



## Contract Terms, Conditions and Guarantee

**1.** Deposits: Information about the scope of the operation of the deposit protection offered, is set out in the document that you should have received with this paperwork, if you are a private individual(s), or customer(s).

**2.** You have the right to cancel this contract if you want to. This right can be exercised by delivering or sending a cancellation notice to the person/company mentioned in the next paragraph 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.

The cancellation notice may be given to Applegate Home Improvements Ltd, 4 Downs Close, Farnborough, Hampshire GU14 9GQ or Robert.applegate10@yahoo.co.uk If you are unhappy with your contract for any reason it can be cancelled and a refund of the deposit can be obtained by taking or sending a letter to us at Applegate Home Improvements Ltd.

You may use the cancellation form provided with this contract if you so wish.

The notice of cancellation is deemed to be served as soon as it is posted or sent to Applegate Home Improvements Ltd or in the case of an electronic communication from the day it is sent to Applegate Home Improvements Ltd.

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.

Any related credit agreement will be automatically be cancelled if the contract for goods and services is cancelled.

**3.** Following any survey which reveals significant unforeseen additional work being required at an extra cost to you or your property being unsafe or unsuitable for the work to be carried out, both you or we have the right to cancel the contract. The Survey would take place at a time agreed by you and us, but no later than 14 days after the signing of the contract. In event of no agreement being achieved refer to clause 1. In the above event you will be provided with full details of the survey findings and any deposit will be returned to you.

**4.**

**a)** You will allow installation to commence within the estimated installation period. If within 6 weeks of the end of the estimated installation period, you are unable to accept an appointment for installation, 80% of the purchase price is then payable and installation or delivery will follow as soon as is reasonably practicable by agreement between us.

**b)** If the work is not commenced within the estimated installation period stated in the contract, you may write to us, requiring the work to be completed within six weeks or some other period agreed (preferably in writing) between you and us. If the work is not completed within this extended period, you may cancel the outstanding work covered by the contract without penalty to yourself by sending us a letter advising us of your wishes. We recommend that you send this letter by recorded delivery. In addition, you will be entitled to a refund of any monies which represent a payment for the installation of materials by us in excess of any work actually carried out by ourselves. However, if we carried out any work to a value which exceeds any payment made by you we will be entitled to the payment of the difference. In the event of cancellation, you are entitled to deduct any additional amount which can be shown if you have to pay more than the purchase price to others to complete the installation. In any of the above cases the value of the work will be agreed by you and us. In the event of no agreement being achieved refer to clause 1.

**c)** We shall not be liable for any delay in the completion of the work which arises from causes beyond our control. (for example fire, flooding, civil disturbances, strike action by others, criminal damage and acts of war.)

**d)** You or we are entitled to cancel this contract in the event of any serious breach of contract by you or us.



## Contract Terms, Conditions and Guarantee (Continued)

5. You will pay us the balance of the purchase price on completion when you are reasonably satisfied that the products have been properly installed in accordance with the terms of this contract. Any remedial work will be covered under guarantee.
6. We shall retain ownership of any goods which have not yet been fixed to your property, until the purchase price has been paid.
7.
  - a) We will remove and dispose of all replaced existing doors, windows and/or frames unless you ask us to leave them on your premises.
  - b) We will be liable for any damage caused to your property which was not necessary for the completion of the contract and such damage was caused by us not exercising reasonable care and skill.
8.
  - a) Regarding the quality and description of the goods and/or services:

We guarantee to repair where we deem it to be practicable and appropriate, and if not, to replace, free of all charges for labour and materials, any product including any insulating glass unit which develops a fault, (including condensation between the glasses of the units) and the construction of the base of a conservatory if included in the installation, due to defective materials or workmanship within 10 years of the date of installation. You must notify us of any claim under the terms of this guarantee within 28 days of discovery of the fault, preferably by sending us a recorded delivery letter.
  - b) Electrics and Plumbing will be guaranteed for 1 year.
  - c) Despite the fact that your statutory rights remain unaffected, this guarantee does not extend to:
    - Minor imperfections within the glass and outside 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 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.
    - Any condensation which appears on the outside of the panes of glass.
9. Nothing in these conditions will reduce your statutory rights relating to faulty or miss-described goods and services. For further information about your statutory rights contact your Local Authority Trading Standards Department or Citizens Advice Bureau.
10. This guarantee is fully transferable from date of invoice.