

# Guarantee Terms & Conditions

## 1. These terms

1.1 These are the terms and conditions on which we supply products, being goods and/or services, to you.

## 2. Information about us and how to contact us

2.1 We are M & M Glazing Ltd a company registered in England and Wales. Our company registration number is 07384185 and our registered office is at Unit 802 Merlin Park, Ringtail Road, Ormskirk, L40 8JY. Our registered VAT number is 102497728.

2.2 We are a franchisee of the "Cloudy2Clear" franchise operating under licence granted by Cloudy2Clear UK Limited.

## 3. Our contract with you

3.1 Our acceptance of your order will take place when we contact you to accept it, at which point a contract will come into existence between you and us.

3.2 If we are unable to accept your order, we will inform you of this and will not charge you for the product.

3.3 Our brochure and marketing material is solely for the promotion of our products in the UK. We do not accept orders from addresses outside the UK.

## 4. 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.

## 5. Delivery and installation

5.1 During the order process we may let you know when we intend to deliver and install the products. Following your order we will contact you to agree a date for delivery and installation. We will contact you if we will not be able to deliver and install the products on such date and agree an alternative date.

5.2 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 for any products you have paid for but not received.

5.3 If you do not allow us access to your property to perform the services 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 8.2 will apply.

5.4 If during the course of installation, problems of a structural nature become apparent (and which could not have been foreseen by us) then we shall have the right to call in a suitably qualified structural surveyor to advise on the problem and report in writing at your expense, with any recommendation(s) to be implemented by you at your expense as soon as practical to enable us to proceed safely with installation.

5.5 We will not have any liability to you in respect of any pre-existing structural problems with any property at which installation has taken place.

5.6 All goods fitted by us will be manufactured and fitted substantially in accordance with the quotation form with which these terms and conditions are provided (Quotation Form). We reserve the right to make such adjustments, improvements or modifications as we consider necessary. If you do not agree to any material adjustment, modification or improvement you have the right to end the contract under clause 6.1.

5.7 While we try to ensure that any glass incorporated in any goods is of the best quality reasonably obtained, any glass provided may have minor imperfections. We will not be obliged to replace any such glass that is not covered by warranty of the glass manufacturer. In the event of a dispute, the standards of blemish acceptability as laid down by the Glass and Glazing Federation shall be used.

5.8 A product which is goods will be your responsibility from the time we have delivered and installed the product to the address you gave us. It will be your responsibility to insure the products.

5.9 Our double glazed units are designed primarily to reduce the heat loss which 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 condensation will be eliminated or reduced.

5.10 You own goods once we have received payment in full for them. Notwithstanding delivery of the goods (or of any documents representing the goods) the title of the goods shall remain our property until you have paid us in full in cash or cleared funds. Until title of the goods passes to us, without any prejudice to our other rights, we may maintain an action for the price of the goods.

5.11 We may suspend the supply of a product to:

- deal with technical problems or make minor technical changes;
- update the product to reflect changes in relevant laws and regulatory requirements; or
- make changes to the product as requested by you or notified by us to you and agreed between us and you.

5.12 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. You may contact us to end the contract for a product if we suspend it, or tell you we are going to suspend it, in each case for a period of more than 14 days following the intended date of delivery and installation and we will refund any sums you have paid in advance for the product in respect of the period after you end the contract.

## 6. Your rights to end the contract

6.1 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 and you may also be entitled to compensation. The reasons are:

- we have told you about an error in the price or description of the product you have ordered which is disadvantageous to you and you do not wish to proceed;
- there is a risk that supply of the products may be significantly delayed because of events outside our control;
- we have informed you of a material modification, adjustment or improvement under clause 5.6;
- in the circumstance set out in clause 5.12; or
- you have a legal right to end the contract because of something we have done wrong.

6.2 You do not have the right to cancel or change your mind in respect of:

- any goods which are made to measure/bespoke (including all panes of glass); or
- services, once these have been completed, even if the cancellation period is still running.

6.3 You have the right to cancel or change your mind only in relation to goods which are not made to measure/bespoke (Standard Goods) and services, as set out in this clause:

- Standard Goods: you have 14 days after the date you receive the Standard Goods to change your mind.
- Services: you have 14 days after the day we contact you to confirm we accept your order in which to change your mind in respect of any services we are to perform (please note clause 6.4 below). However, once we have completed the services (e.g. installation) you cannot change your mind, even if the period is still running. If you cancel after we have started the services, you must pay us for any goods

that form part of your order and the services provided up until the time you tell us that you have changed your mind.

6.4 If you cancel or change your mind in relation to an order for delivery and/or installation services then we may charge you reasonable costs of delivery for any goods in the same order which you have not cancelled.

## 7. How to end the contract with us (including if you have changed your mind)

7.1 If you want to end the contract with us and you are entitled to do so under clause 6, please let us know by doing one of the following:

- call customer services on 0800 6121 118. Please provide your name, home address, details of the order and, where available, your phone number and email address.
- fill in the model cancellation form provided and post it to us or simply write to us including details of what you bought, when you ordered or received it and your name and address.

7.2 We will undertake replacement and/or reinstallation at our own cost:

- if the products are faulty or misdescribed; or
- if reasonable care and skill has not been taken in the provision of the services.

In all other circumstances you must pay the costs of return, replacement and/or reinstallation.

7.3 If you are entitled to a refund we will refund you the price you paid for the products including delivery and installation costs, by the method you used for payment. We will make any refunds due to you as soon as possible. If you are exercising your right to change your mind then your refund will be made within 14 days of your telling us you have changed your mind. However, we may make deductions from the price, as described below.

7.4 If you are exercising your right to change your mind:

- we may reduce your refund of the price (excluding delivery costs) to reflect any reduction in the value of the goods, if this has been caused by your handling them in a way which would not be permitted in a shop. If we refund you the price paid before we are able to inspect the goods and later discover you have handled them in an unacceptable way, you must pay us an appropriate amount.
- the maximum refund for delivery costs will be the costs of delivery by the least expensive delivery method we offer.
- where the product is a service, we may deduct from any refund an amount for the supply of the service for the period for which it was supplied, ending with the time when you told us you had changed your mind. The amount will be in proportion to what has been supplied, in comparison with the full coverage of the contract.

## 8. Our rights to end the contract

8.1 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; or
- you do not, within a reasonable time, allow us to deliver and install the products.

8.2 If we end the contract in the situations set out in clause 8.1 we will refund any money you have paid in advance for products we have not provided, save that we will not refund any made to measure/bespoke goods you have ordered and in respect of which we have incurred costs, but we may deduct or charge you reasonable compensation for the net costs we will incur as a result of your breaking the contract.

## 9. Guarantee

9.1 A 25 year guarantee in relation to certain of our goods and services is offered by C2C UK Warranty Limited (company number: 10084297) which has its registered office at Ground Floor, 73 Liverpool Road, Crosby, Merseyside L23 5SE. This guarantee is more generous than your legal rights under the Consumer Contracts Regulations. We are not responsible for or liable for the provision of such guarantee and we do not represent or warrant that C2C UK Warranty Limited shall meet its obligations under such guarantee. This guarantee does not affect your legal rights in relation to faulty or misdescribed products (see clause 10.1).

## 10. If there is a problem with the product

10.1 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](http://www.adviceguide.org.uk) or call 03454 04 05 06.

If your product is goods, 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 includes services, for example installation of goods, 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.

## Guarantee Terms & Conditions (Cont)

### 11. Price and payment

- 11.1 The price of the product (which includes VAT) will be the price indicated in our Quotation Form. Please see clause 11.2 for what happens if we discover an error in the price of the product you order.
- 11.2 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 to you, we will contact you for your instructions before we accept your order.
- 11.3 We accept payment by cash and cheque and any credit or debit cards we inform you we accept. If specified in the Quotation Form you must make an advance payment before we start providing services or deliver the goods. We will invoice you for the balance of the price when we have completed delivery and/or installation (as appropriate). Each invoice is payable on receipt of the invoice.
- 11.4 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 of HSBC Bank plc 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.

### 12. Our responsibility for loss or damage suffered by you

- 12.1 We do not exclude or limit in any way our liability to you where it would be unlawful to do so. This includes liability for death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors; for fraud or fraudulent misrepresentation; for breach of your legal rights in relation to the products as summarised at clause 10.1.
- 12.2 If we are providing services 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 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 We will use the personal information you provide to us:
- (a) to supply the products to you;
  - (b) to process your payment for the products;
  - (c) to give you information about similar products that we provide, but you may stop receiving this at any time by contacting us;
  - (d) to supply to our franchisor Cloudy2Clear UK Limited for the purposes set out in clause 13.1(c) above and in connection with the management and operation of the franchise; and
  - (e) to supply to the C2C UK Warranty Limited for the purposes of providing the 25 year guarantee referred to in clause 9.
- 13.2 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 our rights and obligations under these terms to another organisation. We will 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 may only transfer your rights or your obligations under these terms to another person if we agree to this in writing.
- 14.3 This contract is between you and us. No other person shall have any rights to enforce any of its terms.
- 14.4 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 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 chase you but we continue to provide the products, we can still require you to make the payment at a later date.
- 14.6 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.

### Which? Terms & Conditions

As a Which? Trusted Trader we have a range of support services available to us and our customers. One of these services is access to an independent Alternative Dispute Resolution (ADR) service, which enables our customers to seek an impartial review of a complaint in the unlikely event that we are unable to resolve it between ourselves.

This is a free service for the customer, offered by Dispute Resolution Ombudsman, an approved government scheme. Further information about the Ombudsman can be found at <http://www.disputeresolutionombudsman.org/whichtrustedtraders/> or by telephoning them on **0333 241 3209**.