

In these terms and conditions the 'Company' shall mean Crest Glazing Ltd. and the 'Purchaser' shall mean the customer whose name appears on the printed contract form of which these conditions form part.

TERMS AND CONDITIONS

1. Variation to this contract can only be made by mutual agreement in writing before the survey is completed.
2. Our quotation is based on the assumption that the hidden fabric of the building is sound. Any defects noted when the Company's surveyor carries out the detailed survey or at installation will be advised for your further instructions.
3. The Company cannot guarantee the elimination of condensation by the products which are the subject of this contract.
4. The Company's representative is authorised to accept a cheque or cash with this order, but all cheques are to be made payable to the Company. A benefit which applies to all GGF members is that any deposit a private individual places with the Company up to 25% of the contract price, or £2500. whichever is the lower, is covered by the Deposit Indemnity Fund run by GGF Fund Limited at 44 Borough High Street, London SE1 1XB.
5. If the work is not completed within the delivery period stated in the contract, the Purchaser may serve notice on the supplier, in writing requiring that the work be completed within such reasonable period as the Purchaser may specify (in general the Company would accept six weeks as being reasonable). If the work is not completed within such extended period, the Purchaser may cancel the uncompleted work covered by the contract without penalty to himself by the service of a written notice to that effect on the supplier. Notwithstanding the foregoing the Company shall not be liable for any delay in the completion of the work which arises from causes beyond the reasonable control of the Company and in the event that time has been made the essence of the contract, time shall not run during any period when delay on that account is operating. Where the contract is financed through a bank loan or similar, the delivery period will run from approval of the financing body of the agreement.
6. Please note that the sizes shown overleaf are purely for pricing purposes and that manufacturing sizes may vary from those shown.
7. The Purchasers signature on this contract shall confirm acceptance by the Purchaser of the number of units on this contract to be manufactured by the Company. Where contracts are negotiated away from business premises. If you are unhappy with your contract for any reason it can be cancelled and a refund of the deposit can be obtained by giving notice in writing addressed to the Company, Crest Glazing Ltd, Unit 1, 35 Fraser Place, Aberdeen, AB25 3TY within seven days of the date on which the contract was signed. It is recommended that such notice be sent by recorded delivery.

8. Products such as windows 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 the contract. Products which are not made to measure - in addition to the right to cancel without charge up to 7 calendar days from the date of contract, you have a right to cancel the contract up to 14 calendar days after the date of 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.
9. Crest Glazing Ltd supports the GGF Code of Ethical Practice as promoted by the Glass & Glazing Federation (GGF) and undertakes to work within its guidelines. A copy of the Code is carried by our representative and/or is available at our Head Office.
10. If planning permission or a building warrant is required for any Crest Glazing products detailed in the contract then it is the responsibility of the Purchaser to ensure that the planning permission or building warrant is obtained.
11. The property in the goods supplied under the contract between the Company and the Purchaser shall not pass to the Purchaser until such goods have been paid for in full.
12. The installation will be completed leaving only nominal decoration by the Purchaser.

10 YEAR GUARANTEE

The Company undertakes to repair or replace the Product itself or part of the Product if the Product develops a defect due to defective materials or defective construction. SUBJECT TO THE FOLLOWING CONDITIONS:

1. That notice in writing of any claim under the Guarantee shall be given by the Purchaser to the Company at its Registered Office at Unit 1, 35 Fraser Place, Aberdeen AB25 3TY, promptly after the alleged defect arises.
2. The Company cannot accept liability for any minor blemishes or imperfections in the glass outwith tolerances laid down by the glass manufacturers.
3. The Company cannot guarantee timber components unless proper maintenance procedures for timber are adhered to by the Purchaser. The Company would be pleased to advise on these procedures.
4. That the product was installed by fitters appointed or employed by the Company.

5. The Company shall not be held liable to meet any claims for consequential loss or damage howsoever arising, except insofar as the restoration of such damage or loss falls within the rights of the Owner/Occupier under common law or statute.