

# Merstham Glass Ltd

## Terms & Conditions / Conditions of Sale

### 1. General

- a) In these conditions the person signing the acceptance slip or contract is referred to as the Customer and the company who is supplying the products detailed in the schedule is referred to as 'The Company'.
- b) The customer is contracting directly with the company for the supply and installation (where necessary) of the products and services detailed and payments must be paid directly to the company.
- c) The description of the company's products and their effect is set out in the company's current literature which is freely available. No additional representation shall bind the company unless the same has been put into writing by a director. From time-to-time improvements and changes are made to the company's products. The customer acknowledges and agrees that he shall receive delivery of products which comply with the company's latest basic design and specification may be affected without notice to the customer provided that the product shall be of equal or greater to the customer.
- d) This contract contains all the terms and conditions agreed between the company and the customer and no variations of these terms and conditions shall bind either party unless previous agreement in writing signed by both the customer and a director of the company.
- e) No omission by the company whether by way of indulgence or otherwise of failure to enforce or delay in enforcing the company's rights here under shall be constructed as a waiver of any of the company's rights.

### 2. Survey

- a) This agreement is subject to a detailed survey being carried out by the company or its agents and the company alone may as a result thereof in its absolute discretion and without ascribing any reason cancel all or part of this contract at any time to the installation commencing.
- b) If it is found during the survey that additional work is necessary which is not covered by this contract to ensure that the completed installation is up to the company's standard then the cost of such additional work will be notified to the customer before the installation commences. If the customer is not prepared to bear this additional cost then the company reserves the right to vary the terms of its guarantee or to cancel the contract as in 2a.
- c) Building and base works are subject to ground conditions. These are not exposed until work commences, so these works cannot be assessed during survey. For conservatory estimates, our estimate includes for a 600mm deep strip concrete foundation (unless stated otherwise). Should conditions dictate that additional works are required, the customer will be informed of any additional cost. If the customer will not meet the additional cost, the customer must pay for work to date and any re-instatement of the site.
- d) In the event that additional costs are required after survey and the customer does not wish to proceed any deposit payments made are fully refundable. If the customer decides post survey that they no longer wish to proceed a survey fee will apply and be deducted before the deposit is refunded. All refunds are processed within 7 working days and sent out by cheque.
- e) All estimates are valid for 30 days unless stated.

### 3. Delivery

- a) The company will use its best endeavours to install the products scheduled within the period quoted to the customer. If the work specified is not completed within this period, the customer may serve a notice on the company requiring that the work be completed within such a reasonable period as the customer may specify (in general the company would accept six weeks as being reasonable). If the work is not completed within such an extended period the customer may cancel the uncompleted work covered by this contract by the service of written notice to that effect on the company as its Registered Office

b) Notwithstanding the foregoing i) the company shall not be liable for any delay that arises from circumstances beyond the reasonable control of the company, including manufacturers delays or damaged products which have been delivered to us. In the event that time has been made in the essence of the contract time shall not run during any period when delay on that account is operating and ii) cancellation of any uncompleted work shall be without prejudice to the customers liability to pay for such part of the work as has been completed.

c) The property in the products, the title to the products, and the ownership of the products shall remain with the company and will not pass to the customer until the total price has been paid to the company. No work will be carried out by the company under the guarantee until the total price has been paid to the company.

#### **4. Guarantee**

a) All glass used shall be of good quality but the company shall be under no liability whatsoever in respect of minor blemishes or imperfections which are not guaranteed by the glass manufacturers (not noticeable at a distance of 1.5m)

b) The company does not guarantee that the installation of the products specified will effect the incidence of condensation in the building and a leaflet describing the causes and remedies of condensation is available from the company. The company does guarantee that condensation will not form between the panes of the double glazed sealed units during the period of the guarantee.

c) The company undertakes to replace or repair free of charge any hardware product that proves defective as a result of faulty materials or workmanship within a period of 5 years from the date of installation.

d) We guarantee new installations for 10 years on framing materials and fitting. We pass on our suppliers guarantee for all products supplied and fitted by us. See our suppliers guarantee information on our website – [www.mersthglass.co.uk/guarantee](http://www.mersthglass.co.uk/guarantee).

All our guarantees assume fair wear and tear is accepted by all parties, damage however caused is not covered. Should the property change ownership within that period the guarantee is fully transferable.

e) Sprayed PVC products are guaranteed for 12 months.

f) Notwithstanding the foregoing the company shall not be liable to repair or replace any item which in its opinion has suffered damage due to misuse accident or premature deterioration due to the customers failure to satisfactorily maintain the product. The principle of fair wear will be applied in all cases.

g) These conditions state the full liability of the company in respect of disputes and the company shall not be liable for consequential loss of any nature whatsoever including loss of earnings. No further guarantee warranty or representation is given or made as to the products or installation of them by the company or its agents.

#### **5. Liability**

a) The company shall not be liable to pay for any work carried out by any other person firm or company engaged by the customer whether by way of rectification completion to or in respect of the contract works to be performed by the company unless such an engagement shall have been agreed by a director of the company in writing.

b) Liability whether in respect of one claim or in the aggregate arising from the installation of the company's product shall not in any event exceed the cash price stated.

#### **6. Installation**

a) The company will make good any damage caused in the course of installation to plaster floor rendering or brickwork immediately surrounding any window or door installed by the company but under no circumstances can the company guarantee matching ceramic or other tiles or specialised finishes such as Tyrolean or Pebble-dash, nor can the colour of the making good or rendering be guaranteed to match the existing rendering. Any tiles that are fitted incorrectly will not be replaced or re-fitted. The company does not provide or apply any decorative finish to such making good.

b) The company and its servants will do their utmost to keep any damage to a minimum but it cannot guarantee to avoid damage to wallpaper or paintwork surrounding the installation and any redecoration as a result of such damage shall be the responsibility of the customer.

c) The company will not be liable for damage of any description arising from the installation or use of the products where such damage is due to defects in the fabric of the building which existed prior to the installation of the company's products whether such damage was detected at survey or not. The company will notify the customer of any such defect if it is thought that the defect will prejudice the performance of the company's products.

d) We do not remove or re-fit curtains, blinds or shutters. It is not part of our costing, unless you have specifically asked us to carry out this work. Our installers will, if asked, try to leave you with some screening at bedroom windows. If you are concerned after talking to our surveyor about any delicate, expensive or complicated curtains, blinds, pelmets or shutters, please contact your installer to carry out the removal and replacement. Merstham Glass will not be held responsible for damage to curtains or blinds that are present during the installation process.

e) We wish to make you aware that during replacement work there is a risk of damage to cables run on, or through, frames to be removed. If any damage occurs you are liable for any resulting costs. You could elect to have the cables removed and replaced by your supplier's. This will involve costs and inconvenience as you could be without these services until the work is complete. (unless you re-site the cable/s away from the frames). In most cases we think leaving the cables for us to try and re-route behind the new frames is an acceptable risk as usually no damage occurs, but as always, the decision is yours.

## **7. Finance and Payment**

a) Payment of the final balance is due on practical completion and inspection by the customer or its agents or on delivery of the products or any of them in the case of 'Supply Only' contracts. Payment must be by way of finance facility, cash, bankers draft, cheque, debit/credit card or money orders payable to Merstham Glass Ltd.

b) The customer shall not be entitled to withhold payment by reason for any alleged minor effect which would normally be dealt with under our guarantee. In the event that we are unable to complete works in full (practical completion) Merstham Glass Ltd will request a "part payment" against your account to cover the items we have supplied and fitted.

c) If we do not receive your payment on completion Merstham Glass Ltd will contact you via telephone/email after 7 working days to request payment. If we do not receive payment within 30 days of job completion Merstham Glass Ltd will send you a "final warning" letter via email and by post. If we do not receive payment within 10 working days after a "final warning" letter has been sent we will pass your paperwork and contact information to our chosen debt collection company, a charge of 10% of the total amount due will be added to your account.

d) Once your paperwork and contact information has been passed to our chosen debt collection company, we will no longer be able to discuss your outstanding account or take payment. All communication and payments including late payment fees will be dealt with by them.

## **8. Access**

a) The customer agrees to provide the company and its servants or agents with reasonable access to the customer's premises between 8.00am and 6pm on Monday to Friday until the installation has been complete and the products paid in full. In the event of the customer failing to give the company its servants or agents access to the premises for a period of twenty eight days from a request in writing by the company shall be entitled to terminate the agreement at the expiry of such period but without prejudice to its rights and liabilities hereunder and in particular to its right to receive payment for any works done or products manufactured, purchased or supplied to that date.

## **9. Cancellation**

a) Upon signing by the customer the acceptance document, or receiving a confirmation email (email to contain name, quote number and total cost) a binding contract shall be created details which are given and such contract shall not be subject to cancellation by the customer although the company reserves the right to cancel the contract within the conditions above and in such circumstances alone return any deposit paid in full and without interest.

b) Without prejudice to its right to claim damages for breach of contract the company may at its sole discretion in appropriate cases agree to the cancellation of a contract by the customer upon payment to the company for all expenses incurred by it prior to the date of cancellation such an agreement to be set in writing and signed by a director of the company and countersigned by the customer.

c) The Consumer contracts (information, cancellation and additional charges) Regulations 2013. You have 14 days after you sign the contract during which you may cancel the contract without paying a penalty. This is known as

"cancellation period" If you would like to cancel the contract you should fill in our cancellation form and return it to Merstham Glass Ltd, 24 High Street, Merstham RH1 3EA.