

Where to find information about us and our products

You can find everything you need to know about us, Clearway Doors and Windows Ltd, and our products on our website (www.clearwaydoorsandwindows.co.uk) or from our sales staff before you order. We also confirm the key information to you in writing before or after you order, either by email or on paper.

When you buy from us you are agreeing that:

- We only accept orders when we've checked them.
- Sometimes we reject orders.
- We charge you a deposit when you place your order.
- We charge interest on late payments.
- We pass on increases in VAT.
- We're not responsible for delays outside our control.
- Products can vary slightly from their pictures.
- You have a legal right to change your mind.
- You can end an on-going contract (find out how).
- You have rights if there is something wrong with your product.
- We can change products and these terms.
- We can suspend supply (and you have rights if we do).
- We can withdraw products.
- We can end our contract with you.
- We don't compensate you for all losses caused by us or our products.
- We use your personal data as set out in our Privacy Notice.
- You have several options for resolving disputes with us.

By agreeing to this quotation / agreement you are also consenting to your personal data being shared with third parties for the purposes of fulfilling the requirements of the Competent Person Scheme for self-certification under the Building Regulations. Personal data includes title, name, address, telephone and email details. This data will be used to provide essential documentation and will be retained on files for the lifetime of the guarantees which do not exceed 10 years.

We charge you a deposit when you order

A deposit will be payable when you place your order. The balance is not usually payable until installation.

We only accept orders when we've checked them

We will contact you to confirm we've received your order and the deposit, and to confirm we've accepted it, subject to a satisfactory survey.

Sometimes we reject orders

Sometimes we reject orders. If this happens, we will let you know as soon as possible and refund any sums you have paid.

We can withdraw products

We can stop providing a product. If this happens we will let you know as soon as possible and we refund any sums you've paid in advance for products which won't be provided.

Products can vary slightly from their pictures

A product's true appearance may not exactly match that shown on your device. Because our products are handmade, all sizes, weights, capacities, dimensions and measurements indicated on our website can vary slightly.

We can change products

We can always change a product:

- to reflect changes in relevant laws and regulatory requirements;
- to make minor technical adjustments and improvements, for example to address a security threat. These are changes that don't affect your use of the product or its purpose;

if this will lead to a change in the price of the product we will let you know, and may allow you to terminate the contract.

You are responsible for the accuracy of your measurements

If we're making or supplying the product to measurements you provide, you're responsible for making sure those measurements are correct. If the measurements that you provide are inaccurate you will still have to pay us.

Carrying out a survey

Where a product is to be installed at your property we will need to carry out a survey of your property to ensure that it is suitable, and to calculate the dimensions of the products required. We will contact you to arrange a suitable date and time, usually within 4 weeks of the date we accept your order, unless agreed otherwise.

Cancellation

If the survey reveals that significant unforeseen additional work will be required at extra cost, or that the property is unsuitable for the installation we will notify you and both you and us will have the right to cancel the contract. Any sums you have paid will be refunded to you.

You or we are entitled to cancel this contract if the other commits a serious breach of the contract, for example you refuse to comply with Building Regulations or we refuse to correct defects when reasonably required to do so.

We charge you if you don't give us information we need or do preparatory work as agreed with us

We charge you additional sums if you don't give us information we've asked for about how we can access your property for delivery, installation or to provide other services, or if you don't do preparatory work for installation, as agreed with us. For example, we might need to re-deliver on another vehicle or with extra manpower or reschedule services.

You have a legal right to change your mind

Your legal right to change your mind. Most of our products are made to measure so are exempt from the right to cancel under the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013. However, in accordance with the Glass & Glazing Federation Consumer Code of Good Practice we do provide you with a right to change your mind about your purchase and receive a refund of what you paid for it, if you notify us in writing within 7 days of the date that you place your order. To do this you must contact our Customer Service Team: (email info@clearway-d-w.co.uk Tel: 01242 513322). This is subject to some conditions, as set out below:

When you can't change your mind. You can't change your mind about an order for:

- services, once these have been completed;
- goods that are made to your specifications or are clearly personalised; and
- goods which become mixed inseparably with other items after their delivery.

The deadline for changing your mind. If you change your mind about a product that has not been made to measure you must let us know no later than 14 days after we confirm we have accepted your order.

However, if you have agreed that the survey of your property or the installation of the goods is to take place or start within that 14-day period, then we have the right to charge you for any costs incurred by us before cancellation. This will include the cost of any access equipment and any goods actually installed. We will collect any glazing units delivered but not installed, and will charge you the reasonable costs of collection.

How to let us know. To let us know you want to change your mind, contact our Customer Service Team (email info@clearway-d-w.co.uk Tel: 01242 513322), or fill in and return the cancellation form provided with these terms.

You may have to return the product at your own cost. If your product is goods, for example, a display cabinet, you have to return it to us within 14 days of your telling us you have changed your mind. Returns are at your own cost. You can:

- bring the product to our factory at Unit 5, Mackenzie Way, Cheltenham, GL51 9TX. You will need your receipt and the card you paid with.
- send the product back to us, using an established delivery service. If you do this you should keep a receipt or other evidence from the delivery service that proves you have sent it and when you sent it. If you don't do this and we don't receive the goods at all or within a reasonable time we won't refund you the price. For help with returns, contact our Customer Service Team (email info@clearway-d-w.co.uk Tel: 01242 513322).

We reduce your refund if you have used or damaged a product. If you handle the product in a way which would not be acceptable in-store, we will reduce your refund, to compensate us for its reduced value. For example, we reduce your refund if the product's condition is not "as new" or accessories are missing. In some cases, because of the way you have treated the product, no refund may be due.

When and how we refund you. If your product is a service or goods that haven't been delivered, we refund you as soon as possible and within 14 days of you telling us you've changed your mind. If your product is goods that you're sending back to us, we refund you within 14 days of receiving them back from you (or us collecting them). We will refund you by the same method you used for payment. We don't charge an administration fee for the refund.

Installation

You will allow installation to commence within the estimated installation period.

If we are unable to commence the installation within the estimated installation period you may write to us requiring the work to be completed within a further period of 6 weeks. If the work is not completed within this further period then you may cancel the outstanding work covered by the contract. You will then be entitled to a refund of any monies that represent payment for the installation not carried out. However, you will be required to pay for any work to a value which exceeds any payment already made by you. In the event of cancellation you are entitled to deduct from the outstanding balance any amount which can reasonably be shown to have been paid to another installer to complete the installation.

Payment of the balance

You will pay the balance of the price within 7 days of the installation of the products.

If you have not accepted an appointment for the installation of the products within 6 weeks following the end of the estimated installation period, you will be required immediately to pay 80% of the total purchase price.

We will own the goods until they are paid for in full

You will only own the goods once we have received payment for them in full.

If you do not pay, then we could enter your property and remove goods that have not been paid for.

We charge interest on late payments

If we're unable to collect any payment you owe us we charge interest on the overdue amount at the rate of 4% a year above the Bank of England base rate from time to time. This interest accrues on a daily basis from the due date until the date of actual payment of the overdue amount, whether before or after judgment. You pay us the interest together with any overdue amount.

We pass on increases in VAT

If the rate of VAT changes between your order date and the date we supply the product, we adjust the rate of VAT that you pay, unless you have already paid in full before the change in the rate of VAT takes effect.

Our goodwill guarantee.

We offer our UK customers a goodwill guarantee for most products purchased. This goodwill guarantee does not affect your legal rights if there is something wrong with your product.

Our goodwill guarantee covers:

- we will remove and dispose of all doors, windows and frames that we remove unless you ask us to leave them. We cannot guarantee the condition of the existing doors, windows and frames following removal. If you wish to salvage them, you should remove them yourselves prior to our installation.
- we will be liable for any damage caused to your property which was not necessary for the completion of the installation if such damage was caused by us not exercising reasonable skill and care.
- if a product develops a fault due to defective materials or workmanship within 10 years of the date of installation we will repair a faulty product where practicable and appropriate and, if not, we will replace it free of charge. Faults can include condensation between the glasses of a unit, and problems with the construction of the base of a conservatory (if we built it for you). You must notify us within 14 days of discovering the fault by sending us a letter by recorded delivery (or hand delivering a letter) containing details of the fault to: 3 Manor Park Business Centre, Mackenzie Way, Cheltenham, GL51 9TX. If you do not do this within the 14 days, you will lose your right to have the defect repaired or replaced free of charge.

Please note that the guarantee does not cover:

- 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, or 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.

You have rights if there is something wrong with your product

If you think there is something wrong with your product, you must contact our Customer Service Team: (email info@clearway-d-w.co.uk Tel: 01242 513322). We honour our legal duty to provide you with products that meet all the requirements imposed by law. Your legal rights are summarised below. These are subject to certain exceptions. For detailed information please visit the Citizens Advice website www.citizensadvice.org.uk. Remember too that you have several options for resolving disputes with us.

Summary of your key legal rights

If your product is **goods**, for example windows, doors and display cabinets, the Consumer Rights Act 2015 says goods must be as described, fit for purpose and of satisfactory quality. During the expected lifespan of your product your legal rights entitle you to the following:

- Up to 30 days: if your goods are faulty, then you can get a refund.
- Up to six months: if your goods can't be repaired or replaced, then you're entitled to a full refund, in most cases.
- Up to six years: if your goods do not last a reasonable length of time you may be entitled to some money back.

If your product is **services**, for example the installation of windows, doors or a conservatory, the Consumer Rights Act 2015 says:

- You can ask us to repeat or fix a service if it's not carried out with reasonable care and skill, or get some money back if we can't fix it.
- If a price hasn't been agreed upfront, what you're asked to pay must be reasonable.
- If a time hasn't been agreed upfront, it must be carried out within a reasonable time.

We can suspend supply (and you have rights if we do)

We can suspend the supply of a product:

- to deal with technical problems or make minor technical changes;
- to update the product to reflect changes in relevant laws and regulatory requirements; or
- to make changes to the product.

We can end our contract with you

We can end our contract with you for a product and claim any compensation due to us if:

- you don't make any payment to us when it's due and you still don't make payment within 7 days of our reminding you that payment is due;
- you don't, within a reasonable time of us asking for it, provide us with information, cooperation or access that we need to provide the product, for example, allowing our surveyor access to the property, or failure to cooperate with Building Regulations requirements;
- you don't, within a reasonable time, either allow us to deliver the product to you or collect it from us. If you have said you will collect a product but you don't do this within 14 days then (unless the product is made to your specifications or is clearly personalised) we may treat your order as cancelled. If the product is made to your specifications or is clearly personalised, we will store the product until you allow us to deliver it or until you collect it. We will charge you for the storage costs incurred during this time.

We don't compensate you for all losses caused by us or our products

We're responsible for losses you suffer caused by us breaking this contract unless the loss is:

- **Unexpected.** It was not obvious that it would happen and nothing you said to us before we accepted your order meant we should have expected it (so, in the law, the loss was unforeseeable).
- **Caused by a delaying event outside our control.** As long as we have taken all reasonable steps, we are not responsible for delays outside our control. If the delay is going to be substantial we will let you know and you may have the right to end the contract and receive a refund for any products you have paid for in advance, but not received, less reasonable costs we have already incurred.
- **Avoidable.** Something you could have avoided by taking reasonable action.
- **A business loss.** It relates to your use of a product for the purposes of your trade, business, craft or profession or you suffer any loss in connection with your trade, business, craft or profession.

We use your personal data as set out in our Privacy Notice

How we use any personal data you give us is set out in our Privacy Notice available on our website.

You have several options for resolving disputes with us

Consumer Code of Practice. 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.

Resolving disputes without going to court. Alternative dispute resolution is an optional process where an independent body considers the facts of a dispute and seeks to resolve it, without you having to go to court. You can submit a complaint to The Glazing Arbitration Scheme through their website at <http://www.tgas.org.uk/> or alternatively, you can submit a complaint to the GGF Conciliation Service through their website at <https://www.ggf.org.uk/technical-hub/conciliation-service/>. If you're not satisfied with the outcome you can still go to court.

You can go to court. These terms are governed by English law and wherever you live you can bring claims against us in the English courts. If you live in Wales, Scotland or Northern Ireland, you can also bring claims against us in the courts of the country you live in. We can claim against you in the courts of the country you live in.

Other important terms apply to our contract

We can transfer our contract with you, so that a different organisation is responsible for supplying your product. We'll tell you in writing if this happens and we'll ensure that the transfer won't affect your rights under the contract.

You can only transfer your contract with us to someone else if we agree to this. If you are selling the property where our products are installed you can ask us to transfer our guarantee to the new owner of your property.

Nobody else has any rights under this contract. This contract is between you and us. Nobody else can enforce it and neither of us will need to ask anybody else to sign-off on ending or changing it.

If a court invalidates some of this contract, the rest of it will still apply. If a court or other authority decides that some of these terms are unlawful, the rest will continue to apply.

Even if we delay in enforcing this contract, we can still enforce it later. We might not immediately chase you for not doing something (like paying) or for doing something you're not allowed to, but that doesn't mean we can't do it later.

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, email, 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*) wish to 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: _____
