

1. THESE TERMS

- 1.1 What these terms cover. These are the terms and conditions on which we supply products to you, whether these are goods or services.
- 1.2 Why you should read them. Please read these terms carefully before you submit your order to us. These terms tell you who we are, how we will provide products to you, how you and we may change or end the contract, what to do if there is a problem and other important information. If you think that there is a mistake in these terms please contact us to discuss.

2. INFORMATION ABOUT US AND HOW TO CONTACT US

- 2.1 Who we are. We are Radbury Double Glazing Ltd. Our company registration number is SC387528 and our registered office and address is, West Sanquhar Road, Ayr, Ayrshire KA8 9HP. Our registered VAT number is 103 0269 69.
- 2.2 How to contact us. You can contact us by telephoning our customer service team at 01292 287994 or by writing to us at Radbury Double Glazing Ltd, West Sanquhar Road, Ayr, Ayrshire KA8 9HP. Email info@radburydoubleglazing.co.uk.
- 2.3 How we may contact you. If we have to contact you we will do so by telephone or by writing to you at the email address or postal address you provided to us in your order.
- 2.4 "Writing" includes emails. When we use the words "writing" or "written" in these terms, this includes emails.

3. OUR CONTRACT WITH YOU

- 3.1 Our quotation. A quotation will be provided to you during the sales process.
- 3.2 How we will accept your order. Our acceptance of your order will take place when we tell you that we are able to provide you with the product at which point a contract will come into existence between you and us.
- 3.3 If we cannot accept your order. If we are unable to accept your order, we will inform you of this and will not charge you for the product. This might be because the materials to make the product are out of stock, because of unexpected limits on our resources which we could not reasonably plan for, because a credit reference we have obtained for you does not meet our minimum requirements, because we have identified an error in the price or description of the product or because we are unable to meet a delivery deadline you have specified.
- 3.4 Your order number. We will assign an order number to your order and tell you what it is when we accept your order. It will help us if you can tell us the order number whenever you contact us about your order.
- 3.5 We only sell to the UK. Our brochure and website are solely for the promotion of our products in the UK. Unfortunately, we do not accept orders from addresses outside the UK.

4. OUR PRODUCTS

- 4.1 Products may vary slightly from their pictures. The images of the products in our brochure and on our website are for illustrative purposes only. Although we have made every effort to display the colours accurately, we cannot guarantee that a product's display of the colours or the printed pictures in our brochure accurately reflects the colour of the products. Your product may vary slightly from those images. Although we have made every effort to be as accurate as possible, because our products are made-to-measure, all sizes, weights, capacities, dimensions and measurements indicated are for guidance only.
- 4.2 Sample products used for demonstration purposes are to demonstrate the working of a typical product and its composition. Products ordered by you will be manufactured and installed by us using suitable materials and installed in accordance with industry best practice.
- 4.3 The individual panes of double glazing and design shall be determined by us. Glass used will be sourced from manufacturers of the highest reputation and will conform to the highest industry and safety standards.
- 4.4 All Quotations and delivery estimates are given and orders accepted in good faith and based on materials and labour being normally available.
- 4.5 Making sure your measurements are accurate. If we are making the product to measurements you have given us you are responsible for ensuring that these measurements are correct.
- 4.6 Where we undertake a survey to take measurements for the supply and fitting of our products then we shall be responsible for ensuring measurements are correct.

5. YOUR RIGHTS TO MAKE CHANGES

- If you wish to make a change to the product you have ordered please contact us. We will let you know if the change is possible. If it is possible we will let you know about any changes to the price of the product, the timing of supply or anything else which would be necessary as a result of your requested change and ask you to confirm whether you wish to go ahead with the change.

6. OUR RIGHTS TO MAKE CHANGES

- 6.1 Minor changes to the products. We may change the product:
 - (a) to reflect changes in relevant laws and regulatory requirements; and
 - (b) to implement minor technical adjustments and improvements, for example to address a security threat.These changes will not affect your use of the product.
- 6.2 More significant changes to the products and these terms. In addition, as we informed you in the description of the product in our brochure and on our website, we may make further changes to the product, but if we do so we will notify you and you may then contact us to end the contract and receive a full refund before the changes take effect.

7. PROVIDING THE PRODUCTS

- 7.1 When we will provide the products. During the order process we will let you know when we will install the products to you. We will install them to you as soon as reasonably possible and will contact you with an estimated delivery date or to agree a delivery date.
- 7.2 We are not responsible for delays outside our control. If our supply of the products is delayed by an event outside our control then we will contact you as soon as possible to let you know and we will take steps to minimise the effect of the delay. Provided we do this we will not be liable for delays caused by the event, but if there is a risk of substantial delay you may contact us to end the contract and receive a refund of any deposit for any products you have paid for but not received.
- 7.3 You agree to allow us access to your property at all reasonable times to allow proper surveys to be undertaken and to allow installation to be completed without delay and in accordance with your order.

- 7.4 If you do not allow us access to provide services. If you do not allow us access to your property to undertake a necessary survey or to install the products as arranged (and you do not have a good reason for this) we may charge you additional costs incurred by us as a result. If, despite our reasonable efforts, we are unable to contact you or re-arrange access to your property we may end the contract and clause 9.2 will apply.
- 7.5 We shall use reasonable skill and care when installing your windows and doors. Damage to any plastering or rendering work during installation will be repaired unpainted by us. We shall not be responsible for any decoration either inside or out caused during installation. While due care will be taken when removing and installing replacement windows at an existing tiled area, Radbury shall not be responsible for accidental breakage. Should you wish us to decorate then we at our discretion shall provide you with a quotation to make an additional charge.
- 7.6 If during a survey a need for a lintel is identified then this will be chargeable. A quotation will be provided to you and work shall only commence when the additional cost has been agreed by you.
- 7.7 You will be responsible for moving furniture, fixtures and fittings such as ornaments, radiators, television and telephone cables, carpets and a clear workspace to allow us to install the products properly.
- 7.8 When you become responsible for the product. The product will be your responsibility from the time we deliver and install the product to the address you gave us.
- 7.9 When you own goods. You own a product which is goods once we have received payment in full.
- 7.10 What will happen if you do not give required information to us? We may need certain information from you so that we can supply the products to you. If so, this will have been stated in the description of the products in our brochure or on our website. We will contact you to ask for this information. If you do not give us this information within a reasonable time of us asking for it, or if you give us incomplete or incorrect information, we may either end the contract (see clause 9.1) or make an additional charge of a reasonable sum to compensate us for any extra work that is required as a result. We will not be responsible for supplying the products late or not supplying any part of them if this is caused by you not giving us the information we need within a reasonable time of us asking for it.
- 7.11 Reasons we may suspend the supply of products to you. We may have to suspend the supply of a product to:
 - (a) deal with technical problems or make minor technical changes;
 - (b) update the product to reflect changes in relevant laws and regulatory requirements;
 - (c) make changes to the product as requested by you or notified by us to you (see clause 6).
- 7.12 Your rights if we suspend the supply of products. We will contact you in advance to tell you we will be suspending supply of the product, unless the problem is urgent or an emergency. If we have to suspend the product for longer than 30 days we will adjust the price so that you do not pay for products while they are suspended. You may contact us to end the contract for a product if we suspend it prior to manufacture, or tell you we are going to suspend it, in each case for a period of more than 30 days and we will refund any sums you have paid in advance for the product in respect of the period after you end the contract.
- 7.13 We may also suspend supply of the products if you do not pay. If you do not pay us for the products when you are supposed to (see clause 11.4) and you still do not make payment within 7 days of us reminding you that payment is due, we may suspend supply of the products until you have paid us the outstanding amounts. We will contact you to tell you we are suspending supply of the products. We will not suspend the products where you dispute the unpaid invoice (see clause 11.6). We will not charge you for the products during the period for which they are suspended. As well as suspending the products we can also charge you interest on your overdue payments (see clause 11.5).

8. YOUR RIGHTS TO END THE CONTRACT

- 8.1 You can always end the contract for the supply of a product before it has been manufactured. You may contact us to end your contract for a product at any time before we have manufactured it or completed supplying it and you have paid for it, but in some circumstances we may charge you for doing so, as described below. Of course, you always have rights where a product is faulty or mis-described (see clause 10, "If there is a problem with the products").
- 8.2 What happens if you have a good reason for ending the contract. If you are ending a contract for a reason set out at (a) to (e) below the contract will end immediately and we will refund you in full for any products which have not been provided or have not been provided properly and you may also be entitled to further compensation. The reasons are:
 - (a) we have told you about an upcoming change to the product or these terms which you do not agree to (see clause 6.2);
 - (b) we have told you about an error in the price or description of the product you have ordered and you do not wish to proceed;
 - (c) there is a risk that supply of the products may be significantly delayed because of events outside our control;
 - (d) we have suspended supply of the products for technical reasons, or notify you we are going to suspend them for technical reasons, in each case for a period of more than 30 days; or
 - (e) you have a legal right to end the contract because of something we have done wrong.
- 8.3 What happens if you end the contract without a good reason. If you are not ending the contract for one of the reasons set out in clause 8.2, then the contract will end immediately and we will refund any sums paid by you for products not provided but we may deduct from that refund (or, if you have not made an advance payment, charge you) reasonable compensation for the net costs we will incur as a result of your ending the contract.
- 8.4 Returning products after ending the contract. If you end the contract after products have been dispatched to you and (because we cannot recall them) they are delivered to you, you must return them to us. If you are ending the contract because we have told you of an upcoming change to the product or these terms, an error in pricing or description, a delay in delivery due to events outside our control or because you are exercising your legal rights to end the contract because of something we have done wrong then we will arrange return of the product.

9. OUR RIGHTS TO END THE CONTRACT

- 9.1 We may end the contract if you break it. We may end the contract for a product at any time by writing to you if:
- you do not make any payment to us when it is due and you still do not make payment within 7 days of us reminding you that payment is due;
 - you do not, within a reasonable time of us asking for it, provide us with information that is necessary for us to provide the products;
 - you do not, within a reasonable time, allow us to deliver the products to you or collect them from us; or
 - you do not, within a reasonable time, allow us access to your premises to supply the services.
- 9.2 You must compensate us if you break the contract. If we end the contract in the situations set out in clause 9.1 we will refund any money you have paid in advance for products we have not provided but we may deduct or charge you reasonable compensation for the net costs we will incur as a result of your breaking the contract.

10. IF THERE IS A PROBLEM WITH THE PRODUCT

- 10.1 How to tell us about problems. If you have any questions or complaints about the product, please contact us. You can telephone our customer service team at 01292 287994 or write to us at info@radburydoubleglazing.co.uk or Radbury Double Glazing Ltd, West Sanquhar Road, Ayr, Ayrshire KA8 9HP. Alternatively, please speak to one of our staff in-store.
- 10.2 Summary of your legal rights. We are under a legal duty to supply products that are in conformity with this contract. See the box below for a summary of your key legal rights in relation to the product.

Nothing in these terms will affect your legal rights.

Summary of your key legal rights

This is a summary of your key legal rights. These are subject to certain exceptions. For detailed information please visit the Citizens Advice website www.adviceguide.org.uk or call 03454 04 05 06.

If your product is goods, for example the windows or doors, the Consumer Rights Act 2015 says goods must be as described, fit for purpose and of satisfactory quality. During the expected life of your product your legal rights entitle you to the following:

- up to 30 days: if your item is faulty, then you can get a refund.
- up to six months: if your faulty item can't be repaired or replaced, then you're entitled to a full refund, in most cases.
- up to six years: if the item can be expected to last up to six years you may be entitled to a repair or replacement, or, if that doesn't work, some of your money back.

If your product is services, for example the fitting of doors and windows, the Consumer Rights Act 2015 says:

- you can ask us to repeat or fix a service if it's not carried out with reasonable care and skill, or get some money back if we can't fix it.
- if you haven't agreed a price upfront, what you're asked to pay must be reasonable.
- if you haven't agreed a time upfront, it must be carried out within a reasonable time.

- 10.3 Your obligation to return rejected products. If you wish to exercise your legal rights to reject products you must either return them in person to where you bought them or allow us to collect them from you. We will pay the costs of collection.
- 10.4 Your right to change your mind. We, Radbury Double Glazing Ltd of West Sanquhar Road, Ayr Ayrshire KA8 9HP, offer the following guarantee which is in addition to your legal rights (as described in clause 10.2) and does not affect them. If you change your mind about a product either before it is made where the product is made-to-measure, or delivered or within 7 days of confirming your order, please contact us to arrange for a full refund if any deposit was paid. This guarantee is only offered to consumers resident in the UK.
- 10.5 Transferring our guarantee. You may transfer our guarantee to a person who has acquired the product. We may require the person to whom the guarantee is transferred to provide reasonable evidence that they are now the owner of the relevant item or property, for example evidence of ownership of your property where the products are installed.
- ## 11. PRICE AND PAYMENT
- 11.1 Where to find the price for the product. The price of the product (which includes VAT) will be the price set out in our Quotation and/or price list in force at the date of your order unless we have agreed another price in writing. We take all reasonable care to ensure that the price of product advised to you is correct. However please see clause 11.3 for what happens if we discover an error in the price of the product you order.
- 11.2 We will pass on changes in the rate of VAT. If the rate of VAT changes between your order date and the date we supply the product, we will adjust the rate of VAT that you pay, unless you have already paid for the product in full before the change in the rate of VAT takes effect.
- 11.3 What happens if we got the price wrong. It is always possible that, despite our best efforts, some of the products we sell may be incorrectly priced. We will normally check prices before accepting your order so that, where the product's correct price at your order date is less than our stated price at your order date, we will charge the lower amount. If the product's correct price at your order date is higher than the price stated in our Quotation, we will contact you for your instructions before we accept your order. If we accept and process your order where a pricing error is obvious and unmistakable and could reasonably have been recognised by you as a mispricing, we may end the contract and refund you any sums you have paid.
- 11.4 When you must pay and how you must pay. We accept payment by cheque, bank transfer, Debit or Credit Cards. If you pay by credit card then a charge of 2.5% will be made. When you must pay depends on what product you are buying: For products, you must pay for the products once we have installed them. We will not charge your credit or debit card until we have installed the products.
- 11.5 We can charge interest if you pay late. If you do not make any payment to us by the due date we may charge interest to you on the overdue amount at the rate of 2% a year above the base lending rate from time to time. This 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.
- 11.6 What to do if you think an invoice is wrong. If you think an invoice is wrong please contact us promptly to let us know and we will not charge you interest until we have resolved the issue.

12. OUR RESPONSIBILITY FOR LOSS OR DAMAGE SUFFERED BY YOU

- 12.1 We are responsible to you for foreseeable loss and damage caused by us. If we fail to comply with these terms, we are responsible for loss or damage you suffer that is a foreseeable result of our breaking this contract or our failing to use reasonable care and skill, but we are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if either it is obvious that it will happen or if, at the time the contract was made, both we and you knew it might happen, for example, if you discussed it with us during the sales process.
- 12.2 When we are liable for damage to your property. If we are installing products in your property, we will make good any damage to your property caused by us while doing so. However, we are not responsible for the cost of repairing any pre-existing faults or damage to your property that we discover while providing the services.
- 12.3 During installation of the product we shall use reasonable skill and care and good working practices. Any plastering or rendering work affected by installation shall be repaired but not painted. While due care will be taken when removing and installing replacement windows at an existing tiled area, Radbury shall not be responsible for accidental breakage. We shall not be responsible for any decoration inside or out, caused during installation at your property. Any alteration, modification or additional work is required (for example the installation of a lintel) shall be your responsibility and at your cost.
- 12.4 Where you require additional work not foreseen during the sales process and which was not brought to our attention by you and which during installation you request us to undertake then we shall be entitled to make an additional charge for such work.
- 12.5 You will be responsible for moving services, fixtures and fittings (e.g. ornaments), radiators, telephone and television cables, electrical wiring; removal of furniture, curtains, rails carpets and fittings and create a clear work space to enable a safe installation of the product
- 12.6 We are not liable for business losses. We only supply the products for domestic and private use. If you use the products for any commercial, business or re-sale purpose we will have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.

13. HOW WE MAY USE YOUR PERSONAL INFORMATION

- 13.1 How we will use your personal information. We will use the personal information you provide to us:
- to supply the products to you;
 - to process your payment for the products; and
 - if you agreed to this during the order process, to inform you about similar products that we provide, but you may stop receiving these at any time by contacting us.
- 13.2 We may pass your personal information to credit reference agencies. Where we extend credit to you for the products we may pass your personal information to credit reference agencies and they may keep a record of any search that they do.
- 13.3 We will only give your personal information to other third parties where the law either requires or allows us to do so.
- ## 14. OTHER IMPORTANT TERMS
- 14.1 We may transfer this agreement to someone else. We may transfer our rights and obligations under these terms to another organisation. We will always tell you in writing if this happens and we will ensure that the transfer will not affect your rights under the contract.
- 14.2 You need our consent to transfer your rights to someone else (except that you can always transfer our guarantee). You may only transfer your rights or your obligations under these terms to another person if we agree to this in writing. However, you do not need our agreement to transfer the benefit of our guarantee in clause 10.4 (see clause 10.5).
- 14.3 Nobody else has any rights under this contract (except someone you pass your guarantee on to). This contract is between you and us. No other person shall have any rights to enforce any of its terms, except as explained in clause 14.2 in respect of our guarantee. Neither of us will need to get the agreement of any other person in order to end the contract or make any changes to these terms.
- 14.4 If a court finds part of this contract illegal, the rest will continue in force. Each of the paragraphs of these terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.
- 14.5 Even if we delay in enforcing this contract, we can still enforce it later. If we do not insist immediately that you do anything you are required to do under these terms, or if we delay in taking steps against you in respect of your breaking this contract, that will not mean that you do not have to do those things and it will not prevent us taking steps against you at a later date. For example, if you miss a payment and we do not pursue you but we continue to provide the products, we can still require you to make the payment at a later date.
- 14.6 Which laws apply to this contract and where you may bring legal proceedings. These terms are governed by English law and you can bring legal proceedings in respect of the products in the English courts. If you live in Scotland you can bring legal proceedings in respect of the products in either the Scottish or the English courts. If you live in Northern Ireland you can bring legal proceedings in respect of the products in either the Northern Irish or the English courts.
- 14.7 Alternative dispute resolution. Alternative dispute resolution is a process where an independent body considers the facts of a dispute and seeks to resolve it, without you having to go to court.

If you are not happy with how we have handled any complaint, you may want to contact the alternative dispute resolution provider we use. You can submit a complaint to The Ombudsman Service Ltd, Wilderspool Park, Warrington, United Kingdom WA4 6HL, Telephone 0333 300 1620, via their website at www.consumer-ombudsman.org or email complaints@consumer-ombudsman.org. The Ombudsman Service Ltd will not charge you for making a complaint and if you are not satisfied with the outcome you can still bring legal proceedings.

Radbury Double Glazing Ltd

Registered Office: 1 Brandon Gardens, Prestwick KA9 1RY
Registered in Scotland No: 387528 VAT No: 103 0269 69