

BUSINESS AND CONDITIONS OF TRADING

Clover Conservatories and Construction Limited: hereafter referred to as the Company

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. **CANCELLATION:** Where contracts are negotiated away from our business premises, 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 Pichells Place, Wall Hills Farm, Hereford Road, Ledbury, Herefordshire, HR8 2PR, sent within fourteen days following the date on which the contract was signed. In the interest of certainty, we recommend that you send any cancellation by recorded delivery.
3. **SURVEY:** 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 cancellation period. 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. **INSTALLATION:** 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 payments 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.
5. **PAYMENT:** You will pay us the balance of the purchase price when you are reasonably satisfied that the products have been properly installed in accordance with the terms of this contract.
6. **OWNERSHIP:** We shall retain ownership of any goods which have not yet been fixed to your property, until the purchase price has been paid.
7. **REMOVAL:** 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. **QUALITY AND DESCRIPTION:** 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 framework, 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. Any insulating glass unit which develops a fault, including condensation between the glasses of the units is guaranteed for a period of 5 years. In the case of all other parts and materials, or if we have replaced a sealed unit in existing framework (not installed by ourselves) for a period of 1 year from 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) 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 the 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. **STATUTORY RIGHTS:** Nothing in these conditions will reduce your statutory rights relating to faulty or mis-described goods and services. For further information about your statutory rights contact your Local Authority Trading Standards Department or Citizens Advice Bureau.