

# TERMS & CONDITIONS OF SALE

## Consumers

### THESE TERMS MAY HAVE CHANGED SINCE YOU LAST REVIEWED THEM

#### 1 Definitions

1.1 When the following words with capital letters are used in these Terms, this is what they will mean:

- (a) Event Outside Our Control: is defined in clause 14.2;
- (b) Goods: the goods that We are selling to You as set out in the Order;
- (c) Guarantee Document: the guarantee document attached to these Terms;
- (d) Order: Your order for the Goods and/or Services;
- (e) Services: the services that We are providing to You as set out in the Order. For the avoidance of doubt, this does not include services provided by a third-party installer;
- (f) Terms: the terms and conditions set out in this document;
- (g) We/Our/Us: Quick Slide Limited, Company Registration Number 05254717, Unit 15, Heaton Estate, Bradford Road, Bailiff Bridge, Brighouse, West Yorkshire HD6 4BW; and
- (h) You/Your: the customer named in the Order.

1.2 When We use the words "writing" or "written" in these Terms, this will include e-mail unless We say otherwise.

1.3 Any words following the terms "including", "include", "in particular", "for example" or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.

#### 2 These Terms

2.1 These are the terms and conditions on which We supply Goods, or Services, or both Goods and Services, to You.

2.2 Please ensure that You read these Terms carefully, and check that the details on the Order and these Terms are complete and accurate, before You place the Order. These terms tell You who We are, how We will provide Goods to You, what to do if there is a problem and other important information. If You think that there is a mistake or require any changes, please contact Us to discuss. We will confirm any changes in writing to avoid any confusion between You and Us.

#### 3 Information About Us And How To Contact Us

3.1 We are Quick Slide Limited, a company registered in England and Wales. Our company registration number is 05254717 and Our registered office is at Unit 15 Heaton Estate, Bradford Road, Bailiff Bridge, Brighouse, West Yorkshire HD6 4BW.

3.2 If You have any questions or if You have any complaints, please email [info@quickslide.co.uk](mailto:info@quickslide.co.uk).

3.3 If You wish to contact Us in writing, or if any clause in these Terms requires You to give Us notice in writing, You can send this to Us by e-mail at [info@quickslide.co.uk](mailto:info@quickslide.co.uk), by hand, or by post to Us at Unit 15, Heaton Estate, Bradford Road, Bailiff Bridge, Brighouse, West Yorkshire, HD6 4BW. We will confirm receipt of this by contacting You in writing or via telephone. If We have to contact You or give You notice in writing, We will do so by e-mail, by hand, or by post to the address You provide to Us in the Order.

#### 4 Our Contract With You

4.1 When You submit the Order to Us, this does not mean We have accepted Your Order for Goods and/or Services. Our acceptance of the Order will take place as described in clause 4.2. If We are unable to supply You with the Goods and/or Services, We will inform You of this and We will not process the Order.

4.2 These Terms will become binding on You and Us when We issue You with a written acceptance of an Order, which will be in the form of an order acknowledgement sent via email, at which point a contract will come into existence between You and Us. We may need to carry out a survey before we can accept your Order, please see clause 8 for further details.

4.3 We shall assign a quotation number to each quotation that We issue to You. When we confirm Your Order, we shall assign order number(s) to which that Order relates. Please reference the order number(s) in all subsequent correspondence with Us which relates to the Order.

4.4 Our website, catalogue and brochure are solely for the promotion of Our Goods in the UK. While We may agree to accept orders from addresses outside of our coverage areas as determined from time to time by Us, We do not deliver to areas outside of our coverage areas as determined by Us from time to time (including but not limited to the Isle of Wight, Isle of Man, Northern Ireland, the Channel Islands and certain areas of Scotland) and We do not have servicing engineers operating in these areas. Our Guarantee does not apply to Goods installed at addresses outside our areas of coverage as determined from time to time by Us (including but not limited to the Isle of Wight, Isle of Man, Northern Ireland, the Channel Islands or certain areas of Scotland).

4.5 The images of the Goods on Our website and in Our catalogue or brochure or any other literature are for illustrative purposes only. Although We have made every effort to display the colours accurately, We cannot guarantee that the printed pictures accurately reflect the colour of the Goods. Your Goods may vary slightly from those images. Although We have made every effort to be as accurate as possible, because Our Goods are handmade, all sizes, weights, capacities, dimensions and measurements indicated in Our catalogue or brochure are subject to normal manufacturing tolerances.

4.6 **Where services are not provided by Us, and You decide in your sole discretion to engage third party installers (details of which may be provided by Us, as part of our "Installer Network") it is Your responsibility to enter into a separate contract with the third-party installer for the services engaged. The contractual relationship shall be between You and such third-party installer only. We accept no responsibility for any services provided by the third-party installer to You and/or for any subsequent remedial work and/or financial compensation.**

#### 5 Changes To Order

Because Our Goods are made-to-measure and produced to Your specific requirements, **You will not be able to change or cancel an Order once We have accepted it in accordance with Clause 4.2.**

#### 6 Delivery Of Goods

6.1 Reference to "delivery" in these Terms includes Us delivering the Goods to You or You collecting the Goods from Us.

6.2 Please note that timescales for delivery and delivery charges will vary depending on the availability of the Goods and Your address. We do not typically accept Orders from or deliver to addresses outside our areas of coverage as determined by Us from time to time (including but not limited to the Isle of Wight, Isle of Man, Northern Ireland, the Channel Islands or certain areas of Scotland).

6.3 After We have accepted Your Order, We will issue You with an order acknowledgement which will confirm the estimated delivery date/ window or collection date, and whether payment of a deposit is required.

6.4 Occasionally Our delivery to You may be affected by an Event Outside Our Control. See clause 14 for Our responsibilities when this happens.

6.5 Where there is a delay in delivery caused by circumstances other than an Event Outside Our Control, We will contact You as soon as reasonably possible to arrange a new delivery date/ window or collection date with You.

6.6 We shall deliver the Goods to the location set out in the Order or such other location as We may agree (**Delivery Location**) at any time after We notify You that the Goods are ready.

6.7 Where You are collecting the Goods, You shall collect the Goods from Our premises at Heaton Estate, Bradford Road, Bailiff Bridge, Brighouse HD6 4BW or such other location as may be advised by Us prior to delivery (**Collection Delivery Location**) between 7am – 4pm Monday to Thursday and 7am – 1pm on Friday (collection outside these times as well as on bank holidays and seasonal holidays is not possible), within 7 working days of Us notifying You that the Goods are ready.

6.8 Delivery of an Order shall be completed:

- (1) if We deliver, when We offload the Goods at the kerbside as near as practicable to the Delivery Location. The Goods will be Your responsibility from that time; or
- (2) if You collect the Goods from Us, on the start of loading of the Goods onto the vehicle. We are not responsible for loading the Goods onto any vehicle. Please refer to our dedicated collection information located <https://www.quickslide.co.uk/help-support/delivery-information/> or on request.

6.9 You own the Goods once We have received payment from You in full. Upon arrival, the driver will offload the Goods to the nearest ground-level kerbside location as near to the delivery location using the vehicle's tail lift. You will be responsible for moving the Goods to their destination. For health and safety and insurance reasons, the delivery driver is unable to assist with moving the Goods beyond kerbside delivery. Therefore, You must ensure that at least two physically capable people will be present to help with offloading at delivery. If You are unable to meet this requirement, please let us know when you place your Order, and We will try to make alternative arrangements, which may include arranging for an additional person to accompany your delivery. You will be responsible for moving the Goods to their destination. We are not responsible for taking the Goods inside any property, this is solely Your responsibility.

6.11 You must inform Us of any restrictions that may affect delivery such as narrow roads, low bridges, or weight restrictions at the time you place your Order. If you think the vehicle size could pose a problem, please notify us immediately. If the driver arrives and cannot deliver due to these issues and/or if at least two physically capable people are not present at the delivery location to move the Goods, further charges may apply which may include a re-delivery charge and storage fees, and Your delivery will be delayed. Please refer to our dedicated delivery information <https://www.quickslide.co.uk/help-support/delivery-information/> or available on request.

6.12 Where You use a third party to either deliver or collect the Goods You shall be responsible for informing the third party of Our collection process. Any damage and/or loss that may occur to the Goods is Your sole responsibility and We shall not be liable to repair, replace or refund any damaged or lost Goods.

**7 Providing Services**

7.1 If We are supplying Services to You, We will supply them in accordance with the Order.

7.2 We warrant to You that the Services will be provided using reasonable care and skill.

7.3 We will supply the Services to You from the date set out in Our email until the estimated completion date set out in Our email

7.4 We will make every effort to complete the Services on time. However, there may be delays due to an Event Outside Our Control or actions of You. See clause 14 for Our responsibilities when an Event Outside Our Control happens.

7.5 We may need certain information from You that is necessary for Us to provide the Services. We will contact You about this. If You do not, after being asked by Us, provide Us with such reasonable information that We require to carry out the Services, or You provide Us with incomplete or incorrect information, We may make an additional charge of a reasonable sum to cover any extra work that is required. We will not be liable for any delay or non-performance where You have not provided this information to Us after We have asked for it.

7.6 We may have to suspend the Services if We have to deal with technical problems, or to make improvements agreed between You and Us in writing to the Services. We will contact You to let You know in advance where this occurs, unless the problem is urgent or an emergency. If we suspend the Services under this clause 7.6 You do not have to pay for the Services while they are suspended under this clause 7.6 but this does not affect Your obligation to pay for any invoices We have already sent to You.

7.7 If You do not pay Us for the Services when You are supposed to as set out in clause 12.6, We may suspend the Services with immediate effect until You have paid Us the outstanding amounts (except where You dispute an invoice under clause 12.8). We will contact You to tell You this. This does not affect Our right to charge You interest under clause 12.7.

7.8 **Intellectual Property Rights:** If We design the Goods for You, We will own the copyright, design right and all other intellectual property rights in the Goods and any drafts, drawings or illustrations We make in connection with the Goods for You.

**8 Survey**

8.1 If We decide We need to carry out a survey, We will carry out the survey as soon as possible after the agreement (subject to survey) of a quotation. Following completion of the survey, We will either accept Your Order or provide You with a revised quotation for Your consideration.

8.2 **You are responsible for making sure your measurements are accurate:** If You place an Order with Us to supply the Goods but not to install them, regardless of whether We have carried out a survey, You accept it is Your responsibility for ensuring that the measurements and dimensions of the Goods specified in the Order are correct and accurate and You agree that We shall have no liability in respect of any incorrect dimensions and/or measurements. We cannot accept the return of made-to-measure Goods if the reason for the return is because You provided Us with incorrect measurements. However, this will not affect Your legal rights as a consumer in relation to made-to-measure Goods that are faulty or not as described. Advice about Your legal rights is available at Your local Citizen's Advice Bureau or Trading Standards office.

**9 Installation**

9.1 If Our Services include installation of the Goods, We will communicate with You via email an anticipated start date for installation of the Goods once You have placed your Order.

9.2 If We are unable to start installation by the anticipated start date, (unless caused by an Event Outside Our Control) We will contact you via telephone or email with a new anticipated start date.

9.3 If You cancel an installation visit within 48 hours of the scheduled start date, You will be charged a cancellation fee of £600.

9.4 If We are installing the Goods, We shall ensure that they are installed in accordance with the relevant Building Regulations, British and European standards, or, where these do not exist, with FENSA standards.

9.5 When We carry out the installation Our installers may find additional work at Your property that will have to be dealt with by You before We can continue. This may include additional work and relevant associated costs which were not foreseeable at the point of a survey. Such associated costs shall be invoiced by Us and payable by You in accordance with clause 12.6.

9.6 You must clear the areas in Your property where We are installing the Goods and put away anything that has monetary or sentimental value in a safe place. Our total liability to You for damage to Your property and/or any of Your possessions shall be limited to £5,000 in aggregate.

**10 Guarantee Of Goods**

10.1 We guarantee the Goods in accordance with the terms of the Guarantee Document and this clause 10 ("Guarantee").

10.2 We guarantee to You that the various components of the Goods as specified in the Guarantee Document will not suffer the corresponding types of damage listed under the heading "Coverage & Limitations" in the table in the Guarantee Document, subject to the limitations specified under the same heading.

10.3 This Guarantee shall last from:

- 10.3.1 if We are delivering the Goods to You, the date that the Goods are delivered to You;
- 10.3.2 if You are collecting the Goods from Us, the date that You collect the Goods; or
- 10.3.3 if We are installing the Goods, the date of completion of the installation;

until the end of the period specified under the heading "Guarantee Period" in the table in the Guarantee Document.

10.4 This Guarantee does not apply to any defect in the Goods arising from:

- (a) fair wear and tear;
- (b) accidental damage (including glass breakages), wilful damage, abnormal storage or working conditions, or negligence by You or by any third party;
- (c) misuse, neglect, lack of maintenance or from causes beyond Our control (such as fire, flooding, criminal damage etc);
- (d) internal condensation caused by excess moisture in the domestic environment or external condensation which can occur in certain climatic conditions (for more information please see the GGF Condensation Guide available on Our website);
- (e) weathering or other influences in excess of normal natural conditions whether known, unknown or not anticipated at the time of issue of the Guarantee Document;
- (f) the use of high-pressure washing systems;
- (g) mechanical abrasion;
- (h) penetration of insects, misting or mould growth;
- (i) incorrect installation by a third party not directly contracted by Us;
- (j) Your failure to follow the oral or written instructions We provided as to the storage, commissioning, installation, use and maintenance of the Goods or (if there are none) good trade practice regarding the same;
- (k) any alteration or repair by You or by a third party who is not one of Our authorised repairers;
- (l) any specification provided by You;
- (m) minor imperfections in and on glass arising from manufacturing outside the scope of visual quality standards;
- (n) acts of God;
- (o) any cosmetic damage; and
- (p) any exclusions specified in the Guarantee Document.

10.5 When the Goods are installed (by a third party), You are deemed to accept that the Goods are in good condition and therefore any cosmetic damage to the Goods falls outside of this Guarantee and We shall have no liability in respect of any cosmetic damage following installation of the Goods. Goods are to be checked by You prior to installation and any cosmetic damage to the Goods must be notified to Us in writing **before installation** within 5 days following delivery.

10.6 We deliver the Goods with a protective film (tape) to protect them during delivery, handling, and from debris during the installation process. The protective film must be removed as soon as practicable prior to commencement of the installation and in any event within 6 weeks of delivery of the Goods. If the film is left on the Goods for an extended period of time it may become difficult to remove and there is a high risk of damage to the Goods or finish, which We will not be liable for.

10.7 You must notify Us of any defects in the Goods or Services within 28 days of discovery of the defect, in writing, by contacting us by email

at [customercare@quickslide.co.uk](mailto:customercare@quickslide.co.uk) and quoting Your order number.

10.8 You are not entitled to claim under the Guarantee if any one or more of the following apply:

- (a) You do not carry out the maintenance specified in the Guarantee Document;
- (b) Your use of the Goods and/or the installation of the Goods takes place in a location where weather and/or the environmental conditions are outside of our coverage areas as determined by Us from time to time. For information on our product weather ratings, please refer to our guarantee document;
- (c) Your use of the Goods is not recommended by Us or UK building codes and practices;
- (d) You have not paid for the Goods in full and/or associated Services (e.g. installation) in full;
- (e) You do not provide the job number when You submit Your claim under the Guarantee;
- (f) the Goods have been installed within 5 miles of a body of salt water and/or in areas where salt-based atmospheric corrosion could be a contributing factor in the accelerated degradation of metal components.

10.9 If You sell Your property, the person who buys it from You shall be entitled to claim under the Guarantee, as long as they comply with its provisions, including the procedure for making claims referred to in clause 10.7.

10.10 This Guarantee is in addition to Your legal rights in relation to the Goods that are faulty or not as described, as further described in clause 11.3.

10.11 These Terms shall apply to any repaired or replacement Goods (or components) supplied by Us, however for the avoidance of doubt, the Guarantee Period continues from when the initial Goods were first delivered and does not reset.

10.12 Where We provide FENSA, the Guarantee provided by Us as set out in this clause 10 will be protected by GGF Ltd as an Insurance Backed Guarantee (IBG). You can obtain information on the terms of the protection from the Installsure website ([www.installsure.co.uk](http://www.installsure.co.uk)) or on 020 7645 3744.

**11 If There Is A Problem With The Services Or Goods**

11.1 In the unlikely event that there is any defect with the Services or Goods which falls within the Guarantee:

- (a) please contact Us by email at [customercare@quickslide.co.uk](mailto:customercare@quickslide.co.uk) as soon as reasonably possible;
- (b) please give Us a reasonable opportunity to repair or fix any defect; and
- (c) We will make every effort to repair or fix the defect as soon as reasonably practicable.

11.2 You will not have to pay for Us to repair or fix a defect with the Services or Goods which falls within the Guarantee. However, We shall charge You and You shall pay Us, before attending Your property, the following: (a) an initial call out fee: £180 and (c) £1.20 per mile from the address HD6 4BW to your address. Following our visit, where no defect which falls within our Guarantee is found, We shall reserve the right to charge a further £60 per hour thereafter incurred during our visit. If following Our visit there is a defect with the Services or Goods which falls within Our Guarantee, we shall refund the amounts paid by You in relation to our visit.

11.3 As a consumer, You have legal rights in relation to Services not carried out with reasonable skill and care, or if the Goods We supply are faulty or not as described. We are under a legal duty to supply Goods that are in conformity with this contract. If We breach this duty, you will not have to pay Us to repair or fix the relevant defect. Advice about Your legal rights is available from Your local Citizens' Advice Bureau or Trading Standards office. Nothing in these Terms will affect Your legal rights.

11.4 We will have no liability to You for any avoidable losses incurred due to some or all of the Goods being defective including but not limited to any losses arising as a result of defective Goods being installed even though it was apparent that they were defective prior to installation or as a result of the original window/door which the Goods were to replace being removed before the Goods were delivered and ready to install.

11.5 If You cancel a scheduled remedial visit within 24 hours of the estimate start date of the remedial visit, You will be charged a cancellation fee of £180.

11.6 Our liability under the Guarantee shall be to remedy the defective part of the Services, or to refund the price of such defective Services, as We decide in Our sole discretion. In no circumstances shall Our liability under this clause 11.6 exceed the value of the defective part of the Services being reperformed by Us.

11.7 Our liability under the Guarantee shall be to supply a replacement or a close alternative of the relevant component of the Goods, or to refund the price of such defective components, as We decide in Our sole discretion. In no circumstances shall Our liability under this Guarantee exceed the replacement value of the defective part of the Goods.

**12 Price And Payment**

12.1 The price of the Goods and/or the Services will be set out in the Order. Our prices may change at any time, but price changes will not affect Orders that have already been accepted by Us in accordance with clause 4.2.

12.2 These prices include VAT. However, if the rate of VAT changes between the date of the Order and the date of delivery or performance, We will adjust the rate of VAT that You pay, unless You have already paid for the Goods and/or Services in full before the change in the rate of VAT takes effect.

12.3 The prices for the delivery costs are usually shown separately on the Order but are included in the total overall price specified in the Order, which will be added to the total amount due.

12.4 It is always possible that, despite Our best efforts, some of the Goods We sell may be incorrectly priced. We will normally check prices as part of Our Order processing procedure so that, where the Goods' correct price is less than Our stated price, We will charge the lower amount when dispatching the Goods to You. If the Goods' correct price is higher than the price stated on Our literature or website, We will contact You to tell You and wait for Your instructions. If the pricing error is obvious and unmistakable and could have reasonably been recognised by You as a mispricing, We do not have to provide the Goods to You at the incorrect (lower) price.

12.5 Where We are providing Goods to You, You must make payment for Goods in advance by debit card or by way of direct bank transfer or by any other payment method agreed between You and Us.

12.6 Where We are providing Services to You, We will usually ask You to make an advance payment of the price of the Services. We will invoice You for the balance of the Services either at intervals or on or any time after We have performed the Services. You must pay each invoice in cleared monies as per the specific payment terms and conditions details on the invoice itself. There may also be instances where We will invoice you for Services which are part completed, for example where We are required to complete the Services at a later date for whatever reason. This will be the price which reflects the work We have completed. We will also invoice You for any additional costs incurred as per clause 9.5. You must pay each invoice in cleared funds on the date of presentation of the invoice by such method as We shall reasonably require.

12.7 If You do not make any payment due to Us by the due date for payment, We may charge interest to You on the overdue amount at the rate of 4% a year above the base lending rate of Barclays Bank PLC from time to time. This interest shall accrue on a daily basis from the due date until the date of actual payment of the overdue amount, whether before or after judgment. You must pay Us interest together with any overdue amount.

12.8 However, if You dispute an invoice in good faith and contact Us to let Us know promptly after You have received an invoice that You dispute it, clause 12.7 will not apply for the period of the dispute.

**13 Our Liability To You**

13.1 If We fail to comply with these Terms, We are responsible for loss or damage You suffer that is a foreseeable result of Our breach of the Terms or Our negligence, but We are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if it is an obvious consequence of Our breach or if it was contemplated by You and Us at the time We entered into this Contract.

13.2 If We are installing the Goods and/or providing other Services in Your property, unless otherwise agreed between Us or unless Our Services form part of a larger project or scope of works You are carrying out, We will make good any substantive damage to Your property or possessions directly caused by Us in the course of installation or performance of the other Services, such as filling holes drilled into walls. We will make good the area actually damaged by Us, but not the surrounding area (for example, if We damage one wall, We will not be responsible for redecorating the entire room).

13.3 You acknowledge that the installation of the Goods and/or performance of the Services necessarily entails a certain level of disruption and mess, and We will not be required to re-plaster, repaint, clean or refurbish any part of Your property or any of Your possessions that are affected by such disruption and mess but are not actually damaged directly by Us.

13.4 We are not responsible for the cost of repairing any pre-existing faults or damage to Your property that We discover in the course of installation and/or performance of the Services by Us.

13.5 We are not responsible for any damage caused to Your property solely as a direct or indirect result of Us removing or installing a window where there is no additional act or omission on Our part

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| 13.6   | other than the removal or installation itself (for example, damage to plasterwork caused by the removal of the window).  | 16.4.1 | You do not pay Us when You are supposed to as set out in clause 12.5 and clause 12.6. This does not affect Our right to charge You interest under clause 12.7; or   |
| 13.6   | We only supply the Goods and/or Services for domestic and private use. You agree not to use the Goods and/or Services for any commercial, business or re-sale purpose, and We will have no liability to You for any loss of profit, loss of business, business interruption, or loss of business opportunity.  | 16.4.2 | You do not, within a reasonable time of Us asking for it, provide Us with information that is necessary for Us to provide the Goods, for example, Your address or measurements for the Goods; or  |
| 13.7   | We do not exclude or limit in any way Our liability for:   | 16.4.3 | You do not, within a reasonable time, allow Us to deliver the Goods to You; or  |
| 13.7.1 | death or personal injury caused by Our negligence or the negligence of Our employees, agents or subcontractors;  | 16.4.4 | You do not, within a reasonable time, allow Us access to Your premises to supply the Services; or   |
| 13.7.2 | fraud or fraudulent misrepresentation;   | 16.4.5 | You breach these Terms in any other material way and You do not correct or fix the situation within 7 days of Us asking You to do so in writing.  |
| 13.7.3 | breach of the terms implied by section 12 of the Sale of Goods Act 1979 and by section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession);  |        | <b>How We May Use Your Personal Information</b>   |
| 13.7.4 | breach of the terms implied by sections 13, 14 and 15 of the Sale of Goods Act 1979 and sections 3, 4 and 5 of the Supply of Goods and Services Act 1982 (description, satisfactory quality, fitness for purpose and samples); or  |        | We will only use Your personal information as set out in Our Privacy Policy, a copy of which You can find at <a href="http://www.quickslide.co.uk">www.quickslide.co.uk</a> . This includes using the personal information You provide to Us to:  |
| 13.7.5 | defective products under the Consumer Protection Act 1987.   | 17.1.1 | provide the Goods and/or Services;  |
| 14     | <b>Events Outside Of Our Control</b>   | 17.1.2 | provide Your details to third parties with your consent e.g. third-party installers who are part of Our "Installer Network";  |
| 14.1   | We will not be liable or responsible for any failure to perform, or delay in performance of, any of Our obligations under these Terms that is caused by an Event Outside Our Control.  | 17.1.3 | process Your payment for such Goods and/or Services; and  |
| 14.2   | An "Event Outside Our Control" means any act or event beyond Our reasonable control, including without limitation any delay or failure by any of Our suppliers, strikes, lock-outs or other industrial action by third parties, civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not) or threat or preparation for war, fire, explosion, storm, flood, earthquake, subsidence, epidemic or other natural disaster, or failure of public or private telecommunications networks. | 17.1.4 | inform You about similar goods or services that We provide, but You may stop receiving these at any time by contacting Us. It also includes passing Your personal information to credit reference agencies, who may keep a record of any search that they do.   |
| 14.3   | If an Event Outside Our Control takes place that affects the performance of Our obligations under these Terms:   |        | <b>Other Important Terms</b>  |
| 14.3.1 | We will contact You as soon as reasonably possible to notify You; and  | 18.1   | We may transfer Our rights and obligations under these Terms to another organisation, and We will always notify You in writing if this happens, but this will not affect Your rights or Our obligations under these Terms.  |
| 14.3.2 | Our obligations under these Terms will be suspended and the time for performance of Our obligations will be extended for the duration of the Event Outside Our Control. Where the Event Outside Our Control affects Our delivery of Goods to You, We will arrange a new delivery date with You after the Event Outside Our Control is over. Where the Event Outside Our Control affects Our performance of Services to You, We will resume the Services as soon as reasonably possible after the Event Outside Our Control is over.      | 18.2   | You may only transfer Your rights or Your obligations under these Terms to another person if We agree in writing.   |
| 14.4   | 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 Us to end the contract and receive a refund for any products you have paid for in advance but not received.   | 18.3   | This contract is between You and Us. No other person shall have any rights to enforce any of its terms. However, if You sell Your property, the person who buys it from You shall automatically have the rights that You do under the Guarantee, in accordance with clause 10.7 provided that a Job Number in relation to the Guarantee is given to Us.   |
| 15     | <b>Your Rights To Cancel</b><br>**PLEASE ENSURE YOU HAVE READ CLAUSE 15.1 CAREFULLY**  | 18.4   | Each of the paragraphs of these Terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.   |
| 15.1   | As explained above, as Our Goods are made specifically to Your requirements, the 14 day cooling off period does not apply and You will not be able to amend or cancel Your Order once it has been accepted by Us in accordance with clause 4.2 (but this will not affect Your legal rights as a consumer in relation to made-to-measure Goods that are faulty or not as described).  | 18.5   | If We fail to insist that You perform any of Your obligations under these Terms, or if We do not enforce Our rights against You, or if We delay in doing so, that will not mean that We have waived Our rights against You and will not mean that You do not have to comply with those obligations. If We do waive a default by You, We will only do so in writing, and that will not mean that We will automatically waive any later default by You. |
| 16     | <b>Our Rights To Cancel And Applicable Refund</b>  | 18.6   | These Terms are governed by English law. You and We both agree to submit to the non-exclusive jurisdiction of the English courts. However, if You are a resident of Northern Ireland You may also bring proceedings in Northern Ireland, and if You are a resident of Scotland, You may also bring proceedings in Scotland.   |
| 16.1   | We may have to cancel an Order or part of an Order, before the start date for the Services or before the Goods are delivered, due to the unavailability of stock or (in the case of Services) key personnel or key materials without which We cannot provide the Services. If this happens:  |        |   |
| 16.1.1 | We will promptly contact You to let You know;  |        |   |
| 16.1.2 | if You have made any payment in advance for Services that have not been provided to You, or Goods that have not been delivered to You, We will refund these amounts to You; and  |        |   |
| 16.1.3 | where We have already started work on Your Order for Services or made-to-measure Goods, We will not charge You anything and You will not have to make any payment to Us.   |        |   |
| 16.2   | For the avoidance of doubt, where only part of an Order is unavailable You will only be entitled to a refund for the unavailable item.   |        |   |
| 16.3   | Once We have begun to provide the Services to You, We may cancel the contract for the Services at any time by providing You with notice in writing. If You have made any payment in advance for Services that have not been provided to You, We will refund these amounts to You.  |        |   |
| 16.4   | We may cancel the contract for Goods and/or Services at any time with immediate effect by giving You written notice if:  |        |   |