

TERMS AND CONDITIONS OF SALE

ATTENTION - By signing this Contract you agree to its terms. Please ensure you have fully read and understood them.

1. **PARTIES** In this Contract AMAZON is referred to as 'we', 'our' or 'us'. The customer, who is the person or persons named overleaf, is referred to as 'you'. The Goods means the goods we are to supply under this Contract as specified overleaf and shall include any instalment of the Goods or any parts for them.
2. **AGREEMENT** We shall supply and install the Goods to the specification contained overleaf. This Contract is our entire agreement with you and no statement made orally, or in writing by you or by us, or our agents shall be a part of this Contract unless we both agree in writing beforehand. This clause 2 shall not, however, exclude us from liability for fraudulent misrepresentation.
3. **CANCELLATION BY US** Save where the Consumer Credit Act 1974, the Consumer Protection (Cancellation of Contracts Concluded away from Business Premises) Regulations 1987 and the Unfair Terms in Consumer Contracts Regulations 1999 apply, you have no right to cancel this Contract. We accept your order subject to a survey of the proposed installation site and we have an option to cancel this Contract in any of the following circumstances:
 - 3.1 Should the premises at the installation site be found to be unsuitable for the installation of the Goods, or
 - 3.2 Should there be inadequate access to the installation site, or
 - 3.3 Should it be found after a survey that additional work, materials or other expenses are required to install the Goods to the standard of this Contract and you do not agree to pay the reasonable additional cost.If we exercise our right to cancel, our sole liability to you shall be for the return of your deposit. Provided such return is made within seven days of the site survey we will not be liable to account to you for interest on such deposit less the survey fee. For deposits returned after such seven day period interest shall be payable to you at a rate equal to the base rate of **HSBC** Bank plc from time to time.
4. **THE GOODS** Any sample or demonstration model shown to you is intended to illustrate a typical example of our products and the materials used. We therefore reserve the right under our policy of continuous improvements to products, production and installation methods to make necessary modifications without notice provided the same have no materially adverse affect upon the installation. Unless otherwise stated on the Technical Survey all Transom Drops will be set at 360mm down and Midrails set at 850mm up from the edge of the outer frames.
5. **BRICKWORK and STRUCTURE** We will use all reasonable endeavours to match the colour and texture of existing brickwork using new standard range bricks but we cannot guarantee to achieve an exact match due to ageing, weathering or discontinued products.
6. **ACCESS** You agree we can have access to the installation site at all reasonable times in order that we may survey, complete and/or inspect the premises or installation site for the purposes of undertaking our obligations under this Contract and to make available to us supplies of water and power as required.
7. **INSTALLATION** We shall give you a date for commencement of the installation work and its anticipated completion. However time is not of the essence with regard to the commencement or completion of the installation work.
8. **PURCHASE PRICE** The Contract price is set out overleaf. The deposit referred to overleaf is payable upon signing this Contract and the balances will become due as set out in the payment details. If you request us to delay the installation work beyond the delivery period under the Contract, we shall have the right to increase the Contract price to take account of increased costs to us if 15 weeks or more elapse between the date of your order and the date upon which the Goods are finally installed. You may cancel this contract and have the deposit which you have paid refunded to you in full if you give us written notification of cancellation at the address shown overleaf within 14 days of receiving notice of the increase in price. If, as a result of delays on your part, the Goods have not been installed within 28 days of us telling you we are ready to install them, we shall be entitled to charge you for the Goods but not the installation work and the amount charged shall become due and payable to us within 14 days of the date of our invoice.
9. **GLASS QUALITY** All glass used is of good quality but may have minor defects or imperfections which you acknowledge will be acceptable to you. Where safety glass is required this will be to B.S.6262. We, however, work under the industries guidelines relating to imperfections which state that you must view the alleged imperfection 2 metres back and not in direct sunlight. Regarding Triple Glazing this process is impacted at manufacture by an additional 33%. Making it more susceptible to minor marks and scratches. With this in mind it is deemed to be viewed 3 metres back and not in direct sunlight.
10. **CONDENSATION** we do not guarantee that the installation of double glazing will reduce condensation.
11. **EXTRA WORK** we may agree to undertake any extra work you ask of us at the time of installation. However you agree that such extra work has to be paid for and charged as an extra item to the Contract price at our standard rates in operation at the time the extra work is carried out. Any additional work request must be agreed in writing.
12. **PHYSICAL DAMAGE** We will make good any damage caused in the course of installation to plaster, floor, rendering or brickwork immediately surrounding any window or door installed, but do not undertake to provide matching ceramic or other tiles or specialised finishes such as tyrolean or pebble dash, or to make good damage to surrounding wallpaper or paint work all of which will be your responsibility. We will take reasonable steps to avoid damage to your property but please be aware some damage to lawns etc. may be unavoidable. We do not accept responsibility for any damage resulting from inherent defects in the property or surrounding land.
13. **EXISTING ELECTRICAL INSTALLATION WORK** The removal or relocation of telephone junction boxes, and any other wiring is not part of the Contract work and we do not undertake such work. It is your responsibility to arrange for this work to be completed prior to the installation work commencing.
14. **SITE SURVEY** We shall undertake a survey (but not a full structural survey) of the installation site prior to any work commencing. Our survey shall be for the purpose of the installation only, namely the taking of measurements and the design of windows, conservatories and doors.
15. **PLANNING & OTHER CONSENTS** Whilst we may undertake to apply for planning permission and/or building regulations consents on your behalf it must be clearly understood that it is your responsibility to obtain necessary consents.
16. **GUARANTEE** Frames including furniture, Glass, and Panels installed by us under this Contract are guaranteed for 10 years from the date of completion of the installation against faulty materials and/or workmanship. During this period we will repair or replace (at our option) the defective Goods free of charge except that after 5 years you agree to pay for all labour charges and labour charges are not covered where your order was for supply of Goods only. All Goods supplied under this Contract which we do not manufacture shall carry manufacturers' guarantees only. We shall have no liability to you under this guarantee:
 - 16.1 If you have not paid for the Goods in full, or
 - 16.2 In respect of any defect arising from fair wear and tear, wilful or reckless damage, misuse or alteration or repair of the Goods other than by us, or failure to follow our instructions as to use and maintenance, or
 - 16.3 White co-extrude gaskets may discolour at a different rate to PVCu products. You accept that this is a characteristic of these products and we have no liability to you in respect of any such differential discolouration; or
 - 16.4 For the non-structural parts of any conservatory supplied to you; such as patios, hard landscaping etc. This guarantee is offered as an extra benefit and does not affect your statutory rights as a consumer.
17. **ASSIGNMENT OF GUARANTEE** If you sell the property in which the installation has been carried out then we will, on your request, transfer the unexpired part of the guarantee to the new owner. We reserve the right to inspect the installation and also to consider any change in the property's use prior to agreeing to a transfer of the guarantee, for which a fee will be charged.
18. **OUR LIABILITY** We are responsible for losses you suffer as a result of us failing to perform our obligations under this contract if the losses are a foreseeable consequence of that failure. Losses are foreseeable where they could be contemplated by you and us at the time the contract is entered into. We are not responsible for indirect losses which happen as a side-effect of the main loss or damage and which are not foreseeable by you and us. In all other circumstances except fraudulent misrepresentation, death or personal injury to which no limit shall apply our liability for any claim for injury, loss or damage (including negligence on our part or that of our agents) shall be limited to 150% of the amount paid for the Goods in respect of any single occurrence or series of related occurrences.
19. **COMPLETION OF THE CONTRACT** Payment shall be due to us on installation and you shall not be entitled to withhold any monies by reason of alleged minor defects, i.e. marks, scratchings, lock adjustments etc. Thereafter any monies outstanding or due to us will be subject to interest at the rate of 1.5% per month from the date of the installation until payment. Ownership of the Goods shall not pass to you until we have received in cash or cleared funds payment in full of the price of the Goods.
20. **FORCE MAJEURE** If we cannot perform this Contract because of any reason beyond our control, we shall be entitled to rescind this Contract or to cancel it (at our option) by giving you notice in writing without our being liable for any losses arising as a result.
21. **CANCELLATION BY YOU**
 - 21.1 If this Contract was negotiated away from our business premises, you have the right to cancel it for any reason and obtain a refund of the deposit provided that we receive written notice from you which should be sent to us at 246 Fleet Road, Fleet, Hampshire GU51 4BX within 7 days of the date on which the Contract was signed. We suggest that any cancellation notice is sent to us by Recorded Delivery.
 - 21.2 If we do not start the work within the estimated installation period, you may write to us requiring the work to be completed within twelve weeks. If the work is not completed within this extended period, you may cancel the outstanding work covered by this Contract by sending us a letter requesting cancellation which shall take effect three days from the date we receive the letter. In these circumstances you will be liable to pay us for the work we have carried out the cost of which shall be calculated by reference to the proportion of the total installation which has been completed at the date cancellation takes effect and the value of the materials installed.
 - 21.3 If this contract is cancelled by you for any reason other than our failure to perform we shall be entitled to payment for all work completed at the date of cancellation and to recover all costs which we have incurred to that date.
22. **LAW** This Contract is governed by the Laws of England and Wales and all disputes that may arise out of this Contract shall be subject to the exclusive jurisdiction of the courts of England and Wales.
23. **PRIVACY & DATA USAGE** Your privacy and how we handle your data are of utmost importance to us, so we adhere to strict guidelines about how we gather and use your personal information. Our policy may be updated from time to time but full details can be found on our website at www.amazonwindows/privacy

(Complete, detach and return this form ONLY IF YOU WISH TO CANCEL THE CONTRACT)

To Amazon Windows. 246 Fleet Road, Fleet, Hampshire GU51 4BX

I/We (delete as appropriate) hereby give notice that I/We (delete as appropriate) wish to cancel my/our (delete as appropriate) contract

.....(insert reference number to enable the contract to be identified if possible)

Signed:

Print name:

Date: