



B&D Glazing LTD

**Assure**  
Certified Installer



veriforce  
**CHAS**  
Accredited Contractor

**BNI**

**CPA** Consumer  
Protection  
Association



# DEPOSIT, PAYMENT, CANCELLATION & TITLE RETENTION POLICY

**Company Name:** B&D Glazing LTD

**Company Address:** U6 South Fens Business Centre, Fenton Way, Chatteris, PE16 6TT

**Company Number:** 16696442

## 1. Deposit and Payment Requirements

**1.1** A deposit equal to **fifty percent (50%) of the total contract price for the supply of products** is required before the Company will place any orders for the manufacture or supply of **windows, doors, or roof lanterns**.

**1.2** This deposit secures the ordering of materials, manufacturing of products, and allocation of production resources.

**1.3** No products will be ordered, and no installation date will be confirmed until the required deposit has been received in **cleared funds**.

**1.4** The **remaining balance for the supply of the products must be paid in full prior to delivery** of the windows, doors, or roof lanterns, unless otherwise agreed in writing by the Company.

**1.5** In addition to the product deposit, a payment equal to **fifty percent (50%) of the installation service cost** must be paid **no later than seven (7) calendar days prior to the scheduled installation (fitting) date**.

**1.6** The remaining balance for the installation services will be payable in accordance with the terms set out in the contract or invoice.

**1.7** Failure to make payments within the required timeframes may result in delays to ordering, delivery, or installation, and the Company reserves the right to **postpone or cancel scheduled works without liability** until payment is received.

## 2. Payment of Balance

2.1 Unless otherwise agreed in writing, the remaining balance shall be due **in full immediately upon practical completion of the installation works.**

2.2 Practical completion occurs when the works are substantially complete and capable of normal use, notwithstanding minor snagging items.

2.3 The Company reserves the right to:

- Withhold any certification (including ASSURE or Building Control compliance where applicable)
- Withhold warranty documentation
- Suspend further works

until full payment has been received.

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## 3. Late Payment

3.1 If any sum due remains unpaid beyond the due date, the Company reserves the right to charge interest on the outstanding amount at a rate of:

**8% above the Bank of England base rate**, calculated daily from the due date until payment is received in full.

3.2 The Company reserves the right to recover all reasonable costs incurred in recovering overdue payments, including:

- Administrative costs
- Debt recovery fees
- Legal fees
- Court costs

3.3 Late payment shall constitute a material breach of contract.

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## 4. Retention of Title

4.1 Legal and beneficial ownership of all goods supplied, including but not limited to windows, doors, roof lanterns, roof lights, frames, glazing units, and associated materials, shall remain with the Company until full payment has been received in cleared funds.

4.2 Until ownership transfers:

- The Client shall hold the goods as bailee for the Company.
- The Client shall not remove, alter, dispose of, or allow any third party to interfere with the goods.

4.3 In the event of non-payment, the Company reserves the right to:

- Enter the property (upon reasonable notice and in accordance with the law)
- Remove unpaid goods where reasonably practicable
- Recover losses through legal means

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## 5. Cancellation by the Client

5.1 All cancellations must be made in writing via email and shall only take effect upon written acknowledgement by the Company.

5.2 Where written cancellation is received no later than seventy-two (72) hours prior to the scheduled installation date, the deposit shall be refunded in full, except where costs have been reasonably incurred in accordance with clause 5.4.

5.3 Where cancellation is received less than seventy-two (72) hours before the scheduled installation date, the deposit shall be forfeited in full as a genuine pre-estimate of the Company's losses.

5.4 Where any goods (including, without limitation, bespoke, made-to-measure, special-order, or cut-to-size items) have been ordered, manufactured, processed, or allocated to the Client's order, the Client shall be liable for the full cost of such goods. This is on the basis that such goods are not suitable for resale or are unlikely to be resold without significant loss.

Upon cancellation, such goods shall remain at the Client's risk and expense, and the Company shall be entitled to payment in full for those goods. The Company may, at its discretion, make such goods available for collection or arrange delivery at the Client's cost.

5.5 The Company reserves the right to charge the Client for all reasonable costs and losses incurred as a direct result of cancellation, including (but not limited to) labour, administration, materials, and third-party charges, provided that such charges are proportionate and demonstrable.

5.6 The Company shall take reasonable steps to mitigate its losses where possible, including attempting to resell standard (non-bespoke) goods. Any sums recovered through resale will be credited to the Client where appropriate.

5.7 Nothing in this clause affects the Client's statutory rights under the Consumer Rights Act 2015 or other applicable consumer protection legislation. However, the Client acknowledges that they remain responsible for costs reasonably incurred by the Company up to the point of cancellation.

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## 6. Missed or Failed Installation Visits

6.1 If the installation team attends site and is unable to carry out the scheduled works due to circumstances not attributable to the Company (including but not limited to lack of access, site unprepared, Client absence, missing approvals, or missing components), a **Failed Visit Charge** shall apply.

### Standard Charges:

#### Two-person team:

- £800 per full day
- £400 per half day

#### Single installer:

- £400 per full day
- £200 per half day

6.2 Where actual losses exceed these figures, the Company reserves the right to deduct a proportionate and reasonable amount reflecting actual loss, not exceeding the deposit paid.

6.3 A further installation date will not be confirmed until the failed visit charge has been paid or deducted and any outstanding balance settled.

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## 7. Payment Methods & Section 75 Protection

7.1 Deposits may be paid via:

- Company website
- Telephone payment
- In person
- Bank transfer (where offered)

7.2 Where a deposit is paid by credit card, the Client may benefit from protection under **Section 75 of the Consumer Credit Act 1974**, subject to eligibility criteria and the individual card provider's terms.

7.3 Section 75 protection generally applies to qualifying transactions between £100 and £30,000.

7.4 All payments remain subject to this Policy and the Company's Terms & Conditions.

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## 8. Insurance Backed Guarantee

8.1 All installation works are covered for the duration of the Company's installation warranty by an Insurance Backed Guarantee provided through the **Consumer Protection Association (CPA)**.

8.2 The Company is a registered CPA member under **Membership Number 4976**.

8.3 The Insurance Backed Guarantee provides protection in the event the Company ceases trading and is unable to honour its installation warranty, subject to CPA terms and conditions.

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## 9. Entire Agreement

This Policy forms part of the legally binding contract between the Company and the Client and must be read alongside:

- The Quotation
- The Company Terms & Conditions
- The Warranty Terms

In the event of conflict, the Company's written contract documentation shall prevail.

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## 10. Client Acknowledgment & Signature

By signing below, the Client confirms that they:

- Have read and understood this Deposit, Payment, Cancellation & Title Retention Policy
- Agree to be legally bound by its terms
- Accept the deposit structure and payment obligations
- Acknowledge the retention of title clause

- Understand the late payment and recovery provisions
- Acknowledge CPA Insurance Backed Guarantee protection

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### **Client Details**

Client Name:

Installation Address:

Signature:

Date:

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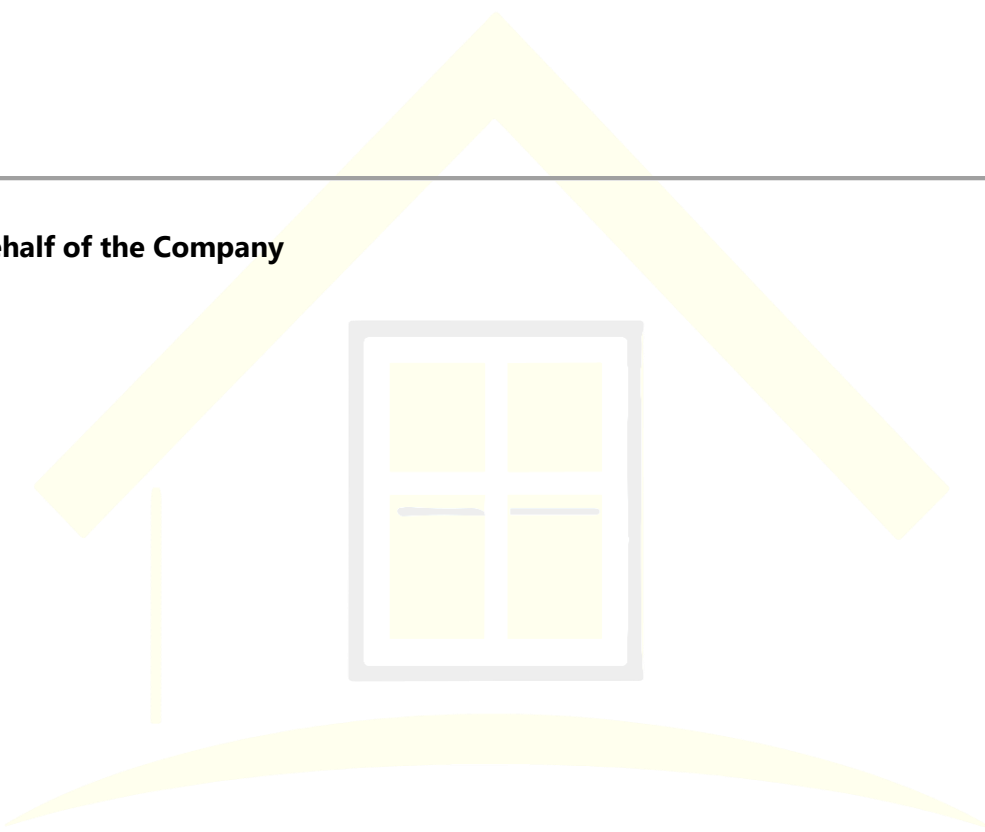
### **For and on behalf of the Company**

Name:

Position:

Signature:

Date:



B&D Glazing LTD