

1. **"The Contract"** means the contract between us, Premier and you the Customer **"the Customer"** which includes these terms and conditions and the Order Form/Invoice which sets out the products which we will supply you with **"the Products"** and which where necessary contains the specification **"Specification"** of the installation and other services which we will provide **"the Services"**.

2. Payment of the Contract Price

2.1 The price of the Products and Services will be the quoted price set out in the Order Form (including VAT).

2.2 We will tell you by a letter if there are difficulties in our carrying out the installation Services which our surveyor could not have discovered in carrying out the Survey. We will be entitled to charge up to a further 10% of the total Contract Price in overcoming these difficulties. If you do not agree to this, you will have the right to cancel the contract but only on terms explained in clause 4 below.

2.3 You must pay a deposit when you place an order. You must pay the balance of the Contract Price before we deliver the Products or when we complete the installation Services. Paying on time is an essential part of this Contract.

2.4 If you tell us the Products or Services are not complete because of a minor fault, we will inspect the work. Any amount which you withhold must not be more than the cost of our rectifying the fault which you have told us about.

2.5 If you fail to pay the Contract Price when it is due, we will charge you interest from the due date until we have collected the full amount owing and will charge you interest on any overdue amount at the rate of 4% per month above our bank's interest rate. We will also use other remedies and rights to claim interest.

2.6 If you are paying by a finance agreement you will not have entered into the Contract and will not be obliged to pay the Contract Price until the Finance Company has confirmed their agreement to the loan.

3. Delivery

3.1 We can deliver within 14 days from the order being placed but the customer can choose a later delivery if they don't require the product this quickly.

3.2 You must accept delivery of the Products and sign the Delivery Note. Delivery is made using our own vehicles.

3.3 We will arrange for a survey "the Survey". This is for our own use. We will contact you before carrying out the Survey. If the date of the Survey is not convenient, you must agree to an alternative date.

3.4 We will arrange for a start date "Start Date" to carry out the installation Services. You cannot cancel or postpone the Start Date within 1 week without paying a cancellation fee as set out in paragraph 4 below. You must enable our team to gain access to the Property to carry out the work. Installation Services are carried out in all weather conditions. You must provide a power source so that we can use our tools and access to water. At the end of the installation, you must sign a Completion Note.

3.5 If you do not allow the Survey or the installation Services to be carried out, we will be entitled to treat this Contract as cancelled. You will be responsible for paying a cancellation fee as explained in paragraph 4 below.

4. Cancellation & Returns

4.1 You have 7 days to cancel from date of order. You can make changes to the design if the product has not gone into production. This may incur extra cost. We do not put any supply only products into production until we have received full payment.

The Contract cannot be cancelled or changed by you at any time once the product has gone into production unless you pay for any reasonable expense or loss including our loss of profit on the finished work and any manufacturing and administrative expenses incurred in carrying out the Contract.

4.2 Because all our products are manufactured for each individual customer we cannot accept returns.

4.3 All damages or faults must be registered within 3 days after delivery.

5. Your Responsibilities

You are responsible for the following;

5.1 Unless we are carrying out installation Services, you must provide accurate and reliable measurements of the Products. You are responsible for your choice of Products and whether they fit or otherwise conform to your requirements.

5.2 If we are to carry out installation Services, we will carry out a Survey but you must ensure that the Order Form reflects your requirements. You are responsible for your choice of Products.

5.3 In preparing for the installation Services, you must ensure that you have complied with all laws, regulations including any planning or other permission which may be necessary to install the Products. You are responsible for obtaining the permission or licence and for paying for it. If you fail to do this we have the right to obtain permission on your behalf and add the cost of this to the Contract Price or to cancel the Contract on the basis explained in paragraph 4 above.

5.4 You must ensure that the location of the work is clear and free from curtains, ornaments and fixtures such as blinds and curtain poles and any phone, electrical or gas connections.

5.5 You must ensure that our team are able to work in safety and you must prevent any hazards or dangerous conditions. You must keep children and pets away from the area and take reasonable steps to contribute to a safe working environment.

5.6 You are responsible for fully co-operating with our team and carrying out their instructions.

6. Ownership of the Products

6.1 You do not own the Products until you have paid the full Contract Price and any other amounts you owe. Until this time you must keep the Products carefully for our benefit.

6.2 You will be responsible for any loss and damage to the Products from the date of their delivery or installation in the Property.

7. The Products and Services

7.1 We may change the Specification of the Products and Services we believe it reasonably necessary to do so because of the safety or legal requirements or because of unavailability.;

7.2 We will remove all items from the Property which are to be replaced unless we have agreed otherwise with you.

7.3 We will make good and reinstate the brickwork and plaster immediately surrounding the installation. We do not accept responsibility for restoring the Property to its original state of decoration if this has been affected by the Products or Services.

7.4 We cannot accept responsibility for providing Products or Services which are an exact match to materials in your Property.

7.5 We cannot accept responsibility for the size and specification of Products which we have not installed.

7.6 If we are required to carry a further inspection of the Property we will make a additional charge of up to £395.00 plus vat.

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8. Our Guarantee

8.1 We will give you a guarantee that the Products and Services supplied are free from defect and have been supplied in accordance with the Order Form.

8.2 We guarantee our Products and Services against poor workmanship.

8.3 We will give you a guarantee for all sealed glass units for 5 years from the date of delivery and for hardware for 1 year from the date of delivery. Our guarantee protects you against condensation provided that it is inside the sealed unit. We do not guarantee against damage caused by fair wear and tear or caused by someone other than ourselves.

8.4 We guarantee that the profiles supplied in white and coloured UPVC will not discolour within 10 years of the date of delivery.

8.5 You cannot transfer the guarantee set out in paragraph 8 to a new owner of your Property unless you have agreed with us in writing. Transfer is at our discretion. We can charge an inspection and administration fee of up to £395.00 plus vat. We will not transfer the guarantee if the inspection reveals that you have damaged the Products.

9. Exemptions and Limitations

9.1 Whilst we may accept liability for death or personal injury or damage to your Property which has been directly caused by our acts or failures, we will not be liable to you for any loss or damage however caused where the reason causing the loss or damage :-

- (1) can be corrected by us,
- (2) is claimed from someone other than you and has not signed this Contract,
- (3) has been caused by our carrying out your instructions or those of your representatives,
- (4) arises out of your actions or failures or arises out of the Property itself,
- (5) has been caused by the delayed delivery of the Products or Installation Services or any part of them,
- (6) has been caused by an Act of God or nature, including adverse weather conditions,

9.2 as the Products and Services are for your home, we cannot be held responsible for any loss of profits or other losses from your business, revenue or goodwill,

9.3 You must always inform us of a problem and give us a reasonable opportunity of putting it right. We will not pay for work or products other than our own.

9.4 We are not liable to you for an amount that is more than the

total Contract Price.

9.5 In entering into the Contract you have agreed that the Contract Price has been calculated on the basis of the limits to our liability which are set out in this clause of the Contract and that they are fair and reasonable in all the circumstances known at the time.

9.6 This does not affect your right to use the Supply of Goods and Services Act 1982.

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10. Other Provisions

10.1 We will try and resolve any problems with you in the first instance amicably and reasonably. This does not prevent us from using the terms of the Contract against you at a later date..

10.2 Any term in the Contract which is found to be illegal or unenforceable shall not invalidate the remaining terms of the Contract.

10.3 The Contract means this document, the Order Form and/or the Specification of installation Services. It does not include any other documents and supersedes all previous agreements.

10.4 In entering into this Contract you confirm that you have not relied on any sales pitch, explanation or other assurance except those set out in the Contract.

10.5 The Contract shall be subject to the laws of England and the exclusive jurisdiction of the English Courts.

11. Privacy Policy

11. We do not store any financial data of our customers.(credit or debit card details)

11.1 we do not pass any of our customer details to third party companies