

## **Fenestration Factory Limited**

### **Terms and Conditions for Supply of Goods and/or Services**

#### **1. Where to find information about us and our products**

You can find everything you need to know about us, Fenestration Factory, and our products on our website, in our brochures, or from our sales staff before you order. We also confirm the key information to you in writing after you order by email.

#### **2. We don't give business customers all the same rights as consumers**

For example, business customers have different rights where there is a problem with a product and we don't compensate them in the same way for losses caused by us or our products. Where a term applies just to businesses or just to consumers, this is clearly stated. You are a business customer if you are buying products wholly or mainly for use in connection with your trade, business, craft or profession, even if you are an individual.

#### **3. When you buy from us you are agreeing:**

- We only accept orders when we have checked them.
- Sometimes we reject orders.
- When we charge you.
- We charge interest on late payments.
- We pass on increases in VAT.
- We're not responsible for delays outside of our control.
- Products can vary slightly from their pictures.
- You're responsible for making sure your measurements are accurate.
- We charge you if you don't give us the information we need.
- If you are a consumer and you bought online, by mail order, over the telephone or on your doorstep, you have a legal right to change your mind in some circumstances.
- You have rights if there is something wrong with your product.

- We can change products and these terms.
- We can suspend supply (and you have rights if we do).
- We can withdraw products.
- We can end our contract with you.
- We don't compensate you for all losses caused by us or our products.
- We use your personal data as set out in our Privacy Notice.
- You have several options for resolving disputes with us.
- Other important terms apply to our contract.

**4. If you are a business customer this is our entire agreement with you**

If you are a business customer these terms constitute the entire agreement between us in relation to your purchase. You acknowledge that you have not relied on any statement, promise, representation, assurance or warranty made or given by us or on our behalf which is not set out in these terms and that you have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this Agreement.

**5. We only accept orders when we've checked them**

We will aim to contact you within 48 hours to confirm we've accepted your order. It is your responsibility to check that all of the details of your order are complete and accurate before placing it with us.

**6. Sometimes we reject orders**

Sometimes we reject orders, for example, because a product is unexpectedly out of stock, because a credit reference we have obtained is unsatisfactory, because you are located outside our delivery areas, because the product was mispriced by us or because the product is not suitable for the intended use you have communicated to us. When this happens, we let you know as soon as possible and refund any sums you have paid.

**7. When we charge you**

If you are a consumer, we will charge you when we accept your order. If you are a business customer, we will charge you in accordance with the payment terms we agree with you.

If your product is goods (rather than services), you will own it once we have received payment in full.

**8. If you are a business customer you have no set-off rights**

If you are a business customer you must pay all amounts due to us under these terms in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).

**9. We charge interest on late payments**

If we're unable to collect any payment you owe us we charge interest on the overdue amount at the rate of 4% a year above the Bank of England base rate from time to time. This interest accrues on a daily basis from the due date until the date of actual payment of the overdue amount, whether before or after judgement. You pay us the interest together with any overdue amount.

**10. We pass on increases in VAT**

If the rate of VAT changes between your order date and the date we supply the product, we adjust the rate of VAT that you pay, unless you have already paid in full before the change in the rate of VAT takes effect.

**11. We're not responsible for delays outside our control**

If our supply of your product is delayed by an event outside our control, such as delays in our own supply chain, we will contact you as soon as possible to let you know and do what we can to reduce the delay. As long as we do this, we won't compensate you for the delay, but if the delay is likely to be substantial you can contact our Customer Service Team by email at [info@fenestrationfactory.co.uk](mailto:info@fenestrationfactory.co.uk) or by telephone on 0330 122 1787 to end the contract and receive a refund for any products you have paid for in advance, but not received, less reasonable costs we have already incurred.

**12. Products can vary slightly from their pictures**

A product's true colour may not exactly match that shown on your device or in our marketing or its packaging may be slightly different.

**13. You're responsible for making sure your measurements are accurate**

You are responsible for checking the details of your order are accurate and complete before placing it with us. If we're making or supplying the product to measurements you provide, you're responsible for making sure those measurements are correct. Contact our Customer Service Team by email at [info@fenestrationfactory.co.uk](mailto:info@fenestrationfactory.co.uk) or by telephone on 0330 122 1787 if you are unsure how to provide accurate measurements.

**14. We charge you if you don't give us information we need**

We may charge you additional sums if you don't give us information we've asked for about how we can access your property for delivery, installation or to provide services or if you don't do preparatory work for installation, as agreed with us. For example, we might need to re-deliver on another vehicle or with extra manpower or reschedule services.

**15. If you are a consumer and you bought online, by mail order, over the telephone or on your doorstep, you have a legal right to change your mind**

**Your legal right to change your mind.** For products bought online, by mail order, over the telephone or on your doorstep, you have a legal right to change your mind about your purchase and receive a refund of what you paid for it, including the delivery costs. This is subject to some conditions, as set out below.

**When you can't change your mind.** You can't change your mind about an order for:

- services, once these have been completed;
- goods that are made to your specifications (including to your measurements) or are clearly personalised; and
- goods which become mixed inseparably with other items after their delivery.

**The deadline for changing your mind.** If you change your mind about a product you must let us know no later than 14 days after:

- the day we deliver your product, if it is **goods**, for example a roof lantern. If the goods are split into several deliveries over different days, the period runs from the day after the last delivery.
- the day we confirm we have accepted your order, if it is for a **service**, for example installation of a solid conservatory roof on an existing conservatory.

**How to let us know.** To let us know you want to change your mind, contact our Customer Service Team by email at [info@fenestrationfactory.co.uk](mailto:info@fenestrationfactory.co.uk) or by telephone on 0330 122 1787.

**You have to return the product at your own cost.** If your product is goods, for example, pitched roof windows, you have to return them (and any free gifts provided with it) to us within 14 days of your telling us you have changed your mind. Returns are at your own cost. You can:

- bring the product to us at our premises at 171 Sunderland Road, South Shields, Tyne and Wear, NE34 6AD. You will need your email receipt and the card you paid with.
- send the product back to us, using an established delivery service. If you do this you should keep a receipt or other evidence from the delivery service that proves you have sent it and when you sent it. If you don't do this and we don't receive the goods at all or within a reasonable time we won't refund you the price. For help with returns, including our collection arrangements for goods, contact our Customer Service Team by email at [info@fenestrationfactory.co.uk](mailto:info@fenestrationfactory.co.uk) or by telephone on 0330 122 1787.

**We only refund standard delivery costs.** We don't refund any extra you have paid for express delivery or delivery at a particular time.

**You have to pay for services you received before you change your mind.** If you bought a service (such as the installation of a roof lantern) we don't refund you for the time you were receiving the services before you told us you'd changed your mind.

**We reduce your refund if you have used or damaged a product.** If you handle the product in a way which would not be acceptable in-store, we reduce your refund, to compensate us for its reduced value. For example, we reduce your refund if the product's condition is not "as new", price tags have been removed, the packaging is damaged or accessories are missing. In some cases, because of the way you have treated the product, no refund may be due. Contact our Customer Service Team by email at [info@fenestrationfactory.co.uk](mailto:info@fenestrationfactory.co.uk) or by telephone on 0330 122 1787 and they can advise you on whether we're likely to reduce your refund.

**When and how we refund you.** If your product is a service or goods that haven't been delivered or that we're collecting from you, we refund you as soon as possible and within 14

days of you telling us you've changed your mind. If your product is goods that you're sending back to us, we refund you within 14 days of receiving them back from you (or receiving evidence you've sent them to us). We refund you by the method you used for payment. We don't charge a fee for the refund.

**16. You can end an on-going contract**

We tell you when and how you can end an on-going contract with us (for example, for regular services) during the order process and we confirm this information to you in writing after we've accepted your order. If you have any questions, please contact our Customer Service Team by email at [info@fenestrationfactory.co.uk](mailto:info@fenestrationfactory.co.uk) or by telephone on 0330 122 1787.

**17. You have rights if there is something wrong with your product**

**Return the product to us.** If you think there is something wrong with your product, you must either bring it back to us at 171 Sunderland Road, South Shields, NE34 6AD or contact our Customer Service Team by email at [info@fenestrationfactory.co.uk](mailto:info@fenestrationfactory.co.uk) or by telephone on 0330 122 1787.

**Your rights and remedies if you are a consumer.** We honour our legal duty to provide you with products that are as described to you on our website and that meet all the requirements imposed by law. Your legal rights are summarised below. These are subject to certain exceptions. For detailed information please visit the Citizens Advice website [www.citizensadvice.org.uk](http://www.citizensadvice.org.uk). Remember too that you have several options for resolving disputes with us (see section 24 below).

### Summary of your key legal rights

If your product is **goods**, for example a roof lantern, the Consumer Rights Act 2015 says goods must be as described, fit for purpose and of satisfactory quality. During the expected lifespan of your product your legal rights entitle you to the following:

**Up to 30 days:** if your goods are faulty, then you can get a refund.

**Up to six months:** if your goods can't be repaired or replaced, then you're entitled to a full refund, in most cases.

**Up to six years:** if your goods do not last a reasonable length of time, you may be entitled to some money back.

If your product is **services**, for example the installation of a roof lantern, 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 a price hasn't been agreed upfront, what you're asked to pay must be reasonable. If a time hasn't been agreed upfront, it must be carried out within a reasonable time.

**Your rights if you are a business.** We warrant that on delivery any products which are goods shall:

- conform in all material respects with their description and any relevant specification;
- be free from material defects in design, material and workmanship;
- be of satisfactory quality (within the meaning of the Sale of Goods Act 1979); and
- be fit for any purpose held out by us.

**Your remedies if you are a business.** Unless an exception applies (see **Exceptions to business customers' warranty** below) if:

- you give us notice in writing within a reasonable time of discovery that a product does not comply with the business customer warranty (see **Your rights if you are a business** above);
- we are given a reasonable opportunity of examining such product; and
- you return such product to us at our cost,

we shall, at our option, repair or replace the defective product, or refund the price of the defective product in full and this will be your only remedy for breach of the warranty. These terms shall apply to any repaired or replacement products supplied by us.

**Exceptions to business customers' warranty.** We will not be liable for a product's failure to comply with the business customer warranty (see **Your rights if you are a business** above) if:

- you make any further use of such product after telling us it is non-compliant;



- the defect arises because you failed to follow our oral or written instructions as to the storage, installation, commissioning, use or maintenance of the product or (if there are none) good trade practice;
- the defect arises because we followed any drawing, design or specification supplied by you;
- you alter or repair the product without our written consent; or
- the defect arises because of fair wear and tear, wilful damage, negligence, or abnormal working conditions.

**Manufacturer's guarantees.** If you ask us to, we will use all reasonable endeavours to transfer to you the benefit of any guarantee in respect of the products available from the manufacturer, but we may require you to pay our costs of doing so.

#### **18. We can change products and these terms**

**Changes we can always make.** We can always change a product:

- to reflect changes in relevant laws and regulatory requirements; and
- to make minor technical adjustments and improvements, for example to address a safety concern. These are changes that don't affect your use of the product.

#### **19. We can suspend supply (and you have rights if we do)**

**We can suspend the supply of a product.** We do this 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 (see **We can change products and these terms** above).

**We let you know, may adjust the price and may allow you to terminate.** We contact you in advance to tell you we're suspending supply, unless the problem is urgent or an emergency. If we suspend the product, we will adjust the price so you don't pay for it while its suspended. If we suspend supply, or tell you we're going to suspend supply, for more than 90 days you can

contact our Customer Service Team by email at [info@fenestrationfactory.co.uk](mailto:info@fenestrationfactory.co.uk) or by telephone on 0330 122 1787 to end the contract and we'll refund any sums you've paid in advance for products you won't receive.

## 20. We can withdraw products

We can stop providing a product. If we stop providing a product you have ordered, we let you know as soon as possible and refund any sums you've paid in advance for products which won't be provided.

## 21. We can end our contract with you

We can end our contract with you for a product and claim any compensation due to us if:

- you don't make any payment to us when it's due and you still don't make payment within 30 (thirty) days of our reminding you that payment is due;
- you don't, within a reasonable time of us asking for it, provide us with information, cooperation or access that we need to provide the product;
- you don't, within a reasonable time, either allow us to deliver the product to you or collect it from us; or
- you do not, within a reasonable time, allow us access to your premises to supply the services.

## 22. We don't compensate you for all losses caused by us or our products

**Our liability to consumers.** We're responsible for losses you suffer caused by us breaking this contract unless the loss is:

- **Unexpected.** It was not obvious that it would happen and nothing you said to us before we accepted your order meant we should have expected it (so, in the law, the loss was unforeseeable).
- **Caused by a delaying event outside our control.** As long as we have taken the steps set out in the section **We're not responsible for delays outside our control** above.
- **Avoidable.** Something you could have avoided by taking reasonable action.

- **A business loss.** Our liability for any loss you suffer in connection with your trade, business, craft or profession is limited, as described in **Our liability to businesses** below.

**Our liability to businesses.** If you're a business, then, except in respect of the losses described in **Losses we never limit or exclude** below:

- we shall not be liable to you, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of profit, or any indirect or consequential loss arising under or in connection with any contract between us; and
- our total liability to you for all other losses arising under or in connection with any contract between us, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall be limited to one hundred per cent (100%) of the total sums paid by you for products under such contract.

**Losses we never limit or exclude.** Nothing in these terms shall limit or exclude our liability for:

- death or personal injury caused by our negligence, or the negligence of our employees, agents or subcontractors (as applicable);
- fraud or fraudulent misrepresentation;
- breach of the terms implied by section 12 of the Sale of Goods Act 1979 or section 2 of the Supply of Goods and Services Act 1982; or
- defective products under the Consumer Protection Act 1987; or
- any matter in respect of which it would be unlawful for us to exclude or restrict liability.

**No implied terms about goods.** Except to the extent expressly stated in **Your rights if you are a business**, we exclude all terms implied by sections 13 to 15 of the Sale of Goods Act 1979 and sections 3 to 5 of the Supply of Goods and Services Act 1982.

## 23. We use your personal data as set out in our Privacy Notice

How we use any personal data you give us is set out in our Privacy Notice:

<https://www.fenestrationfactory.co.uk/privacy-policy/>

## 24. You have several options for resolving disputes with us

**Our complaints policy.** You can contact our Customer Service Team by email at [info@fenestrationfactory.co.uk](mailto:info@fenestrationfactory.co.uk) or by telephone on 0330 122 1787 and we will do their best to resolve any problems you have with us or our products.

**You can go to court.** These terms are governed by English law. If you are a consumer then, wherever you live, you can bring claims against us in the English courts and if you live in Wales, Scotland or Northern Ireland, you can also bring claims against us in the courts of the country you live in. If you are a consumer we can claim against you in the courts of the country you live in. If you are a business you irrevocably agree to submit all disputes arising out of or in connection with our contract with you to the exclusive jurisdiction of the English courts.

### **Other important terms apply to our contract**

**We can transfer our contract with you, so that a different organisation is responsible for supplying your product.** We'll contact you to let you know if we plan to do this. If you're a consumer and you're unhappy with the transfer you can contact our Customer Service Team by email at [info@fenestrationfactory.co.uk](mailto:info@fenestrationfactory.co.uk) or by telephone on 0330 122 1787 to end the contract within 14 days of us telling you about it and we will refund you any payments you've made in advance for products not provided].

**You can only transfer your contract with us to someone else if we agree to this.** We may not agree if the transfer significantly alters our obligations under the contract, for example. If the services are to be provided in a different location. If you're a business you need our agreement to transfer your contract with us and it's entirely up to us whether we give it.

**Nobody else has any rights under this contract.** This contract is between you and us. Nobody else can enforce it and neither of us will need to ask anybody else to sign-off on ending or changing it.

**If a court invalidates some of this contract, the rest of it will still apply.** If a court or other authority decides that some of these terms are unlawful, the rest will continue to apply.

**Even if we delay in enforcing this contract, we can still enforce it later.** We might not immediately chase you for not doing something (like paying) or for doing something you're not allowed to, but that doesn't mean we can't do it later.