

Fenestration Factory Limited

Terms and Conditions for Supply of Goods and/or Services

Summary

The following is a summary of the Fenestration Factory Limited ("we", "us", "our") Terms and Conditions for Supply of Goods and/or Services (**Terms**). This summary is intended as a general overview of the Terms only; it should not be read or relied upon in isolation from the full Terms nor does it form any part of our contract with customers. A full version of the Terms is available at the following link: <https://www.fenestrationfactory.co.uk/>

1. Business Customers and Consumer Customers

Due to consumer protection legislation, business customers have different rights to consumers. A customer will be classed as a business customer if they are buying products wholly or mainly for use in connection with their trade, business, craft or profession even if they are an individual rather than a limited company (i.e. a sole trader).

Where a term applies just to businesses or just to consumers, this is clearly stated in the Terms.

The Terms are our entire agreement with business customers which means business customers cannot rely on anything that is not set out in the Terms. A consumer customer will be entitled to rely on anything we have told them about our products or services even if it is not set out in the Terms.

2. Orders

We aim to confirm acceptance of orders within 48 hours of receipt.

We may reject orders, for example, if a product is out of stock or because a credit reference we have obtained in relation to a business customer is unsatisfactory. Where we reject an order, we will confirm this to the customer as soon as possible and refund any sums already paid.

Customers are responsible for checking the details of their order are accurate and complete before placing the order with us.

We are entitled to change products to reflect any recent changes in legislation or to make minor technical adjustments and improvements (if they do not affect the customer's use of the product). We can suspend delivery of a product temporarily to make such changes or withdraw products at any time (and we will refund customers for any sums paid in advance for products which have been withdrawn before being provided).

3. Charging

We charge all consumer customers on acceptance of their order. We may agree alternative payment terms with a business customer but we will still own the product until it has been paid for in full.

We charge interest on late payments at the rate of 4% above the Bank of England base rate from time to time. Interest accrues on a daily basis from the due date until the date of actual payment.

If the rate of VAT increases between the date of order and the date we supply the product, we may adjust the rate of VAT that the customer pays (unless they have already paid in full before the change in the rate of VAT takes effect).

We may charge additional sums if customers do not provide the information we need; for example, how we can access their property for delivery, installation or to provide services or if the customer does not do preparatory work for installation as agreed with us. These additional sums might relate to the cost to us of rearranging delivery at a later date or to reschedule the services.

4. Delays

We are not responsible for delays which are outside of our control. Where an order is delayed, we will contact the customer to let them know and do what we can to reduce the delay. As long as we do this, we will not provide compensation but, if the delay is likely to be substantial, customers can cancel their contract and obtain a refund by contacting our customer service team (minus the reasonable costs we have already incurred).

5. Customer measurements

We can provide customers with guidance in terms of how to take accurate measurements. However, customers are responsible for ensuring the accuracy of any measurements they provide to us and we are not responsible if those measurements are wrong.

6. Consumer customers' right to change their mind

Consumer customers have a legal right to change their mind and receive a refund in certain circumstances. These circumstances are set out in full at clause 15 of the Terms.

In some circumstances, we may reduce the refund the customer will receive (for example, if the product has been used or damaged).

7. If there is something wrong with a product

If there is something wrong with a product we have provided, customers may have certain rights and remedies. These rights and remedies will be different depending on whether the customer is a consumer or business customer and whether the products are goods or services.

Generally, unless an exception applies, customers will be entitled to a refund or replacement. Please see clause 17 of the Terms for more detail regarding the rights and remedies available to customers in the event there is something wrong with the product we have provided.

8. Termination

We can end our contract with a customer (and claim compensation) if the customer does not pay us on time or provide us with the information or co-operation we need.

9. Customer compensation

If a customer suffers a loss caused by us breaking our contract with them, we will be responsible for those losses in certain circumstances. What we are responsible for will be different depending on whether the customer is a consumer or business customer.

We will be responsible for a consumer customer's losses unless the loss was unexpected, caused by a delay which was outside of our control, could have been avoided by the customer or is classed as a business loss.

We will be responsible for a business customer's losses subject to the exclusions and financial liability cap set out in the full Terms at clause 22.

Please see clause 22 of the Terms for more details.

10. Personal data

We process customer data in accordance with our Privacy Notices found at:

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