

TERMS AND CONDITIONS

Definitions: The following terms shall have the meanings set forth below:

“Buyer/Purchaser” means the party identified on the face of this Contract with whom Hayling Glazing Conservatories Limited is selling the goods and services to.

“Seller” means Hayling Glazing Conservatories Limited, acting through its companies or business units, as identified on the face of this Contract.

“Contract” means the instrument of contracting and the release document for the Work to be performed. “Work” means all required labour, materials, supplies, goods, and services constituting the subject matter of this Contract.

1. All terms of the contract between the Purchaser and HAYLING GLAZING CONSERVATORIES LIMITED are contained in this document. This document when accepted by or on behalf of the Buyer is a complete record of the Terms of the Contract. No admission by the Seller whether by way of indulgence or otherwise or failure or delay to properly enforce the Buyer’s rights hereunder shall be construed as a waiver of the Buyer’s rights. No guarantee, representation or warranty is made or given by HAYLING GLAZING CONSERVATORIES LIMITED save as appears herein and no agent or employee of HAYLING GLAZING CONSERVATORIES LIMITED has authority to make any guarantees, representations or warranties. No variation of or addition to the work specified in the schedule attached shall have effect unless agreed in writing by HAYLING GLAZING CONSERVATORIES LIMITED.
2. During the course of the works; if problems of a structural nature become apparent (and which could not have reasonably been foreseen by HAYLING GLAZING CONSERVATORIES LIMITED) then HAYLING GLAZING CONSERVATORIES LIMITED shall have the right to call in a suitably qualified structural surveyor to advise on the problem and report in writing at the Purchasers expense with the recommendations to be implemented by the Purchaser and at the Purchasers expense as soon as practical to enable HAYLING GLAZING CONSERVATORIES LIMITED to proceed safely with its works.
3. The Purchaser shall grant HAYLING GLAZING CONSERVATORIES LIMITED employees access to the premises at all reasonable times.
4. All works fitted by HAYLING GLAZING CONSERVATORIES LIMITED will be manufactured and fitted substantially in accordance with the schedule attached but HAYLING GLAZING CONSERVATORIES LIMITED reserves the right to make such modifications as it may consider necessary.
5. HAYLING GLAZING CONSERVATORIES LIMITED undertakes to use its best endeavours to adhere to any delivery period quoted to the Purchaser but time shall not be of the essence of the contract and HAYLING GLAZING CONSERVATORIES LIMITED shall not be liable in any respect of any delay in installation caused by reasons beyond HAYLING GLAZING CONSERVATORIES LIMITED control nor for any consequential loss resulting there from.
6. Glass used in the works is of the best quality reasonably attainable but may have minor imperfections and HAYLING GLAZING CONSERVATORIES LIMITED shall not be obliged to replace any such as are not covered by the warranty of the glass manufacturer. The standards of blemish acceptability as laid down by the glass and glazing federation shall be used in the event of a dispute.

7. All materials shall be of good quality but the Seller shall be under no liability whatsoever in respect of minor blemishes and imperfections not guaranteed by the Material Supplier or Distributors. No work will be done with materials supplied other than those specified in the Contract.
 - a. The risk of the goods sold shall pass to the customer on delivery.
 - b. The customer should keep the goods fully insured against all risks throughout the period between the risk therein passing to the customer and the property therein ceasing to remain with HAYLING GLAZING CONSERVATORIES LIMITED.
 - c. HAYLING GLAZING CONSERVATORIES LIMITED double-glazed units are designed primarily to reduce the heat loss that occurs through single glazing. The fitting of double-glazed units will not itself eliminate condensation in the premises and no guarantee, representation or warranty is given that the condensation will be eliminated or reduced. Neither as a representative of HAYLING GLAZING CONSERVATORIES LIMITED the authority to give any such guarantee, representation or warranty.
 - d. Notwithstanding delivery of the goods (or of any documents representing the goods) the property of the goods shall remain with HAYLING GLAZING CONSERVATORIES LIMITED until the customer has paid HAYLING GLAZING CONSERVATORIES LIMITED in full, in cash or cleared funds.
 - e. Until property of the goods passes to the customer in accordance with 7a. above without prejudice to HAYLING GLAZING CONSERVATORIES LIMITED other rights.
 - f. HAYLING GLAZING CONSERVATORIES LIMITED invoices are due for payment on completion or as stated on the invoice. Any invoice outstanding beyond this point will be referred to Daniel Silverman Limited and will be subject to a surcharge of 15% plus VAT to cover the collection costs incurred. This surcharge together with all other charges and legal fees incurred will be the responsibility of the customer and will be legally enforceable. Seller reserves the right to withhold deliveries if trading/payment terms agreed are not adhered to.
 - g. HAYLING GLAZING CONSERVATORIES LIMITED will make good any damage caused in the course of the installation to plaster, rendering or brickwork immediately surrounding any windows or door installed, but do not undertake to repair damage to surrounding tiling, wallpaper or paintwork or to remove intact panes of glass frames from old windows required to be retained by the Purchaser. HAYLING GLAZING CONSERVATORIES LIMITED will endeavour to ensure that any making good will match existing finishes but shall not be liable for non-matching due to weathering of the existing materials or non-availability of matching materials. HAYLING GLAZING CONSERVATORIES LIMITED accepts no responsibility to any damage resulting from structural or other defects in the property at which the installations is carried out.
 - h. All variations must be agreed in writing between the parties otherwise the Seller shall not be obliged to make account thereof.
 - i. Orders for goods made or obtained specially cannot be cancelled or the goods returned.
8. HAYLING GLAZING CONSERVATORIES LIMITED undertakes to repair or replace free of charge any defective frame unit supplied by HAYLING GLAZING CONSERVATORIES LIMITED provided that the defect is notified in writing to HAYLING GLAZING CONSERVATORIES LIMITED within a period of 10 years from date of installation and provided also that the installation has been maintained in accordance with

HAYLING GLAZING CONSERVATORIES LIMITED recommendations. Fair wear and tear is not covered by HAYLING GLAZING CONSERVATORIES LIMITED guarantee, hardware is guaranteed for a period of 1 year only. Sealed units are guaranteed for a period of 5 years only. This guarantee is non-transferable.

9. All illustrations, details etc., submitted at tender stage or contained in the Seller brochure, price list or advertisements, must be regarded as approximate representations only, and not binding in detail unless stated to be so in the Contract. All particulars of the goods offered are stated in good faith as being approximately correct, but small deviations there from shall not violate the Contract terms nor be made the basis of any claim against the Seller. Any glass sizes or Georgian or lead layouts given will be without liability.

10. Where glass and glazing forms part of the Contract, Seller does not accept responsibility for any damage and breakage after glazing. Where pre-glazed units form part of the Contract the Seller shall only accept liability for damage when the Seller is directly handling the materials.

11. Discounts from list are based on compliance with trading and payment terms agreed within the Contract. Non-payment will result in the full list price becoming due and payable and any agreed discount being withdrawn. All guarantees will be withdrawn until all sums due are paid in full including any charges.

12. All orders are subject to a deposit and the remainder to be paid on completion of the works. Please note that VAT is subject to variation, and should there be a change in the VAT rate this will become applicable immediately the Contract comes into effect.

13. The Purchaser has the right to cancel the order without penalty, other than deposit insurance premium, provided that HAYLING GLAZING CONSERVATORIES LIMITED receives such a request in writing within 7 days of the date the deposit is paid. Any cancellation after this time period will result in pro rata charges being made to the customer. If applicable the Purchaser may be required to pay for goods or services supplied or ordered if performance of the contract has begun with the Purchasers written agreement before the end of the cancellation period.

14. Notice of the right to cancel – within 7 days. If you wish to cancel the contract you **MUST DO SO IN WRITING** and deliver notice of your cancellation personally or sent it (which may be by electronic mail) to Helen Cole.