or if we do not exercise any of our rights or remedies and will not means that you do not have to comply with those obligations. If we do waive a default by you, that will not mean that we will automatically waive any subsequent default by you. No waiver by us of any of these terms shall be effective unless we expressly say that it is a waiver and we tell you so in writing.

15.3 A person who is not party to these terms shall not have any rights under or in connection with them under the contracts (right of third parties) Act 1999

15.4 These terms shall be governed by English Law and we both agree to the exclusive jurisdiction of the English courts.