

Merstham Glass Ltd

Terms & Conditions / Glazing & Repairs

1. General

a) In these conditions the person signing the acceptance slip or confirmation that they wish to proceed with the estimated works 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 direct 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/Additional Costs

a) This agreement is subject to a survey/call and measure 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 after the initial survey/estimate 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.

c) In the event that additional costs are required after the initial survey/estimate and the customer does not wish to proceed any deposit payments made are fully refundable.

e) All estimates are valid for 30 days unless stated.

3. Leaded Lights

a) We can not guarantee that replacement leaded lights will match the originals, our surveyor will show you a sample of what we can supply/install at estimate stage.

4. Roof Repairs/Leaks

a) We do not guarantee any works which involve for us to "attempt" to cure a leak to a conservatory, window or door which has not been fitted by us. We will provide an estimate to carry out a repair which we believe will solve the problem.

b) Any additional visits to site after we have attempted to repair a leak are chargeable at a rate of £65.00 per hour excluding VAT.

5. Our 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). Our guarantee is for 5 years from the date of installation against the failure of sealed units or any aspect of the fitting.

b) Sealed units glazed into Timber frames not fitted by us are not guaranteed due to the fact that it is no longer a recognised glazing system by our suppliers. This is because water can be trapped within the rebates due to lack of drainage and in most cases, this will cause the sealed units to fail.

c) Sealed units glazed into Aluminium wrap around doors are guaranteed for 1 year.

d) Our guarantee is for 6 months from date of installation against handles, hinges, locks or moving parts that prove defective because of faulty materials or workmanship.

e) 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.

f) 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.

6. 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.

7. Access / Installation

a) It is the customer's responsibility to remove any furniture including curtains, blinds, ornaments, and anything else that may obstruct our glaziers during installation. Any damage caused to items not removed prior to our site visit are the responsibility of the customer.

b) Outdoor works are always weather permitting, and this may cause delays.

8. Payment

a) We require a 50% deposit for all glazing and repair works, the balance is due on the day works are complete either direct to our glazier on site or via debit/credit card over the phone.

b) 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.

c) 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.

d) 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.

e) 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.

f) Mersham Glass Ltd is authorised and regulated by the Financial Conduct Authority. Registration No: FRN824766. We are a credit broker not a lender and have a facility with one lender.

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.