

GRAHAM ORRIN INSTALLATIONS LTD

THIS IS AN IMPORTANT DOCUMENT WHICH YOU SHOULD READ BEFORE ENTERING INTO ANY CONTRACT WITH US. YOUR ATTENTION.

Dated (as detailed on order) Between **Graham Orrin Installations Ltd** (Company No: 04414616) whose registered office is situated at 11 Palmerston Close Farnborough GU14 0RL ("**We/Our/Us**") And **You** (as detailed on order).

Conditions means the conditions of supply set out in this document and (unless the context otherwise requires) includes any special terms and conditions agreed in writing between You and Us.

Contract means the Contract between You and Us for the purchase and sale of the Goods and Services incorporating these Conditions.

Event Outside Our Control means as defined in clause 14

Goods means PVCu, aluminium, timber and any other products outlined on the order. Ancillary works of which the specification and details are more particularly set out in our order form.

Guarantee means the Guarantee of up to 10 years given by Us to You in respect of the Goods on the terms of Condition 5

Order means Your order for the Goods or Services

Price As detailed on order.

Services means the Services of Survey, supply, delivery and installation of the Goods which We are to provide in accordance with these Conditions

Survey means the final measurement for the Goods and Services prior to manufacture, which will include an assessment as to the suitability of the Goods and Services and which may include a recommendation for remedial work to be carried out to rectify any visible defect

1. **Our Contract with You**

- a) These are the terms and conditions on which We supply Goods, or Services, or both Goods and Services, to You.
- b) Please ensure that You read these Conditions carefully and check that the details on the Order and in these Conditions 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) When You sign and return the Order to Us, this does not mean We have accepted your order for Goods and/or Services. Our acceptance of the Order will take place as described in clause 1.d). If We are unable to supply You with the Goods and/or Services, We will inform You of this and We will not process the Order.
- d) These Conditions will become binding on You and Us when We issue You with a written acceptance of an Order or We contact You that We are able to provide You with the Services or the Goods, at which point a Contract will come into existence between You and Us.
- e) If any of these Conditions conflict with any term of the Order, the Order will take priority.

2. **Changes to Order or Conditions**

- a) We may revise these Conditions from time to time in the following circumstances:
 - a.i) changes in how We accept payment from You; or
 - a.ii) changes in relevant laws and regulatory requirements.
- b) If We have to revise these Conditions under clause 2.a), We will give You at least one month's written notice of any changes to these Conditions before they take effect. You can choose to cancel the Contract in accordance with clause 7.

c) You may make a change to the Order for Goods and/or Services at any time before the Survey is complete. Where this means a change in the Price of the Goods and/or Services, We will notify You of the amended Price in writing. You can choose to cancel the Order in accordance with clause 6 in these circumstances.

3. **Survey**

a) Once an Order has been placed and all relevant documentation completed the Order is subject to Survey and a surveyor's appointment will be made.

b) Once the surveyor has completed his Survey the Order will be processed, after this point no further changes can be made. At this point the installation of the Goods will be scheduled.

4. **Third-party manufacturer's guarantee of Goods**

a) The Goods come with a manufacturer's guarantee. For details, please refer to the manufacturer's guarantee provided with the Goods.

b) This guarantee is in addition to your legal rights in relation to the Goods that are faulty or not as described. Advice about your legal rights is available from your local Citizens' Advice Bureau or Trading Standards office.

5. **Our Guarantee**

a) Goods will be subject to the Guarantee on the following basis:-

a.i) the PVCu profile used in the frame construction of the Goods in respect of colour, stability, shape retention, impact strength retention and resistance from laden atmosphere, salt, cement mortars and certain other materials used in the building industry will be guaranteed for 10 years from installation and this will include the cost of labour.

a.ii) sealed glass units will be guaranteed for a period of 10 years from installation including the cost of labour;

a.iii) the conservatory roof structure and all ancillary components forming part thereof will be guaranteed for 10 years from the date of installation;

a.iv) the materials used in the construction of the conservatory foundations, walls and floor will be guaranteed for a period of 5 years from installation;

a.v) all electrical items supplied will be guaranteed for a period of 24 months from installation

a.vi) all other ancillary items including laminate and ceramic flooring are guaranteed for 12 months from installation Please note that tiled floors are not guaranteed against cracking

b) The Guarantee will only be issued once We have notified you that you have paid all money due to Us under the Contract.

c) All fixtures and fittings including locks, handles and hinges carry a manufacturer's guarantee and are not subject to the terms of the Guarantee.

d) The Guarantee is personal to You. The benefit of it can be transferred to the next immediate owner(s) of the premises at which the Goods are installed (and only to such person or persons) provided that:-

d.i) the new owner provides Us with such information as We require prior to the premises being transferred to him or her; and

d.ii) either You or the new owner pays us a fee of £250 plus VAT.

e) Our liability under the Guarantee does not include (among other things) the following:-

e.i) any fault arising from fair wear and tear, deliberate or accidental damage, negligence, abnormal working conditions, failure to follow instructions, misuse or alteration or repair of the Goods without our written approval.

- f) Any loss or costs, expenses or claims due to water ingress or storm damage as a result of (but not limited to) acts of God or extreme weather conditions.
- g) Any loss or damage, costs expenses or claims due to subsidence, ground heave or landslip as a result of natural ground movement, the forces of nature or weather conditions including any settlement caused as a result of shrinkage or expansion of the ground.
- h) Any detrimental effects to any of the materials used by Us and caused directly or indirectly as a result of natural phenomena.
- i) Any damage or breakage to sealed glass units or polycarbonate sheets, accidental or otherwise, caused as a result of external or unknown factors.
- j) The Guarantee is dependent on You maintaining the Goods properly, including following the simple maintenance procedure of regularly washing the PVCu profile with warm soapy water for the period of the Guarantee.
- k) This guarantee is in addition to your legal rights in relation to the Goods that are faulty or not as described. Advice about your legal rights is available from your local Citizens' Advice Bureau or Trading Standards office.

6. Your cancellation rights

- a) Before We begin to provide the Services or the Goods are delivered, You have the following rights to cancel an Order for Goods and/or Services, including where You choose to cancel because We are affected by an Event Outside Our Control or We change these Conditions under this clause 6.a) to your material disadvantage:
 - a.i) You may cancel any Order for Goods and/or Services at any time before We complete the Survey or within seven calendar days of placing the Order by contacting Us in writing. We will confirm your cancellation in writing to You.
 - a.ii) if You cancel an Order under clause 6.ai) and You have made any payment in advance for Services that have not been provided to You, or Goods that have not been delivered to You, We will refund these amounts to You.
 - a.iii) however, if You cancel an Order for Services under clause 6.ai) and We have already started work on your Order by that time, You will pay Us any costs We have reasonably incurred in starting to fulfil the Order, and this charge will be deducted from any refund that is due to You or, if no refund is due to You, invoiced to You. We will tell You what these costs are when You contact Us. However, where You have cancelled an Order because of Our failure to comply with these Conditions (except where We have been affected by an Event Outside Our Control), You do not have to make any payment to Us.
- b) Unfortunately, as the Goods are made to your requirements, You will not be able to cancel your Order once placed (but this will not affect your legal rights as a consumer in relation to Goods that are faulty or not as described).
- c) Your right to cancel can be exercised by delivering or sending a cancellation notice to Graham Orrin Installations Ltd, 11 Palmerston Close, Farnborough GU14 0RL at anytime within the period of seven days starting with the day of receipt of a notice in writing of the right to cancel this contract.
- d) You may be required to pay for the goods or services supplied if the performance of this contract has begun with your written agreement before the end of the cancellation period.
- e) Any related credit agreement will be automatically cancelled if the contract for goods or services is cancelled.

7. Our cancellation rights

- a) If We have to cancel an Order for Goods (including made-to-measure Goods) and/or Services before the Services start or the Goods are delivered:

a.i) We may have to cancel an Order before the start date for the Services or before the Goods are delivered, due to an Event Outside Our Control or the unavailability of stock or (in the case of Services) key personnel or key materials without which We cannot provide the Services. We will promptly contact You if this happens.

a.ii) if We have to cancel an Order under clause 7.ai) and You have made any payment in advance for Services that have not been provided to You, or Goods that have not been delivered to You, We will refund these amounts to You.

a.iii) where We have already started work on your Order for Services or Goods by the time We have to cancel under clause 7.ai).

b) Once We have begun to provide the Services to You, We may cancel the Contract for the Services at any time by providing You with at least 30 calendar days' notice in writing. We may cancel the Contract for Services at any time with immediate effect by giving You written notice if:

b.i) You do not pay Us when You are supposed to as set out in clause 9.e). This does not affect Our right to charge You interest under clause 9.f); or b.ii) You break the Contract in any other material way and You do not correct or fix the situation within 14 days of Us asking You to in writing.

c) Following any Survey which reveals the need for significant unforeseen additional work being required at an extra cost to You or if your property is unsafe or unsuitable for the work to be carried out, both You or We have the right to cancel the Contract. The Survey will take place at a time agreed by You and Us.

d) In the above event You will be provided with full details of the Survey findings and any Deposit will be returned to You.

8. Providing services

a) We will supply the Services to You from the date agreed between Us.

b) We will make every effort to complete the Services on time. However, there may be delays due to an Event Outside Our Control. See clause 14 for Our responsibilities when an Event Outside Our Control happens.

c) We may have to suspend the Services if We have to deal with technical problems, or to make improvements agreed between You and Us in writing to the Services. We will contact You to let You know in advance where this occurs, unless the problem is urgent or an emergency. You do not have to pay for the Services while they are suspended under this clause 8.c) but this does not affect your obligation to pay for any invoices We have already sent You.

d) If You do not pay Us for the Services when You are supposed to as set out in clause 9.e), We may suspend the Services with immediate effect until You have paid Us the outstanding amounts (except where You dispute an invoice under clause 9.g). We will contact You to tell You this. This does not affect Our right to charge You interest under clause 9.f).

9. Price and payment

a) You shall pay the Price as follows:-

a.i) the Deposit, being 30% of the Price, to be paid on confirmation of the Order;

a.ii) the amount payable for the conservatory base, when We notify You of completion of the base;

a.iii) the remainder of the Price less £500, when the frames and roof are fitted; and

a.iv) the balance of £500, when We consider that the provision of the Services is complete.

b) You must pay the Price as set in 9.a) above immediately on notification by Us that the requisite stage of the Services has been completed. The time of payment of all parts of the Price shall be of the essence to the Contract. In the event of the Price being funded through our Finance Scheme you will deliver up a signed satisfaction note as requested by Us in accordance with the provisions of such Finance Scheme.

- c) We shall retain ownership of the Goods which have been fixed to your property, until the Price has been paid.
- d) The Price of the Goods and/or the Services will be set out in Our Price list or in the Order in force at the time We confirm your Order. Our prices may change at any time, but price changes will not affect Orders that We have confirmed with You.
- e) These prices include VAT. However, if the rate of VAT changes between the date of the Order and the date of delivery or performance, We will adjust the rate of VAT that You pay, unless You have already paid for the Goods and/or Services in full before the change in the rate of VAT takes effect,
- f) Where We are providing Services to You, We will ask You to make an advance payment of 30% of the price of the Services. Your rights to a refund on cancellation are set out in clause 6. We will invoice You for the balance of the Services on or any time after We have performed the Services.
- g) 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 4% a year above the base lending rate of National Westminster Bank Plc. This interest shall accrue on a daily basis from the due date until the date of actual payment of the overdue amount, whether before or after judgment. You must pay Us interest together with any overdue amount.
- h) However, if You dispute an invoice in good faith and contact Us to let Us know promptly after You have received an invoice that You dispute it, clause 9.f) will not apply for the period of the dispute.

10. **If there is a problem with the Goods or Services**

- a) In the unlikely event that there is any defect with the Services or Goods:
 - a.i) please contact Us and tell Us as soon as reasonably possible;
 - a.ii) please give Us a reasonable opportunity to repair or fix any defect; and
- b) We will use every effort to repair or fix the defect as soon as reasonably practicable.
- c) You will not have to pay for Us to repair or fix a defect with the Services or Goods under this clause 10.a).
- d) As a consumer, You have legal rights in relation to Services not carried out with reasonable skill and care, or if the materials We use are faulty or not as described. Nothing in these Conditions will affect these legal rights.
- e) Nothing in these conditions will reduce your statutory rights relating to faulty or misdescribed Goods and Services. For further information about your statutory rights contact your Local Authority Trading Standards Service, a Citizens Advice Bureau or Consumer Direct.
- f) Despite the fact that your statutory rights remain unaffected, this Guarantee does not extend to:-
 - f.i) minor imperfections within the glass and outside the scope of the visual quality standards of the Glass and Glazing Federation;
 - f.ii) 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);
 - f.iii) specialist items installed, for example electrical goods, batteries etc, where the manufacturer's normal Guarantee will apply;
 - f.iv) any work(s) 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 and sub-Contractors;

11. **Risk and Property**

- a) Risk of damage to the Goods shall pass to You upon delivery of the same to your premises.

b) Notwithstanding delivery, installation and the passing of risk in the Goods or any other provision of these Conditions, the property in the Goods shall not pass to You until We have received in cash or cleared funds payment in full of the Price of the Goods and the Services.

12. **Our liability to You**

a) If We fail to comply with these Conditions, We are responsible for loss or damage You suffer that is a foreseeable result of Our breach of the Conditions or Our negligence, but We are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if there was an obvious consequence of Our breach or if they were contemplated by You and Us at the time We entered into this Contract.

b) If We are installing the Goods or Goods and/or providing Services in your property, We will make good any damage to your property caused by Us in the course of installation or performance. However, We are not responsible for the cost of repairing any pre-existing faults or damage to your property that We discover in the course of installation and/or performance by Us.

c) We only supply the Goods and/or Services or Goods for domestic and private use. You agree not to use the Goods and/or Services or Goods for any commercial, business or re-sale purpose, and We have no liability to You for any loss of profit, loss of business, business interruption, or loss of business opportunity.

d) We do not exclude or limit in any way Our liability for:

d.i) death or personal injury caused by Our negligence or the negligence of Our employees, agents or subContractors;

d.ii) fraud or fraudulent misrepresentation;

d.iii) breach of the terms implied by section 12 of the Sale of Goods Act 1979 and by section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession);

d.iv) breach of the terms implied by sections 13, 14 and 15 of the Sale of Goods Act 1979 and sections 3, 4 and 5 of the Supply of Goods and Services Act 1982 (description, satisfactory quality, fitness for purpose and samples); and

d.v) defective products under the Consumer Protection Act 1987.

13. **Warranties and Liabilities**

a) Subject to the conditions set out below We warrant that the Goods will be of satisfactory quality at the time of delivery and the Services will be provided using reasonable care and skill and, as far as is reasonably possible, in accordance with the description contained in your Order.

b) Notwithstanding the above warranty, We shall not be liable for:-

b.i) any defect in any glass or sealed unit contained in the products provided that such glass conforms with the Glass and Glazing Federation's inspection guidelines for visual quality of insulating glass units as published from time to time; and

b.ii) any materials removed during the course of installation which have been disposed of and cannot be retrieved unless any such items were clearly stated on the face of the Contract to be retained although we give no undertaking that any such items will be free from damage.

c) We do not warrant or represent that the Goods will be of a uniform appearance and/or quality with existing PVCu products at your premises and We shall be under no liability to You to ensure any such uniformity.

d) We shall be under no liability to You for any failure to provide satisfactory Goods and/or Services arising from any fault of yours.

e) Subject as expressly provided in these Conditions, and except where the Goods and Services are provided to a person dealing as a consumer (within the meaning of the Unfair Contracts Conditions Act 1977) all warranties, conditions or other terms implied by statute or common law are excluded to the

fullest extent permitted by law. If the Goods and Services are provided to You as a consumer (within the above meaning) then nothing in these Conditions or in the Contract is intended to limit rights which You may have under any statutory provisions or other laws which may not be limited nor in any way to exclude any liability which We may have to You for any death or personal injury caused by our negligence.

f) You must notify us within a reasonable time from the date of the completion of the Services of any claim which You make based on any defect in the quality of the Goods or the Services or their failure to correspond with specification.

If You do not notify us accordingly and (subject to Condition 5) We shall have no liability for such defect or failure. Retentions on account of any uncompleted services or alleged damage or defect to the Goods or Services will not be permitted under any circumstances without Our prior consent and approval as to the amount of any retention which will be given at Our absolute discretion. Any damaged Goods will be repaired using recognised industry techniques or replaced at Our discretion.

14. Events Outside Our Control

a) We will not be liable or responsible for any failure to perform, or delay in performance of, any of Our obligations under these Conditions that is caused by an Event Outside Our Control.

b) An Event Outside Our Control means any act or event beyond Our reasonable control, including without limitation strikes, lock-outs or other industrial action by third parties, civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not) or threat or preparation for war, fire, explosion, storm, flood, earthquake, subsidence, epidemic or other natural disaster, or failure of public or private telecommunications networks.

c) If an Event Outside Our Control takes place that affects the performance of Our obligations under these Conditions:

c.i) We will contact You as soon as reasonably possible to notify you; and

c.ii) Our obligations under these Conditions will be suspended and the time for performance of Our obligations will be extended for the duration of the Event Outside Our Control. Where the Event Outside Our Control affects Our delivery of Goods to You, We will arrange a new delivery date with You after the Event Outside Our Control is over. Where the Event Outside Our Control affects Our performance of Services to You, We will restart the Services as soon as reasonably possible after the Event Outside Our Control is over.

d) You may cancel the Contract if an Event Outside Our Control takes place and You no longer wish Us to provide the Goods and/or Services. Please see your cancellation rights under clause 9. We will only cancel the Contract if the Event Outside Our Control continues for longer than 20 weeks in accordance with Our cancellation rights in clause 7.

15. Other important terms

a) We may transfer Our rights and obligations under these Conditions to another organisation, and We will always notify You in writing if this happens, but this will not affect your rights or Our obligations under these Conditions.

b) You may transfer the benefit of the third-party guarantee in clause 5.a) to any purchaser of your property.

c) This Contract is between You and Us. No other person shall have any rights to enforce any of its terms. However, the purchaser of your property will have the benefit of the guarantee at clause 6.a) at a cost of £250 plus VAT if You transfer it to them, but We and You will not need their consent to cancel or make any changes to these Conditions.

d) Each of the paragraphs of these Conditions operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.

e) If We fail to insist that You perform any of your obligations under these Conditions, or if We do not enforce Our rights against You, or if We delay in doing so, that will not mean that We have waived Our rights against You and will not mean that You do not have to comply with those obligations. If We do waive a default by You, We will only do so in writing, and that will not mean that We will automatically waive any later default by You.

f) These Conditions are governed by English law. You and We both agree to submit to the non-exclusive jurisdiction of the English courts.