

## TERMS AND CONDITIONS OF SALES / CROSTOM HOME IMPROVEMENTS LIMITED

### 1. Definitions

In these conditions.

"The Company" means Croston Home Improvements Ltd registered with Companies House at 2 Bengal Street, Chorley, PR7 1SA in England and Wales company number 12328173.

The Company is an Introducer Representative of Shermin Finance Limited, Company Registration 01276121, registered office is, 1 Chorley New Road, Bolton, BL1 4QR. Shermin Finance Limited acts as a credit broker and is not a lender. Subject to status and affordability checks"

"The Customer" or "You" means the person or persons or company to whom this document is addressed as set out overleaf.

"The Works" means the works, goods, and services provided by the Company to you subject to these terms and conditions, subject to any agreed variations set out overleaf or agreed in writing by the Company.

"The Premises" means the address overleaf unless otherwise agreed.

The "Contract Price" means the price for the Works set out overleaf, subject to any agreed variations.

### 2. Conditions

2.1 These conditions apply to this contract between the Company and the Customer. Except where they have been expressly varied in writing. No employee, servant, agent, or director of the Company has any power or authority to vary these conditions orally.

2.2 Any variation not set out overleaf must be expressly agreed in writing and shall be subject to these conditions.

### 3. Planning Permission / Building Regulations

3.1 The Company is not qualified to give the Customer expert advice in respect of planning permission or any restrictive covenants which may affect the Premises. The Company do not have detailed knowledge of local By-laws and restrictive covenants which may apply to the Premises. It is entirely the responsibility of the Customer to check before entering this contract whether planning permission is required or whether there are restrictive covenants which may affect the Premises. The Company cannot be responsible for any delay, disruption, claim, expense, or other consequence caused by the Customer's failure to obtain appropriate planning permission or caused by breach of a restrictive covenant.

3.2 All structures built to Building Regulations 2010 will be inspected by a certified building control inspectorate. On completion of the works a building control certificate will be issued.

3.3 The Works built as an EXEMPT structure will comply with the recommendations of the GGF A Guide to Good Practice for conservatories.

3.4 All professional fees required with the Works are the responsibility of the customer.

### 4. Payment Terms

4.1 The quotations/ estimates given by the Company to the Customer will be inclusive of Value Added Tax, which will be charged at the prevailing rate at the relevant tax point.

4.2 All invoices delivered by the Company shall be payable on the due date, as set overleaf, and in any event upon completion of the Works, notwithstanding that any items of a minor or trivial nature ("snagging") may require attention.

4.3 The Company is not required to carry out any further work until all invoices in accordance with clause 4.2 above have been paid in full.

4.4 The Company is entitled to charge the Customer interest on any unpaid invoice at the rate of 8%, accruing daily from the date payment becomes due.

4.5 A deposit as set out overleaf is payable upon entering into the Contract. Save as otherwise provided by law the deposit is non-refundable if the Customer should terminate or attempt to terminate the Contract.

### 5. Survey, Price, Specification and The Course of The Works

5.1 The contract price is subject to a Final Survey. The Company will arrange for a "Final Survey" to take place and make a thorough assessment of the Works. The Customer should be present whilst this final survey is carried out. The Company may recommend variations to the Works and/or to the contract price. The Customer will be invited to agree to any such proposed variation, if the variation is refused, then the contract shall be terminated, and neither party shall have any further liability to the other.

5.2 The Customer will provide full access to the Premises at all reasonable times. The Company shall not be responsible for any consequential loss incurred by the Customer in allowing the Company access to the Premises.

5.3 The Company will complete the Works within a reasonable time, time is not of the essence unless the Company has expressly agreed in writing. Delays may occur due to bad weather, staff illness or injury, difficulties in obtaining products, structural difficulties or difficulties caused by any existing defects in the Premises.

5.4 The Company is not an expert in structural or chartered surveying. The Works and the contract prices are based on the Company not encountering any structural difficulties during the Works. Structural difficulties shall include but not be limited to the discovery of gas, water, sewerage or electricity mains or inherent subsidence or existing defects in the Premises such as and not limited to the existence of rot, woodworm, or wasps' nests. The Company reserves the right

to vary the Contract Price if structural difficulties are encountered. The Company cannot be held liable for any delay occasioned by such unforeseen structural difficulties and shall not be obliged to correct and/or overcome the structural difficulties unless agreed by the Customer as a variation to the contract price.

5.5 If, in the opinion of the Company, piling is required, after the commencement of the Works, the Company will appoint a specialist contractor for a quote on a cost basis to be paid by the Customer. If the Customer cancels the contract at this point due to costs specified by the specialist contractor, then clause 10 applies.

5.6 If the structural difficulties in the Premises are such as, in the opinion of the Company, likely to prevent the completion of the Works then, the Company shall be entitled to terminate the Contract and, in addition to any other rights, the Company shall be entitled to the following: -

a) the price of all materials ordered/acquired or manufactured by the Company in accordance with the contract; and

b) a fair price for all work undertaken pursuant to the Contract.

5.7 Any alterations, variations or additions must be confirmed in writing by the Company. The Contract price may be varied to reflect any agreed variation.

5.8 The Company will use reasonable endeavours to supply the materials requested by the Customer. However, if the Company cannot obtain the precise materials requested, the Company reserves the right to offer an alternative material without variation to Contract price. The Customer shall not unreasonably refuse to accept these alternative materials.

5.9 The Company cannot be held liable if materials supplied by the Company fail to match the Customer's existing brickwork, woodwork, stonework, or other materials.

### 6. Completion of the Works

The Works will be deemed to be completed on completion of the tiling, notwithstanding that, any item of a minor or trivial nature ("snagging") remains outstanding, furniture remain to be delivered or that other items such as windows, replacement fascia and soffit boards, guttering and down spouts remain to be completed. The Company shall provide a snagging list to the Customer to be completed and shall use its best endeavours to complete the items on the list within 28 days of completion. If items not manufactured by the Company, the Company shall use reasonable endeavours to obtain these items as soon as possible but cannot guarantee that they will be supplied within 28 days of completion.

### 7. Warranty

7.1 The Company shall, free of charge, provide a warranty of the following periods:

a) 25-years manufacturer's backed warranty on Envirotile and Tapco synthetic roof tiles.

b) 10-years warranty on workmanship, profile, polycarbonate, garden room roofs.

c) 5-year warranty on hardwood frames and glass units fitted in hardwood frames.

7.2 All glass units fitted in UPVC or aluminium frames, hardware components, under-floor heating, climate control units, electrical fittings, ceramic floor tiles, laminate flooring, furniture are subject to manufactures warranty. Please note \* are subject to manufactures sale conditions (full details of which will be made available to the Customer on request).

7.3 This Warranty is conditional on all invoices having been paid in full. Further, the Works being adequately and properly maintained and does not cover any physical damage caused by misuse, impact, abrasion, or cleaning with a non-proprietary chemical.

7.4 Notice of any claim under this Warranty must be made in writing to the Company within fourteen days of the alleged defect becoming apparent.

7.5 This Warranty is fully transferable to any new owners of the Premises provided this has been requested in writing to the Company. The transfer is subject to an inspection by the Company technical surveyor and the consequential costs payable prior to transfer. Any defects must be repaired prior to the transfer of the Warranty. A Certificate will be issued to the Customer once full payment has been received by the Company.

7.6 The Company shall be entitled at its absolute discretion to refund the price of any defective materials.

7.7 The remedies contained in this Warranty are in addition to any warranties, indemnities, remedies, or other rights provided by law and/ or statute, for the benefit of the Customer.

7.8 The Company will be entitled to charge all additional work not covered by the Warranty or not resulting from a fault of the Company.

### 8. Glazing.

8.1 All window and door installation will be installed in accordance with FENSA and comply with Building Regulations. On completion of the works and upon payment of all invoices, a FENSA certificate will be issued and registered with the local authority. Double-glazed units normally reduce condensation on glass, the extent to which condensation is reduced varies from property to property according to environmental conditions and the Company cannot therefore warrant that double-glazed units will reduce condensation. All glass supplied by the Company will

be in accordance with the GGF Code of Good Practice, detail will be provided upon request. The Company cannot accept any liability for minor blemishes and imperfections which are inherent in the manufacturing process.

8.2 The glass used has a soft surface and reasonable care should therefore be taken when cleaning it to avoid damaging it.

8.3 The Company will endeavour to ensure that lead products supplied are in satisfactory condition. The Company cannot warrant that lead products will not tarnish as lead will, by its nature, tarnish when exposed to the atmosphere.

8.4 Windows, doors, and all handles will be white unless otherwise agreed in writing.

8.5 Any guttering installed must be a regularly cleaned and kept free of leaves and debris. The Company cannot be responsible for blocked guttering.

### 9. Customer Works

9.1 The Company is not required to correct any structural difficulties in the Premises.

9.2 The Customer must cooperate with the Company, including the removal of all fixtures and fittings in the immediate area of the Works and in particular, the Customer should: -

a) remove any furniture, curtains, curtain rails, carpets and other fittings including, where appropriate, garden fixtures from the site of the Works.

b) provide a clear working area around the Works.

c) Where appropriate and if necessary, decide for the moving of mains services, telephone and television cables and other wiring.

9.3 The Company cannot be held liable for damage caused during the Works where the Customer has failed to move any of the above save where damage results from the negligence of the Company or its servants or agents.

9.4 The Customer must appreciate that the Company cannot be liable for superficial damage unless it results from the negligence of the Company or its servants or agents.

9.5 The Company is not liable for damage due to loss of mains power which could not be rectified due to a lack of access.

9.6 During the Works the components of the conservatory may be spread over the Customer's Garden to aid in the fitting. This may cause minimal damage to the garden.

### 10. Damages

If the Customer rescinds or terminates the contract where they are not legally entitled to do so or where the Company becomes entitled to terminate the Contract because of default on the part of the Customer then, in addition to any other rights which the Company may have, the following shall be due to the Company as damages: -

a) the price of all materials ordered, acquired, or manufactured by the Company in accordance with the contract

b) a fair price for any work undertaken pursuant to the Contract; and

c) a sum equal to the loss of profit on the Contract.

### 11. Interpretation

11.1 Each term or condition above shall be a separate part of the contract and failure of any one condition to have any effect at law or to be unenforceable shall not render the contract and the remaining conditions unenforceable and the Contract shall be construed as if such term or condition alone were struck out.

11.2 This Contract shall be governed by English law.

### 12. Complaint Handling Procedure

12.1 The Company will deal with customer complaints, disputes, differences, and questions which may at time to time arise in respect of the Works must be submitted in writing to the Company's Managing Director within 28-days of the matter being apparent.

12.2 In the event of any complaint, disputes difference arising during the contract or after completion of the contract the Customer will not be entitled to withhold payment of the contract price save to an amount representing the reasonable cost of the work required to rectify any allegedly defective Works which are the subject of the dispute.

### 13. Notice of the right to cancel.

13.1 Both the Company and the Customer has the right to cancel this Contract 14 days from the date the Contract was signed. If either party wish to cancel the Contract YOU MUST DO SO IN WRITING by first class post with certificate of posting the Cancellation Notice address for the Customer is to the Managing Director, 2 Bengal Street, Chorley, Lancashire, PR7 1SA,

13.2 Notice of cancellation is deemed to be served 2 working days after it is posted.

13.3 Any related Credit Agreement will be automatically cancelled if the Contract for goods or services is cancelled.

13.4 If terminated outside this 14-day period, then the Customer will be subject to clause 10 herein. If the cancellation is within the 14-day period, you may be required to pay for the goods or services supplied if the performance of the Contract has begun with your written consent before the end of the cancellation period. Any cancellation notice must include the contract number, the customer's full name and address and the premises at which the work is to be undertaken if different signed and dated.