

STRATTON GLASS & WINDOWS LIMITED – STANDARD CONDITIONS OF SALE

(‘the Conditions’) – V4 edition

We support the Glass & Glazing Federation (“GGF”) Code of Good Practice (“the Code”) and undertake to work within the guidelines of the Code and any other GGF Code of Practice. A copy of the Code is available on request.

1 DEFINITIONS

1.1 In these Conditions the following expressions shall have the following meanings:

1.1.1 “Additional Items” means the following where applicable:

- (a) any taxes (including value added tax), duties or other charges levied by any government or other authority in respect of, or by reason of, the sale, delivery, export or import of the Goods or any part thereof but excluding taxes assessed on profits or gains.
- (b) Application Support (if any).
- (c) Transportation costs under Condition 7.1 where the Customer has requested express, same day, overnight delivery or site delivery or any other similar service.

1.1.2 “Application Support” means any works and services provided by the Seller in conjunction with the sale and/or supply of Goods.

1.1.3 “Connected Goods” means all equipment not sold by the Seller but connected (directly or indirectly) or used in conjunction with the Goods.

1.1.4 “Consumer” means where a person is dealing as a consumer (as defined in the Unfair Contract Terms Act 1977 Section 12 and/or The Unfair Terms in Consumer Contracts Regulation 1999 Regulation 3 (1) and/or The Sale and Supply of Goods to Consumers Regulations 2002).

1.1.5 “Contract” means the Quotation and these Conditions of Sale.

1.1.6 “Customer” means any person, firm or company receiving a Quotation from and/or placing an order with the Seller.

1.1.7 “Delivery Period” means [] months after the estimated delivery date.

1.1.8 “Goods” means the Goods described in the Quotation.

1.1.9 “Quotation” means the Quotation of the provision of Goods and/or supply of Services agreed between the Seller & the Customer.

1.1.10 “Seller” means Stratton Glass & Windows Limited and reference to the acknowledgement, consent, authority or agreement of the Seller shall mean acknowledgement, consent, authority or agreement in writing signed by a Director of the Seller.

1.1.11 “Services” means the provision of Services described in the Quotation.

1.1.12 “Transgression” means any breach of contract or tort or other act, default, omission or statement of the Seller, its employees, agents or subcontractors in respect of which the Seller is liable to the Customer.

1.1.13 “Warranty Period” means the following periods from the date of delivery and/or the completion date for the supply of Services: Ten Years.

2 GENERAL

2.1 These Conditions apply to all contracts for the sale of Goods and/or the supply of Services by the Seller and supersede any previous Conditions of Sale and/or Supply published by the Seller. No terms or conditions inconsistent with these Conditions shall be binding upon the Seller unless agreed the Seller in a document expressly referring to variation or addition of or to the relevant Condition(s).

3 QUOTATION AND ORDER

- 3.1** No contract for the supply of Goods and/or Services will exist until the Seller confirms acceptance of the Customer's order in writing (including by email or DocuSign), accepts a purchase order from an established Customer, or commences work on the Customer's order.
- 3.2** Orders may be placed by email, via signed order confirmation (including electronic signature), or by purchase order (for established Customers). The method of order acceptance shall depend on the department handling the order, and the Seller reserves the right to require written confirmation where appropriate.
- 3.3** Acceptance of delivery of the Goods or commencement of Services shall be deemed conclusive evidence of the Customer's acceptance of these Conditions.
- 3.4** The price shall be the Seller's quotation price, subject to adjustment in accordance with clause 3.6 or 3.13.
- 3.5 Survey and Variations**
- 3.5.1** As soon as practicable, and no later than 60 days after order acceptance, the Seller will arrange an appointment with the Customer to carry out a detailed measurement survey ("the Survey").
- 3.5.2** The Survey is to confirm the feasibility of the works, technical requirements, and any variation that may affect the quotation price or installation program.
- 3.5.3** The Customer shall attend the Survey to answer queries and be advised of any necessary adjustments (e.g. wiring relocation).
- 3.5.4** Following the Survey, the Seller may make such adjustments to sizes, profiles, mullion positions, glass ratios, cill depths, or other technical details as are reasonably necessary to ensure correct fitting and compliance with industry standards. The Customer acknowledges that such adjustments may result in minor visual differences compared to the Quotation or drawings, and these shall not require further approval. Changes that materially alter the agreed layout, opening configuration, frame material, or colour shall not be made without the Customer's prior written consent. Where the Survey identifies changes that affect the quoted price or installation timetable, the Seller will notify the Customer in writing (email or recorded call) and will not be bound to proceed until the Customer confirms acceptance of such changes in writing.
- 3.6** The Seller may make changes to the specification of the Goods as required to comply with applicable British Standards, statutory requirements, or industry codes of practice, provided such changes do not materially affect quality or performance. Any necessary price adjustments will be notified to the Customer.
- 3.7** The Customer accepts that the Seller's manufacturing standards, specification and tolerances affect the optical phenomena, dimensional, colour and other physical properties of the Goods.
- 3.8** The Customer is responsible for specifying the Goods in accordance with the appropriate British Standards and Code of Practice and must satisfy themselves as to the suitability of the Goods before installation.
- 3.9** The Customer is responsible for the correct use of the Goods and must adhere to the recommendations and guidelines issued from time to time by the Seller and/or the GGF.
- 3.10** No cancellation of any Contract is permitted by the Customer once the Seller has commenced processing or manufacturing the Goods. The Seller reserves the right to increase its prices to cover the cost of making good any errors of the Customer or doing any additional work required by the Customer.
- 3.11** The Customer shall grant the Seller's representatives unrestricted access to its premises at all reasonable times for the purpose of taking measurements, of carrying out the Application Support and for any subsequent remedial work if required.
- 3.12** Unless otherwise agreed in writing, the Seller will not undertake the re-sitting of any gas, electrical, wiring, plumbing or telephone installations.
- 3.13** The Seller agrees to supply the Goods at the prices specified in the Quotation subject to a surveyor's approval of the feasibility of the Application Support and correctness of the price. In the

event of any modification to the Application Support or price adjustment being required due to the survey, within a reasonable period of the survey the Seller shall either cancel the Contract or notify the Customer in writing of any modification required. The Customer shall indicate acceptance of any proposed modifications with 14 days of their notification.

- 3.14** If the work is not commenced within the estimated installation period, the Customer may write to the Seller requiring the work to be completed within 6 weeks or some other period agree in writing between the parties. If the work is not completed within the extended period, the Customer may cancel the outstanding work by written notification to the Seller.

4 PRICE AND PAYMENT TERMS

- 4.1 Unless otherwise stated any Additional Items shall be added to the price which is exclusive of VAT.
- 4.2 [For approved credit account Customers, payment in full (without any deduction by way of set off or retention or counter claim) for the Goods and/or Services (and Additional Items if any) shall be due and payable in POUNDS STERLING within 7 days of the end of the month of the Seller's invoice. For all other Customer's, payment in full in cleared funds/cash is required before delivery of the Goods and/or performance of the Services.].
- 4.3 The Seller reserves the right to charge interest at 3% above HSBC Bank Plc base lending rate for the time being on any overdue payments until repaid in full, whether before or after judgment.
- 4.4 The Seller reserves the right to recover from the Customer all direct expense reasonably incurred by the Seller in the collection of any overdue sums. Any dishonored cheques will be subject to an administration charge of £50.00.
- 4.5 Without prejudice to any other rights of the Seller, if there is reason to doubt that the amounts due from the Customer under the terms of the Contract will be paid in full according to the terms thereof, then the Seller reserves the right to require payment in full before delivering or performing any other work or services whatsoever for the Customer.
- 4.6 The Customer acknowledges that minor snagging items are a normal part of installation works and do not constitute grounds for delaying or withholding payment. The Seller shall remedy any snagging items reported in writing within a reasonable period, but such snagging shall not prevent the works from being deemed substantially complete.
- 4.7 The Customer shall not be entitled to withhold or delay payment of any undisputed sum due under the Contract by reason of any alleged defect, snagging item, or counterclaim.
- 4.8 In the event of any dispute, the Customer shall notify the Seller in writing of the matter complained of, but payment of all sums properly due under the Contract (other than the reasonable value of the disputed item) shall not be delayed or withheld.
- 4.9 Where the value of any disputed works or items is less than 5% of the total Contract Price, the Customer shall remain obliged to pay 95% of the Contract Price in accordance with the agreed payment terms, and only the balance relating to the disputed items may be temporarily withheld until resolution.
- 4.10 Any retention, set-off, or withholding by the Customer not expressly permitted under these terms shall constitute a breach of contract, entitling the Seller to suspend further work and/or recover any sums due together with costs and interest in accordance with clause 4.3.
- 4.11 The Customer acknowledges that the issue of building control approvals, FENSA certificates or other third-party certifications is outside the Seller's control. Payment shall not be withheld or delayed pending the issue of any such certificate. All payments are due strictly in accordance with the terms of the Contract and the Seller's invoice(s).

5 INTERNET PROTOCOL

5.1 Sending & Receiving emails

- 5.1.1 Due to the nature of the Internet, Stratton Glass & Windows cannot guarantee that any email sent to us will be received, delivered within a particular timeframe, or read by the intended

recipient. If your communication is time-critical, you must confirm receipt by telephone or another agreed method.

- 5.1.2 The Customer acknowledges that email is not a secure medium and Stratton Glass & Windows cannot guarantee the authenticity of the sender or the integrity of the message once transmitted.

- 5.1.3 Electronic documents may be prepared and exchanged using different software. Converting files between formats may result in loss of formatting or changes in layout. The parties should agree in advance the format in which documents will be exchanged (for example, PDF) to minimise discrepancies.

5.2 Content & Attachments

- 5.2.1 Emails may contain file attachments of various types (e.g. Word documents, PDFs, images, spreadsheets). Any such files may carry viruses or malicious code. Stratton Glass & Windows takes reasonable precautions to scan outgoing emails and attachments for viruses, but we cannot guarantee that they are virus-free. The Customer is responsible for carrying out their own virus and security checks.

5.3 Security of Transmission

Emails sent via the Internet are not guaranteed to be secure, may be intercepted or tampered with by third parties, and may lose confidentiality in transit. By accepting this protocol, the Customer agrees that Stratton Glass & Windows may communicate by email, and that any risk arising from such use (including loss of confidentiality or third-party interference) rests with the Customer.

5.4 Legal Effect

Emails are legally binding communications and may carry the same force in law as a letter sent by post. Customers should retain copies of emails for record-keeping purposes where necessary.

6 TITLE

- 6.1 Legal and beneficial ownership of the Goods is to remain vested in the Seller until both the Goods and any Additional Items have been paid for in full.
- 6.2 If the Customer obtains possession of the Goods prior to such payment, the Customer shall hold the Goods (at no cost to the Seller) in a separate and identifiable form as bailee and fiduciary agent for the Seller separately from all other goods in its possession but insured for the market value and marked in such a way that they are clearly identified as the Seller's property.
- 6.3 Failure to pay the full amount when due shall give the Seller, or its employees or agents, the right to repossess the Goods (and enter the Customer's premises for that purpose if necessary) with or without notice and without liability and at its option, to avail itself of any other legal remedy.
- 6.4 Notwithstanding this Condition 5, the Seller shall be entitled to maintain an action for the price of the Goods and Additional Items at any time after the date when payment is due.
- 6.5 The Customer shall not pledge or in any way charge by way of security for any indebtedness of any of the Goods which are the property of the Seller. Without prejudice to the other rights of the Seller, if the Customer does so all sums whatever owing by the Customer to the Seller shall forthwith become due and payable.

7 PERFORMANCE AND FORCE MAJEURE

7.1 Performance Times

The Seller shall take all reasonable steps to perform its obligations and deliver the Goods and/or Services within any time specified, but such times are estimates only and do not constitute a contractual obligation. The Seller shall not be liable for any expenses, losses, or damages caused

by late performance or delay in delivery, and any such delay shall not entitle the Customer to rescind or cancel the Contract.

7.2 Force Majeure / Events Beyond Control

Without prejudice to Condition 6.1, the Seller shall have no liability for any expenses, losses, or damages arising from delay or default in performance of its obligations where such delay or default is caused directly or indirectly by any circumstance beyond the Seller's reasonable control. This may include (without limitation) breakdown or unavailability of plant or machinery, failure or shortage of raw materials, failure of suppliers, inability to obtain sufficient labour or skilled labour, strikes, lockouts, acts of God, fire, flood, pandemic, or government action.

If such circumstances prevent delivery of Goods within the anticipated delivery period, either party may cancel the affected order by giving written notice to the other. Cancellation under this clause shall not entitle either party to claim compensation for consequential loss or loss of profit arising from the non-delivery or non-acceptance of those Goods.

For the avoidance of doubt, the Customer shall remain liable to the Seller for any reasonable costs already incurred by the Seller prior to cancellation (including, without limitation, surveys, professional services, administrative expenses, and Goods or components manufactured or ordered), in accordance with the Seller's cancellation provisions.

7.3 Customer's Responsibility for Installation

Where the erection or installation of the Goods is not undertaken by the Seller, the Seller will use reasonable care in providing drawings and installation guides upon request to assist the Customer. However, it remains the sole responsibility of the Customer to ensure that all such plans, diagrams, and drawings meet their requirements in every respect, and the Seller accepts no liability for errors or omissions in the installation carried out by third parties.

8 RISK, DELIVERY, AND SITE RESPONSIBILITY

8.1.1 Delivery Arrangements

Unless otherwise agreed in writing, delivery of the Goods shall be made to the Customer's specified site address. The Customer shall ensure that safe and suitable access and facilities are available for the delivery, unloading, and storage of Goods. Any assistance given by the Seller in unloading shall be entirely at the Customer's risk.

8.2 Supply-Only Deliveries

Where the Contract is for supply only, the Customer shall be responsible for accepting the Goods at the agreed delivery time and location. Risk in the Goods shall pass to the Customer upon delivery to the site, regardless of whether the Customer or their representative is present to accept the Goods. The Customer is responsible for inspecting the Goods upon delivery and notifying the Seller of any shortage or visible damage within 24 hours of delivery.

8.3 Installation Contracts

Where the Contract includes installation, risk in the Goods shall pass to the Customer once the Goods are delivered to the site by the Seller, even if installation has not yet commenced. The Customer must insure the Goods against theft, damage, or loss from that point onwards. Should any Goods be stolen or damaged from the site after delivery, the Seller reserves the right to invoice the Customer for replacement Goods.

8.4 Site Safety, Third Parties and Work Area

The Customer shall ensure that the site is kept safe and that children, pets, and other vulnerable persons are kept away from the Goods, equipment, and work area at all times. The Seller shall

not be liable for any injury, loss, or damage to such persons where the Goods are on site, whether or not Seller's personnel are present.

- 8.5 The Customer shall ensure that any fragile or valuable items situated within the work area are removed prior to installation.
- 8.6 It is the Customer's responsibility to remove all blinds, curtains, poles, pelmets, shutters, and other window dressings or furnishings prior to the commencement of installation works, and to reinstate them afterwards. Unless otherwise agreed in writing, the Seller shall not be responsible for their removal, storage, or reinstallation, nor for any damage caused to such items during works if they have not been removed by the Customer.
- 8.7 Handling and Storage**
The Customer must handle, store, and protect the Goods in accordance with relevant industry standards and guidelines (including Glass and Glazing Federation guidelines where applicable).
- 8.8 Acceptance of Goods**
The Customer shall inspect the Goods immediately upon delivery and shall be deemed to have accepted the Goods unless written notice of loss, shortage, or damage is provided to the Seller within 3 days of delivery. In the case of non-consumer sales, once accepted, the Customer shall not be entitled to reject the Goods for non-conformity.
- 8.9 Instalments**
The Seller may deliver the Goods in instalments. Each instalment shall be treated as a separate delivery, and the Seller may issue a separate invoice for each. Failure to deliver an instalment shall not entitle the Customer to treat the entire Contract as repudiated.
- 8.10 Structural Adequacy of Existing Buildings**
The Seller is a professional installer but is not a qualified structural engineer. While the Seller will exercise reasonable skill and care in assessing whether the existing building fabric appears suitable for installation, such assessment is not a substitute for a structural survey. Installation is carried out on the basis that the Customer's property, foundations, walls, lintels, and surrounding structures are sound and adequate. Should issues later arise due to defects, structural inadequacy, or conditions beyond that were not identified during installation, responsibility for any corrective works and associated costs shall rest with the Customer.

9 WARRANTY, LIABILITY, AND LIMITATIONS

9.1 Warranty

The Seller warrants that the Goods will be manufactured, stored, tested, and packed in accordance with current British Standards and GGF guidelines. Subject to the terms below, the Seller agrees to repair, replace, or (at its discretion) issue a credit note in respect of Goods found to be defective within the applicable Warranty Period, provided that:

- (a) the Customer notifies the Seller in writing within 28 days of the defect becoming apparent;
- (b) the Goods have been stored, handled, installed, and maintained in accordance with industry standards and the Seller's instructions, and have been subject only to normal use;
- (c) the Seller is given reasonable access to inspect the Goods; and
- (d) no unauthorised work has been carried out on the Goods.

9.2 Exclusions

The Seller shall not be liable for:

- (a) minor imperfections in glass within GGF visual standards;
- (b) damage arising from misuse, neglect, lack of maintenance, or third-party alterations;

- (c) deterioration of finishes or hardware (handles, hinges, knockers, letter plates, etc.) due to normal wear or environmental conditions;
- (d) atmospheric debris or discolouration of gaskets;
- (e) variances in stained glass colours;
- (f) condensation other than between the panes of sealed units within the guarantee period;
- (g) double-glazed units modified with holes for fans or similar;
- (h) damage to internal decoration, plaster, tiles, flooring, furniture, or paintwork during or after installation;
- (i) issues arising from existing structures (e.g. basework, brickwork, side frames, electrics, telecoms, alarms, or cables) where the Seller has not supplied or installed those elements;
- (j) damage caused by heavy plant, skips, or lorries accessing the property;
- (k) specialist items where the manufacturer's guarantee applies;
- (l) any consequential or economic loss, including loss of profits.
- (m) For the avoidance of doubt, these exclusions shall not apply where loss or damage arises directly from the Seller's proven negligence.

9.3 Liability

The Seller accepts liability only to the extent required by law for:

- (a) death or personal injury caused by its negligence;
- (b) statutory undertakings as to title and quiet possession.

In all other cases, the Seller's total liability for any single claim shall not exceed the Contract Price of the Goods. Multiple claims contributing to the same loss shall be treated as a single claim.

9.4 Customer's Responsibility

The Customer is advised to maintain adequate insurance to cover risks not accepted by the Seller under these terms, including site conditions, theft, and damage after delivery.

9.5 Dispute Resolution

The Seller aims to resolve any issues promptly and fairly. Where resolution cannot be reached, the Customer may refer the matter to the GGF's Alternative Dispute Resolution service (www.ggf.org.uk).

9.6 Incidental Damage During Installation

Whilst the Seller will exercise reasonable care and skill during installation, the Customer acknowledges that the removal of existing windows, doors, roofs, and associated works may inevitably cause incidental damage to internal plaster, tiles, flooring, decoration, paintwork, or other finishes. Furthermore, faults can occur with doorbells, telecom and electrical cables in the work area. The Seller accepts no liability for making good such damage accidental or otherwise, except where caused by the Seller's proven excessive negligence. The Customer is responsible for protecting furniture, plants, floor coverings, and other internal finishes prior to installation. The Seller shall not be held liable for damage caused by circumstances beyond its reasonable control, including but not limited to weather conditions.

9.7 Samples and Specifications

No guarantee is given that the units supplied will conform precisely to showroom samples, brochures, photographs or any other advertising or descriptive material submitted used to demonstrate a typical unit and its composition. Measurements taken by the Seller's staff are approximate and used only for quotation purposes. The Seller reserves the right to make minor non-aesthetic alterations to the Goods and Services.

9.8 Limitation of Warranties and Economic Loss

Unless stated, no condition, warranty, or other term, express or implied (by statute or otherwise), is given by the Seller that the Goods or Services will achieve any particular performance or result, or will be suitable for a specific purpose, whether or not such purpose has been made known to the Seller.

From the time of delivery/installation the Customer shall be responsible for any defects in the Goods or loss, damage, nuisance or interference whatsoever consequential economic or otherwise or wastage of material resulting from or caused by or to the Goods, the Connected Goods or Application Support. In particular the Seller shall not be liable for any loss of profits or other economic losses.

9.9 INDEMNITY

The Customer shall fully indemnify the Seller against all losses, damages, costs, actions, claims, demands, fees and other expenses (legal or otherwise) the Seller may incur in consequence of the Goods or Connected Goods being (whether in whole or in part and directly or indirectly) involved in a claim under the Consumer Protection Act 1987 except to the extent that the alleged defect in the product was directly caused by an act or omission of the Seller.

10 TERMINATION

- 10.1 If the Customer fails to make payment for the Goods in accordance with the Contract, or commits any other material breach of the Contract, or suffers distress or execution, or becomes insolvent, or commits an act of bankruptcy, or enters into any arrangement or composition with its creditors, or goes or is put into liquidation (other than solely for the purposes of amalgamation or reconstruction), or if an administrative receiver or administrator is appointed over the whole or any part of the Customer's business, or if a petition for an administration order is presented to the Court, then all payments outstanding in respect of the Goods shall become immediately due and payable.
- 10.2 In such circumstances, the Seller may, without prejudice to any rights which have accrued or may accrue, at its discretion:
 - 10.2.1 suspend all future deliveries of Goods and/or Services to the Customer; and/or
 - 10.2.2 terminate the Contract immediately by written notice without liability to the Customer; and/or
 - 10.2.3 exercise any other rights available under this Contract or at law.
 - 10.2.4 Termination of the Contract shall not affect the accrued rights, remedies, obligations, or liabilities of either party up to the date of termination.
 - 10.2.5 Nothing in this clause shall affect the Customer's statutory rights, including the right to terminate the Contract where the Seller is in material breach and fails to remedy such breach within a reasonable time after receiving written notice from the Customer.

11 MISCELLANEOUS

- 11.1 The Customer hereby consents to the Seller sub-contracting all or any part of its rights and obligations under the Contract.
- 11.2 The Customer may not assign, mortgage, charge, or dispose of any of its rights or obligations under the Contract without the prior written consent of the Seller.
- 11.3 The Contracts (Rights of Third Parties) Act 1999 shall not apply to this Contract and no person who is not a party to this Contract shall have any rights to enforce its terms.
- 11.4 The Seller's failure or delay in exercising any right or remedy under the Contract shall not constitute a waiver of that right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy.
- 11.5 The Customer shall reimburse the Seller for all reasonable costs and expenses (including legal costs) properly incurred by the Seller in enforcing the provisions of this Contract, except where the Customer is a Consumer and such recovery would be contrary to law.

- 11.6 If any provision of these Conditions is found to be invalid or unenforceable, such invalidity or unenforceability shall not affect the remaining provisions, which shall remain in full force and effect.
- 11.7 On supply and installation orders, unless otherwise stated, the Seller will remove and dispose of the replaced existing windows, doors, glass and/or frames. Disposal of other construction waste or rubble is also generally included unless specifically agreed. Where asbestos or suspected asbestos-containing materials are discovered, the Seller will not handle or dispose of such materials; the Customer acknowledges that any investigation, removal or disposal of asbestos shall be the Customer's responsibility and will be chargeable as an additional cost if arranged by the Seller.
- 11.8 Any energy ratings stated on the order are based on standard test conditions for our standard frames and may vary depending on the final specification and installation.
- 11.9 The Customer acknowledges that the Seller may adjust frame specifications and/or section sizes where reasonably required to ensure the Goods fit the application. Such changes shall not materially affect the agreed appearance, colour, or layout of the Goods.
- 11.10 Unless exact colour codes (e.g. RAL or BS codes) are specified in writing, the colour of the Goods shall be supplied in the Seller's standard colour range, subject to availability.
- 11.11 It is the Customer's responsibility to inform the Seller if the premises are a listed building, within a conservation area, subject to an Article 4 Direction, located within a World Heritage Site or Site of Special Scientific Interest, or otherwise subject to planning restrictions, covenants, or restrictions in the property deeds which may affect the works. Unless otherwise agreed, the Customer shall obtain all necessary consents, approvals, or permissions required for the works. Where approvals require Additional Items, the Seller will issue a revised Quotation to the Customer. In the event that the revised Quotation is not accepted by the Customer within 7 days, the Seller may cancel the Contract by written notice to the Customer.
- 11.12 If the Customer fails to inform the Seller that the premises fall within one of these planning restrictions the Seller shall be entitled to assume either that they are not or that the Customer has obtained all necessary consents. The Seller shall have no liability for any loss, damage, or delay arising as a result of the Customer's failure to obtain such consents.
- 11.13 Marketing & Photography**
The Customer consents to the Seller taking photographs and/or video recordings of the works carried out at the Customer's premises for the purposes of quality control, training and marketing. Such material may be used by the Seller in, including but not limited to, brochures, websites, social media platforms (such as Facebook and Instagram), and other promotional media. The Seller agrees not to disclose the Customer's address or personal details in connection with such use.
- 11.14 Access, Welfare & Utilities**
Unless otherwise agreed in writing, the Customer shall provide the Seller and its employees, agents or subcontractors with free and uninterrupted access to the premises for the purpose of carrying out the works, including delivery and removal of materials. The Customer shall also make available, at no cost to the Seller, reasonable use of electricity, water, and welfare facilities (such as toilet access and washing facilities) for the duration of the works.

12 NOTICES

- 12.1 Any notice, consent, notification, acknowledgement, authority or agreement required or referred to in the Contract shall be:
- 12.1.1 In writing; and
- 12.1.2 Given to the party for whom it is intended as such party's registered or main office or last known address; and
- 12.1.3 Given by registered or recorded delivery post or facsimile transmission and shall be deemed to have been received 5 days after the date of posting or 1 day after the date of transmission as the case may be.

13 DEPOSITS

- 13.1 The deposit is part of the contract. If the contract is cancelled within the given “cooling off period” the entire deposit will be refunded.
- 13.2 If the contract is cancel outside of the 7 days cooling off period then the entire deposit is non refundable.

14 CANCELLATION & COSTS INCURRED

- 14.1 Following acceptance of the Contract, the Seller will carry out a detailed survey of the site. The Customer acknowledges that any site visit undertaken by a sales representative prior to the Contract is for guidance purposes only and does not constitute a survey.
- 14.2 Should the detailed survey reveal that additional works are required to enable the Goods and/or Services to be installed, the Seller will notify the Customer of such works and any additional costs. If the Customer does not agree to the additional costs and wishes to cancel the Contract, the Customer shall be liable for all reasonable costs incurred by the Seller up to the date of cancellation, including but not limited to survey costs, professional services (such as SAP tests, drawings, or planning applications), administrative expenses, and the cost of any Goods or components ordered.
- 14.3 If the Customer has paid a deposit which is insufficient to cover such costs, the Seller reserves the right, at its discretion, to issue an invoice for the outstanding balance of the costs incurred, which shall be payable within 7 days of the invoice date.

15 WHOLE AGREEMENT

- 15.1 The agreement, and any documents referred to it, constitute the whole agreement between the parties and supersede any previous arrangement, understanding or agreement between them relating to the subject matter they cover.

NOTICE OF CANCELLATION RIGHTS

The purchaser has the right to cancel the contract with Stratton Glass & Windows Limited, if he/she wishes and that right can be expressed by sending or taking a written Notice of Cancellation to Stratton Glass & Windows Limited, 9 Hopper Way, Diss, Norfolk, IP22 4GT within 7 days following the date the contract was made. The Purchaser may use the cancellation form provided below if he/she wishes.

Example Cancellation Form

Cancellation Form

Stratton Glass & Windows Ltd.
Unit 9 Hopper Way,
Diss,
IP22 4GT
Tel: (01379) 647332
Email: sales@strattonglass.co.uk

Quote No. (if applicable):
Date of contract:
Consumer Name:
Consumer Address:
.....
Post Code:

I/We hereby give notice that I/We wish to cancel the contract signed in our name dated above.

PAGE 10

Signed:

Dated: