

OUR TERMS

1. Definitions

1.1 When the following words with capital letters are used in these Terms, this is what they will mean:

1.1.1 Event Outside Our Control: is defined in clause 10.2;

1.1.2 Order: your order for the Services as set out overleaf;

1.1.3 Product: the product We manufacture or have manufactured for you as a result of the Services, as set out in the order;

1.1.4 Services: the services that We are providing to you as set out in the Order;

1.1.5 Terms: the terms and conditions set out in this documents; and

1.1.6 We/Our/Us: C-Thru Windows Limited (company number 06847763) registered office at 4C Gower Street, St Georges, Telford, Shropshire, TF2 9HW.

1.2 When We use the words “writing” or “written” in these Terms, this will include e-mail unless We say otherwise.

2. Our Contract With You

2.1 These are the terms and conditions on which We supply Services to you.

2.2 Please ensure that you read these Terms carefully, and check that the details on the Order and in these Terms are complete and accurate, before you sign the Order. If you think that there is a mistake or require any changes, please contact Us to discuss. We will confirm any changes in writing to avoid any confusion between you and Us. If we do not contact you after you have notified us of any mistakes or changes please contact us on 01952 616709 as it may be that we have not received your correspondence.

2.3 When you sign and submit the Order to Us, this does not mean We have accepted your order for Services. We will inform you of this in writing and We will not process the Order.

3. Changes to Orders or Terms

3.1 We may revise these Terms from time to time in the following circumstances:

3.1.1 changes in how We accept payment from you; and

3.1.2 changes in relevant laws and regulatory requirements.

3.2 If We have to revise these Terms under any clause 3.1, We will give you at least one month’s written notice of any changes to these Terms before they take effect. You can choose to cancel the Order in accordance with clause 10.

3.3 You may request a change to the Order for Services at any time, if possible to effect, before the start date for the Services by contacting Us. Where this means a change in the total price of the Services, We will notify you of the amended price in writing. You can choose to cancel the Order in accordance with clause **10.1** in these circumstances.

3.4 If you wish to cancel an Order before it has been fulfilled, please see your right to do so in clause 10.

4. Providing Services

4.1 We will supply the Services to you from the date set out in the Order until the estimated completion date set out in the Order and some or all of the Services may be provided by third party sub-contractors.

4.2 We will make every effort to complete the Services on time. However, there may be delays to an Event Outside Our Control. See clause 9 for Our responsibilities when an Event Outside Our Control happens.

4.3 We will need certain information from you that is necessary for Us to provide the Services, for example, details about your property. We will also need access to your property during normal business hours but may also need access outside of these times. We will contact you about this. If you do not, after being asked by Us, provide Us with this information, or provide Us with incomplete or complete information, or fail to give Us access to your property We may make an additional charge of a reasonable sum to cover any extra work that is required, or We may suspend the Services by giving you written notice. We will not be liable for any delay or non-performance where you have not provided this information or access to Us after We have asked.



If We suspend the Services under this clause you do not have to pay for the Services while they are suspended, but this does not affect your obligation to pay for any invoices We have already sent you.

4.4 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 4.4 but this does not affect your obligation to pay for any invoices We have already sent you.

4.5 If you do not pay Us for the Services when you are supposed to as set out in clause 7.3, We may suspend the Services with immediate effect until you have paid Us the outstanding amounts (except where you dispute an invoice under clause 7.5). We will contact you to tell you this. This does not affect Our right to charge you interest under clause 7.6

4.6 If We design the Product for you, We will own the copyright, design right and all other intellectual property rights in the Product and any drafts, drawings or illustrations We make in connection with the Product for you.

4.7 We reserve the right, if we encounter supply issues, to replace the materials ordered with those of a specification no worse in performance than the original or better than those proposed at no additional cost to the purchaser.

4.8 The removal and replacement of curtains, blinds and pelmets on the Contract, is wholly the responsibility of the Purchaser.

5. Services

5.1 The Company does not accept responsibility for any damage caused to decorations or tiling in any way attributable when units are being installed.

5.2 The Company does not carry out major alterations of constructional works. It cannot accept responsibility for damage in any way attributable to structural weakness or defect. It reserves the right in its absolute discretion to cancel part or all of a contract, should this be found to involve any major alterations or constructional work or should it suspect any structural weakness or defect.

5.3 The company does not undertake the reciting of any gas, electricity or aerial wiring, plumbing, alarms or telephone connections. Suitable arrangements should be made prior the installation.

5.4 All sealed units supplied are covered by GGF guidelines which can be found in the quality of vision brochure. Triple glazing will be more susceptible to minor imperfections due to the 2 panes of soft coat used and these imperfections being magnified by the extra pane.

5.5 We will make good any plaster, floor, brickwork or rendering immediately surrounding any installation, but We cannot undertake to repair damage to surrounding tiling, wallpaper or paintwork or to remove intact any panes of glass or frames from old fittings which you have asked us to retain.

5.6 Whilst We will endeavour to ensure any making-good matches existing finishes We will not be able to guarantee this, particularly where weathering has occurred or because of non-availability of matching materials.

6. Surveyor's Inspection

6.1 As part of the services We will normally arrange for a surveyor to visit your property to ensure the installation can be carried out in accordance with the Order. The installation cannot be carried out unless the surveyor is able to visit your property so you will need to give the surveyor access during normal business hours. It may be necessary for the surveyor to make changes to the Order but any changes will be drawn to your attention and so any Order remains subject surveyor's inspection.

6.2 The Surveyor shall prepare a Confirmation of Order & Survey form, which you will need to sign to confirm that all of the details on your original contract are correct. Any changes/ modifications at this stage shall be advised to you and any necessary variation to the Contract advised. Your rights to cancel this Contract as set out at clause 10 shall be unaffected. Signing the surveyor's Confirmation of Order & Survey form does not constitute a new contract for the supply of Products and/or Services and the Order shall still be governed by these Terms.



7. If There Is A Problem With the Services

7.1 In the unlikely event that there is any defect with the Services or Product:

7.1.1 please contact Us and tell Us as soon as reasonably possible;

7.1.2 please give Us a reasonable opportunity to repair or fix any defect; and

7.1.3 We will use every effort to repair or fix the defect as soon as reasonably practicable. You will not have to pay for Us to repair or fix a defect with the Services or Product under this clause.

7.2 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. Advice about your legal rights is available from your local Citizens' Advice Bureau or Trading Standards office. Nothing in these Terms will affect these legal rights.

7.3 You shall not be entitled by reason of any alleged minor defect to withhold more than a proportionate amount of the sum due to Us under the relevant Order.

8. Price and payment

8.1 The price of the Services will be set out in Our price list 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.

8.2 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 VAT that you pay, unless you have already paid for the Services in full before the change in the rate of VAT takes effect,

8.3 Depending on the type of Product and/or Services being provided by us, We will ask you To make an advanced payment before those Products and/or Services are provided and may ask for payments at various stages throughout the Products and/or Services being supplied. The details of any advanced or staged payments will be set out in the Order.

8.4 We will notify you prior to any advanced payment being required, and in the event that you fail to make the advanced payment then We will not be able to continue to provide the Products and/or Services to you.

8.5 Your rights to a refund on cancellation are set out in clause 10. We will invoice you for the balance of the Products and/or Services on or any time after We have supplied the Products and/or performed the Services each invoice will quote the Order number. You must pay each invoice in cleared monies within 7 calendar days at the date of invoice by either cash, cheque or debit card or credit cards or via bank transfer.

8.6 If you do not make any payment due to Us by the date for payment, We may charge interest to you on the overdue amount at the rate of 3% a year above the base lending rate of Barclays Bank PLC from time to time. The 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.

8.7 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 7.4 will not apply for the period of the dispute.

9. Our Liability to You

9.1 If We fail to comply with these Terms, We are responsible for loss or damage you suffer that is a foreseeable result of Our breach 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 an obvious consequence of our breach or if they were contemplated by you and Us at the time we entered into this contract.

9.2 If We are installing the Product 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.

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



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

9.4.1 death or personal injury caused by Our negligence or the negligence of Our employees, agents or subcontractors;

9.4.2 fraud or fraudulent misrepresentation;

9.4.3 breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession);

9.4.4 breach of the terms implied by sections 3,4 and 5 of the Supply of Goods and Services Act 1982 (description, satisfactory quality, fitness for purpose samples); and

9.4.5 defective products under the Consumer Protection Act 1987.

10. Events Outside Our Control

10.1 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 an Event Outside Our Control.

10.2 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 or public or private telecommunications networks.

10.3 If an Event Outside Our Control takes place that affects the performance of Our obligations under these Terms:

10.3.1 We will contact you as soon as reasonably possible to notify you; and

10.3.2 Our obligations under these Terms 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 Controls 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.

10.4 You may cancel the contract if an Event Outside Our Control takes place and you no longer wish Us to provide the Services. Please see your cancellation rights under clause 10. We will only cancel the contract if the Event Outside Our Control continues for longer than eight weeks in accordance with Our Cancellation rights in clause 11.

10.5 In the event of us being unable to rectify a future product fault due to a supplier ceasing to trade and the relevant parts not being available to us with circumstances beyond our control, an alternative product will be offered for installation at cost price only of the new product and labour required to do so.

11. Your Rights to Cancel and Applicable Refund

11.1 You have the right to cancel an Order for Services within 14 days of the date of the Order, Where an Order involves the sale of a Product, You have the right to cancel the Order within 14 days of the delivery of the Product (with the exception of bespoke Products, which do not entitle You to a 14 day cancellation period). We are under no obligation to begin providing the Products or Services until after this 14-day period has expired. You may ask Us in writing to begin providing the Products and Services before the end of the 14-day period but your rights to cancel will be limited (see clause 11.2.3).

11.2 Before We begin to provide the Services, you have the following rights to cancel an Order for Services, including where you choose to cancel because We are affected by an Event Outside Our Control or if We change these Terms under clause 3.1 to you material disadvantage:

11.2.1 You may cancel any Order for Services at any time before the start date for the Services within 14 calendar days of placing an Order by contacting Us. Please see 13.3 for details of how you should contact us. We will confirm your cancellation in writing to you.

11.2.2 If you cancel an Order under clause 11.2.1 and you have made any payment in advance for Services that have not been provided to you, We will refund these amounts to you.

11.2.3 We will begin providing the Services after 14 days from the date of the Order unless you have notified Us in writing that you want Us to begin earlier. Once We have begun to provide the Services to you, you may cancel the contract during any applicable 14-day cancellation period by providing Us with notice



in writing. If you cancel an Order for Services and We have already started work on your Order by that time, you will pay Us any costs We reasonably incurred in starting to fulfil the Order, and this change will be deducted from any refund that is due to you or, if no refund is due, 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 Terms (except where We have been affected by an Event Outside Our Control), you do not have to make any payments to Us.

11.3 Once we have begun to provide the Services to you, you may cancel the contract for Services with immediate effect by giving Us written notice if:

11.3.1 We break this contract in any material way and We do not correct or fix the situation within 21 days of you asking Us to in writing;

11.3.2 We go into liquidation or a receiver or an administrator is appointed over Our assets;

11.3.3 We change these Terms under clause 3.1 to your material disadvantage;

11.3.4 We are affected by an Event Outside Our Control.

12. Our Rights to Cancel and Applicable Refund

12.1 If We have to cancel an Order for Services before the Services start:

12.1.1 We may have to cancel an Order before the start date for the Services, due to Event Outside Our Control or the unavailability of key personnel or key materials without which We cannot provide the Services or if following the surveyor's inspection, it is deemed by Us that We are unable to fulfil the Order. We will promptly contact you if this happens.

12.1.2 If We have to cancel an Order under clause 12.1.1 and you have made any payment in advance for Services that have not been provided to you, We will refund these amounts to you.

12.1.3 Where We have already started work on your Order for Services by the time We have to cancel under clause 12.1.1, We will not charge you anything and you will not have to make any payment to Us.

12.2 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. If you have made any payment in advance for Services that have not been provided to you, We will refund these amounts to you.

12.3 We may cancel the contract for Services at any time with immediate effect by giving you written notice if:

12.3.1 you do not pay Us when you are supposed to as set out in clause 7.3. This does not affect Our right to charge you interest under clause 8.4; or

12.3.2 you break the contract in any other material way and you do not correct or fix the situation within 21 days of Us asking you to in writing.

13. Information About Us and How to Contact Us

13.1 We are a company registered in England and Wales. Our company registration number is 06847763 and Our registered office is at 4C Gower Street, St Georges, Telford, Shropshire, TF2 9HW. Our registered VAT Number is 970691395

13.2 If you have any questions or if you have any complaints, please contact Us. You can contact Us by telephoning Our customer service team on 01952 616709

13.3 If you wish to contact Us in writing, or if any clause in these Terms requires you to give Us notice in writing (for example, to cancel the contract), you can send this to Us by e-mail (sales@c-thruwindows.co.uk), by hand, or by post to C-Thru Windows, 4C Gower Street, St Georges, Telford, Shropshire, TF2 9HW. 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 e-mail, by hand, or post to the address you provide to Us in the Order. Please note that communication by telephone will not be acceptable in instances where notice is required to be in writing.

14. How We May Use Your Personal Information

14.1 We will only use your personal information as set out in our Privacy Policy.



15. Other Important Terms

15.1 We may transfer Our rights and obligations under these Terms 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 Terms.

15.2 This contract is between you and Us. No other person shall have any rights to enforce any of its terms.

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

15.4 If We fail to insist that you perform any of your obligations under these Terms, 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.

15.5 These Terms are governed by English law. You and We both agree to submit to the non-exclusive jurisdiction of the English courts. However, if you are a resident of the Northern Ireland you may also bring proceedings in Northern Ireland, and if you are a resident of Scotland, you may also bring proceedings in Scotland.

16. Guarantee

16.1 A 10-year guarantee, subject to the conditions laid out below, relating to the Services and/or Products supplied by Us to You will automatically come into force after completion of the work under the Order and all monies due to Us under the relevant Order have been paid. The guarantee is in addition to and not in substitution for Your statutory rights relating to faulty or misdescribed Products or Services.

16.2 This guarantee will be rendered null and void until such point all outstanding demands for payment have been met. Registration with regulatory bodies such as FENSA and the submission of the guarantee for coverage by Our insurance providers will also be withheld whilst monies remain outstanding.

16.2.1 When making a claim against this guarantee a copy of Our original invoice to You, or a copy of the original sales contract, must be made available for inspection by Our attending engineer.

16.3 The company guarantees to, free of charges, make good any fault in the installation, as contractually defined, which develops due to defective workmanship subject to the clauses listed below.

16.3.1 After a period of 5 years any adjustments required shall be subject to a service call charge at the current rate.

16.3.2 Window and door hardware is covered in line, and subject to, the manufacturers guarantee to Us.

16.3.3 From year 6 onward replacement sealed glass units and locking mechanisms will be replaced at no cost of product but a labour charge will be made at the current rate.

16.3.4 Warranties on the finish on timber and aluminium products will be in line with those provided to Us by the product manufacturer and details of which will be available to You at point of purchase

16.4 We will make good any fault as soon as practicably possible by modification, repair, or replacement at its sole discretion. It is important to note that We do not offer an emergency call out service for any service request. In the event of replacement being required We reserve the right to use such materials as deemed fit, subject to their being of a quality and type in no way inferior to, as so far possible, in all other respects commensurate with those supplied under the original Contract.

16.5 We shall only be bound by the terms of the undertaking given above if

16.5.1 The alleged defect has been brought to the notice of Us within one month of it being apparent to You

16.5.2 The installation has in no way been modified, worked upon or tampered with by any party not approved by Us

16.5.3 We have been afforded access to the property within business hours to inspect, evaluate and conduct any remedial works as necessary

16.6 Express exclusions. We expressly exclude any liability whatsoever in any of the following circumstances

16.6.1 Misuse, neglect, carelessness of use, lack of basic maintenance, fair wear and tear, vandalism, civil commotion or disturbance, enemy action or act of God whether affecting the installation directly or being



indirectly communicated thereto as the result of any such event affecting the fabric of the property in which the installation is situated

16.6.2 Any materials affected by the natural passage of time

16.6.3 Optical effects attributed to natural phenomena.

16.6.4 Defects in glass will be judged by the latest guidelines set out by the glass and glazing federation on visible distances et al.

16.6.5 Developing bows in composite doors if the door has not been left in the fully locked position when closed at all times.

16.6.6 Colour fastness of a composite door if it has been cleaned with any other product than those recommended by Us at the time of installation.

16.6.7 Colour fastness of any foiled product if it has been cleaned with any other product than those recommended by Us at time of installation.

16.6.8 Colour fastness of any sprayed trims or architraves supplied in Order to Sdervice an order requirement

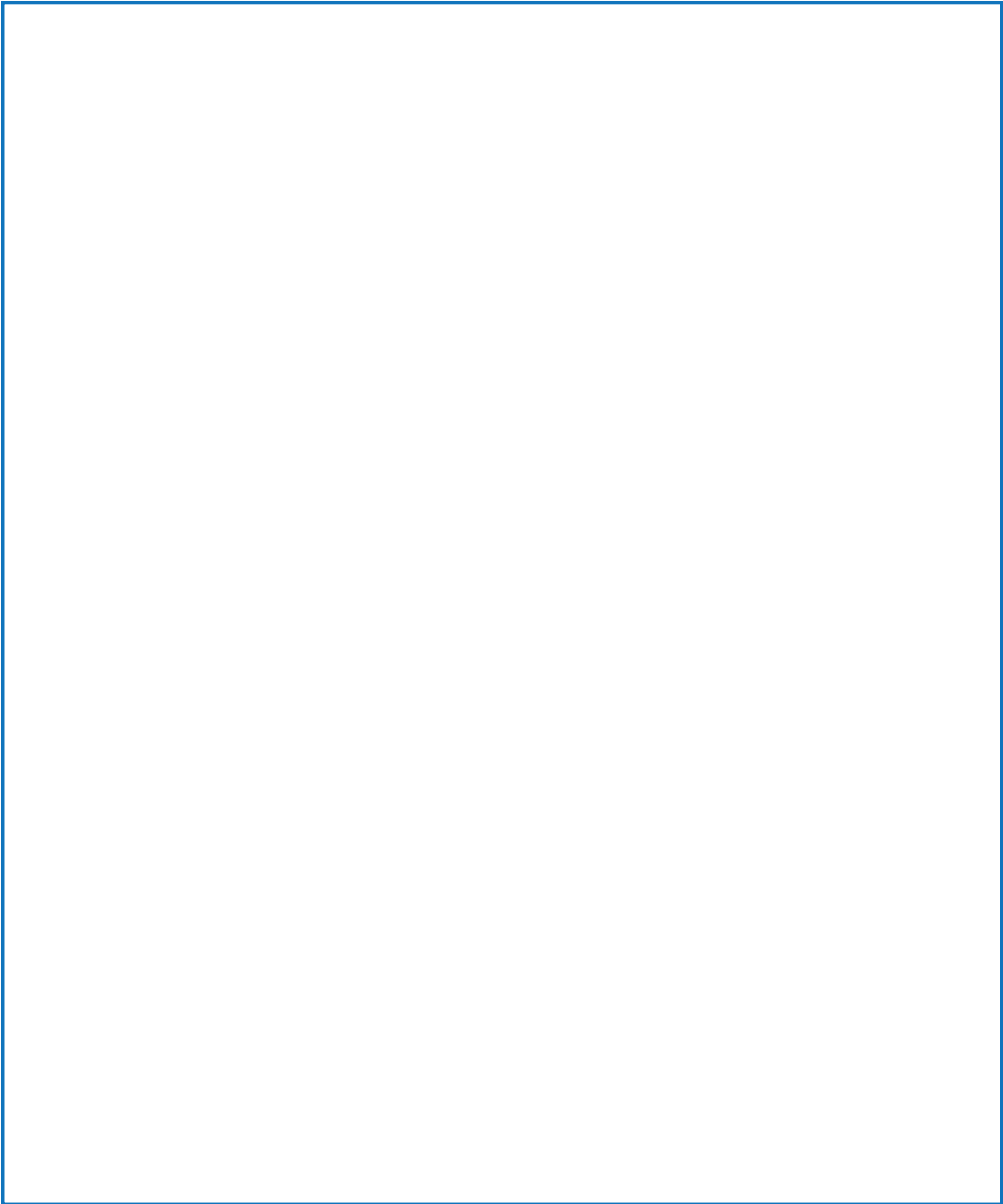
16.6.9 Imperfections in foiled product will be deemed acceptable if they are not visible, by eye, in normal daylight from a distance of one metre away.

16.6.10 Hairline plaster cracks in warmroof installations which occur with natural thermal movement

16.6.11 Leaks from any guttering supplied if it has not been cleared of debris on a regular basis such as leaves.

16.6.12 Heavy soil, including bird droppings, on 'self cleaning' glass roofs.





01952 616709
WWW.C-THRUWINDOWS.CO.UK