

**Contract Number:**

# Contract

## Sale to the Public for Home Improvement Installations Glass and Glazing.

**Date:**

**Between**

**Company:** CN Glass Ltd

**Address:** Norton House, Beaumont Road, Banbury, Oxfordshire, OX16 1SD

Signed.....  
(Who will be referred to in the accompanying contract terms and conditions as “we”)

**And**

<b>Customer:</b>	<input type="text"/>
<b>Address:</b>	<input type="text"/>
<b>Site address (if different):</b>	<input type="text"/>

**We draw your attention to clause 3 in which you give your express consent for services to start for any products not made to measure**

Signed.....  
(Who will be referred to in the accompanying contract terms and conditions as “you”)

**Purchase Price:** £  Inc. VAT @ 20%

**The estimated delivery period:**

In the interest of certainty and clarity the following should be explained:

1. Payment must be made in cash or cheque or by debit/credit card or bank transfer.
2. The estimated delivery period is shown on the face of this agreement and will run upon completion of the final survey and /or receipt of deposit.
3. Although we try to ensure that all contracts are completed within the estimated installation period, we cannot be held responsible for any circumstances beyond our control, such as availability of materials, damaged goods or accessories, which may affect our ability to install within this lead-time.

**Contract Terms and Conditions of Sale to the Public For  
Home Improvement Installations (Including Conservatories)**

**1. Consumer code of good practice and complaints**

You agree to notify us to give reasonable opportunity to remedy any complaint you may have. We will give you details of our complaints procedure. We support the GGF Consumer Code of Good Practice as promoted by the Glass and Glazing Federation (GGF) and undertake to work within the guidelines of this and any other GGF Code of Practice. A copy of the Consumer Code is carried by our representative and/or is available at our Head Office. In the case of any dispute arising we will provide details of the GGF's Conciliation Scheme and The Glazing Arbitration Scheme ([www.tgas.org.uk](http://www.tgas.org.uk)) administered by the Centre for Effective Dispute Resolution.

**2. Deposits**

A 30% deposit of the total quoted price will become payable upon acceptance of the Contract. Information about the scope of the operation of the GGF Deposit Indemnity Fund is set out in the leaflet you should have received with this document if you are a private individual(s) customer(s). A further copy of such leaflet may be obtained from GGF Fund Ltd, 54 Ayres Street, London, SE1 1EU.

**3. Notice of the right to cancel**

You have the right to cancel this contract if you want to;

- Products such as windows and doors which are made to measure and made to your specific requirements are exempt from the right to cancel under the Consumer Contracts (Information, Cancellation and additional Charges) Regulations 2013. However, in accordance with the GGF Consumer Code of Good Practice we provide you with a right to cancel without charge up to 7 calendar days after the date of this contract.
- Products which are not made to measure- in addition to the right to cancel without charge up to 7 days from the date of contract, you have a right to cancel the contract up to 14 calendar days after the delivery. However, you agree that the survey, erection of any necessary access equipment and installation work for such products may start before the end of this 14 days cancellation period. If you cancel we will collect the products delivered but not installed and we will charge you our reasonable costs of collection. We will also charge you our reasonable costs for the survey, access equipment and installed products provided up to the point of cancellation.
- Your right(s) of cancellation referred to above can be exercised by delivering or sending a cancellation notice to the Company mentioned in the next paragraph within the time periods indicated.
- The cancellation notice may be given to CN Glass Ltd, Norton House, Beaumont Road, Banbury, Oxfordshire, OX16 1SD. E-mail address: [info@cnglass.co.uk](mailto:info@cnglass.co.uk).
- You may use the cancellation form provided with this contract if you so wish.
- The notice of cancellation is deemed to be served as soon as it is posted or sent to CN Glass Ltd or in the case of an email or fax from the day it is sent to CN Glass Ltd.

4. 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 the

company, but no later than 14 days after signing of the contract. In the 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.

5. 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 (unless you cancel products not made to measure) 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 payment 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, (for example as in 5b above, refusal to comply with Building Regulations or refusal by us to carry out a reasonably required correction of defects).

6. Stage payments will be requested by prior arrangement where planned works take longer than 10 working days. We reserve the right to request from you stage payments in the instance where works take longer than 7 days.

On completion of contract C N Glass Ltd will present a balance invoice for payment within 7 days. Where there may be agreed minor defects or omissions in the product and/or installation we will undertake to remedy these within 28 days of completion, but only if the final invoice as presented has been settled in full.

7. We shall retain ownership of any goods which have not yet been fixed to your property, until the purchase price has been paid.

8. 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.

9. 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 charges for labour and materials, any product including insulating glass unit which develops a fault, (including condensation between the glasses of the units), due to defective materials or workmanship within the period set out below of the date of installation:

- |  |          |
|--|----------|
| • Secondary Double Glazing   | 5 Years  |
| • Single Glass and Standard Double Units glazed into new frames and roofing bars (existing frames are not covered by this guarantee, only the glass installed) | 10 Years |
| • Heritage Double Glazed Units (slim, low sight line)  | 2 Years  |
| • Installation of frameless glazed structures (e.g. Shower screens and glass partitioning)   | 1 Year   |
| • Painted glass or mirror installations  | 5 years  |
| • All glass furniture/ hardware, as per manufacturer's warranty  | 1 Year   |

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.
- Bird or other animal attack to unpainted finished face putties.
- Damage due to misuse, neglect or lack of maintenance by you, or from causes beyond our control, (for example fire, flooding, civil disturbances, strike action by others, criminal damage and 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 work(s) by others, other than work(s) carried out by this company or its employees and sub-contractors.
- Internal condensation caused by excess moisture in the domestic environment, nor external condensation which can occur in certain climatic conditions in spring or autumn.
- 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 Service or Citizens Advice consumer service.

## 10. Transfer of Guarantee

If you move house/property, the unexpired period of the guarantee can be transferred to the new owner. We will inspect the installation for signs of neglect or misuse. We will charge the new owner an inspection and transfer fee of £250.00 plus VAT per transfer. It is in the interests of the new owner, or solicitors acting on that person's behalf, to contact us at an early stage in the buying process.

## 11. Privacy and Data Protection

- a. Use of the Website and the Services is also governed by CN Glass' Privacy Policy which is incorporated into these terms and conditions by this reference

- b. CN Glass Ltd will only process Personal Data to provide the Services or otherwise to comply with applicable laws or regulatory requirement
- c. CN Glass Ltd will ensure that any person with access to or processing the Personal Data is subject to a duty or confidence
- d. CN Glass Ltd will take appropriate technical and organisational security measures to ensure the security of processing and protect the Personal Data from accidental or unlawful destruction, loss, alteration, unauthorised access or disclosure or unlawful processing.
- e. CN Glass Ltd don't and won't ever sell or rent your information to any 3<sup>rd</sup> parties

## Cancellation Notice

If you wish to cancel the contract in accordance with your rights to cancel you **must inform us by making a clear statement** (e.g. a letter delivered personally, sent by post, e-mail or fax) to the company named below. You may use this form if you want to, but you do not have to.

(Complete and return this form **only if you wish to cancel the contract**).

To: CN Glass Ltd  
Norton House  
Beaumont Road  
Banbury  
Oxfordshire  
OX16 1SD

Telephone; 01295 263364

E-mail; info@cnglass.co.uk

I/We (delete as appropriate) hereby give notice that I/We (delete as appropriate) cancel my/our (delete as appropriate) contract reference \_\_\_\_\_ ordered on/received on (delete as appropriate) \_\_\_\_\_ (insert date).

Signed: \_\_\_\_\_

Customer

Name and Address:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Date: \_\_\_\_\_