

Norwich Glass Company Ltd – Customer Terms and Conditions

1. These terms

- 1.1 **What these terms cover.** These are the terms and conditions on which we supply products to you.
- 1.2 **Why you should read them.** Please read these terms carefully before you submit your order to us. These terms tell you who we are, how we will provide products to you, how you and we may change or end the contract, what to do if there is a problem and other important information. If you think that there is a mistake in these terms, please contact us to discuss.

2. Information about us and how to contact us

- 2.1 **Who we are.** We are Norwich Glass Limited a company registered in England and Wales. Our company registration number is 5846890 and our registered office is at 12 Church Street, Cromer Norfolk NR27 9ER. Our registered VAT number is 891 9822 71.
- 2.2 **How to contact us.** You can contact us by telephoning 01603 407071 or by writing to us at info@norwich-glass.co.uk or Unit 11 Caston Industrial Estate Salhouse Road, Norwich Norfolk NR7 9AG.
- 2.3 **How we may contact you.** If we have to contact you we will do so by telephone or by writing to you at the email address or postal address you provided to us in your order.
- 2.4 **"Writing" includes emails.** When we use the words "writing" or "written" in these terms, this includes emails.

3. Our contract with you

- 3.1 **How we will accept your order.** Our acceptance of your order will take place when we write to you to accept it OR we tell you that we are able to provide you with the product, which we will also confirm in writing to you, at which point a contract will come into existence between you and us.
- 3.2 **If we cannot accept your order.** If we are unable to accept your order, we will inform you of this and will not charge you for the product. This might be because the product is unavailable, or because we have identified an error in the price or description of the product, or because we are unable to meet a delivery deadline you have specified.

3.3 **Your order.** We will use your name as reference for your order.

3.4 **We only sell to the UK.** Our website is solely for the promotion of our products in the UK. Unfortunately, we do not accept orders from **OR** deliver to addresses outside the UK.

4. **Our products**

4.1 **Products may vary slightly from their pictures.** The images of the products on our website are for illustrative purposes only. Although we have made every effort to display the colours accurately, we cannot guarantee that a device's display of the colours. In addition, your product may vary slightly from the colour(s) you have asked us to match. Although we have made every effort to be as accurate as possible, there may be a slight difference.

4.2 **Making sure your measurements are accurate.** If we are making the product to measurements, you have given us, you are responsible for ensuring that these measurements are correct.

5. **Your rights to make changes**

5.1 If you wish to make a change to the product you have ordered, please contact us. We will let you know if the change is possible. If it is possible we will let you know about any changes to the price of the product, the timing for delivery or anything else which would be necessary as a result of your requested change and ask you to confirm whether you wish to go ahead with the change.

6. **Our rights to make changes**

6.1 **Minor changes to the product.** We may change the product:

(a) to reflect changes in relevant laws and regulatory requirements such as changes to the Building Regulations; and

(b) to implement minor technical adjustments and improvements. These changes will not affect your use of the product.

6.2 **Updates to digital content.** We may update digital content, provided that the digital content shall always match the description of the product we provided to you before you bought it.

7. Providing the products

- 7.1 **Delivery and installation costs.** The costs of delivery and installation will be as told to you during the order process.
- 7.2 **When we will provide the products.** During the order process we will let you know when we will provide the products to you and install them.
- (a) If the product is one-off purchase we will deliver it to you and install it as soon as possible and in any event within 30 days after the day on which we accept your order OR we will contact you with an estimated delivery and installation date OR to agree a delivery and installation date, which will be within 30 days after the day on which we accept your order.
- 7.3 **We are not responsible for delays outside our control.** If our delivery or installation of the products is delayed by an event outside our control, then we will contact you as soon as possible to let you know and we will take steps to minimise the effect of the delay. Provided we do this we will not be liable for delays caused by the event, but if there is a risk of substantial delay you may contact us to end the contract and receive a refund for any products you have paid for but not received.
- 7.4 **Collection by you.** If you have asked to collect the products from our premises, you can collect the products from us at any time during our working hours of 8.00am to 5.00pm on weekdays.
- 7.5 **If you are not at home when the product is delivered.** If no one is available at your address to take delivery, we will leave you a note informing you of how to rearrange delivery or collect the products from our depot.
- 7.6 **If you do not re-arrange delivery.** If you do not collect the products from us as arranged or if, after a failed delivery to you, you do not re-arrange delivery or collect them from our address we will contact you for further instructions and may charge you for storage costs and any further delivery costs. If, despite our reasonable efforts, we are unable to contact you or re-arrange delivery or collection we may end the contract and clause 9.2 will apply.
- 7.7 **If you do not allow us access to install.** If you have asked us to install the products for you and you do not allow us access to your property as arranged (and you do not have a good reason for this) we may charge you additional costs incurred by us as a result. If, despite our reasonable efforts, we are unable to contact you or re-arrange access to your property we may end the contract and clause 9.2 will apply.

- 7.8 **Your legal rights if we deliver late.** You have legal rights if we deliver any products late. If we miss the delivery deadline for any products, then you may treat the contract as at an end straight away if any of the following apply:
- (a) we have refused to deliver the products;
 - (b) delivery within the delivery deadline was essential (taking into account all the relevant circumstances); or
 - (c) you told us before we accepted your order that delivery within the delivery deadline was essential.
- 7.9 **Setting a new deadline for delivery.** If you do not wish to treat the contract as at an end straight away, or do not have the right to do so under Clause 7.8, you can give us a new deadline for delivery, which must be reasonable, and you can treat the contract as at an end if we do not meet the new deadline.
- 7.10 **Ending the contract for late delivery.** If you do choose to treat the contract as at an end for late delivery under Clause 7.8 or Clause 7.9, you can cancel your order for any of the products or reject products that have been delivered. If you wish, you can reject or cancel the order for some of those products (not all of them), unless splitting them up would significantly reduce their value. After that we will refund any sums you have paid to us for the cancelled products and their delivery. If the products have been delivered to you, you will have to return them to us or allow us to collect them, and we will pay the costs of this.
- 7.11 **When you become responsible for the product.** The product will be your responsibility from the time we deliver the product to the address you gave us or you when you collect it from us.
- 7.12 **When you own the products.** You own the products once we have received payment in full.
- 7.13 **What will happen if you do not give required information to us.** We may need certain information from you so that we can supply the products to you and install them for you, for example, dimensions and access information. If so, this will have been stated in the description of the products. We will contact you to ask for this information. If you do not give us this information within a reasonable time of us asking for it, or if you give us incomplete or incorrect information, we may either end the contract (see clause 9.1) or make an additional charge of a reasonable sum to compensate us for any extra work that is required as a result. We will not be responsible for supplying or installing the products late or not supplying or installing any part of them if this is caused by you not giving us the information we need within a reasonable time of us asking for it.
- 7.14 **Reasons we may suspend the supply of products to you.** We may have to suspend the supply of a product to:
- (a) deal with technical problems or make minor technical changes;

- (b) update the product to reflect changes in relevant laws and regulatory requirements;
- (c) make changes to the product as requested by you or notified by us to you (see clause 6).

7.15 **We may suspend supply of the products if you do not pay.** If you do not pay us for the products when you are supposed to (see clause 11.4) and you still do not make payment within 7 days of us reminding you that payment is due, we may suspend supply of the products until you have paid us the outstanding amounts. We will contact you to tell you we are suspending supply of the products. We will not suspend the products where you dispute the unpaid invoice (see clause 11.5). We will not charge you for the products during the period for which they are suspended. As well as suspending the products we can also charge you interest on your overdue payments.

8. **You have the right to cancel this contract if you want to:**

8.1 **Products such as glass and windows which are made to measure and made to your specific requirements are exempt for the right to cancel under the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013**

8.2 **What happens if you have good reason for ending the contract.** If you are ending the contract for a reason set out at (a) to (e) below the contract will end immediately and we will refund you in full for any products which have not been provided or have not been provided properly and you may also be entitled to further compensation. The reasons are:

- (a) we have told you about an upcoming change to the product or these terms which you do not agree to.
- (b) we have told you about an error in the price or description of the product you have ordered and you do not wish to proceed;
- (c) there is a risk that supply of the products may be significantly delayed because of events outside our control;
- (d) we have suspended supply of the product for technical reasons, or we notify you that we are going to suspend them for technical reasons, in each case for a period of more than 30 days; or
- (e) you have a legal right to end the contract because of something we have done wrong (but see clause 7.10 in relation to your rights to end the contract if we deliver late).

8.3 **What happens if you end the contract without a good reason.** If you are not ending the contract for one of the reasons set out in clause 8.1, then the contract will end immediately and we will refund any sums paid by you for products not provided but we may deduct from that refund (or, if you have not made an advance payment, charge you) reasonable compensation for the net costs we will incur as a result of your ending the contract.

8.4 **Returning products after ending the contract.** If you end the contract after products have been dispatched to you and they are delivered to you, you must return them to us. If you are ending the contract because we have told you of an upcoming change to the product or these terms, an error in pricing or description, a delay in delivery due to events outside our control or because you are exercising your legal rights to end the contract because of something we have done wrong then we will pay the costs of return. In all other circumstances you must pay the costs of return.

9. **Our rights to end the contract**

9.1 **We may end the contract if you break it.** We may end the contract for a product at any time by writing to you if:

- (a) you do not make any payment to us **OR** we are unable to collect payment from you when it is due and you still do not make payment within 7 days of us reminding you that payment is due;
- (b) you do not, within a reasonable time of us asking for it, provide us with information that is necessary for us to provide the products, for example sizes or access information.
- (c) you do not, within a reasonable time, allow us to deliver the products to you and install them, or collect them from us

9.2 **You must compensate us if you break the contract.** If we end the contract in the situations set out in clause 9.1 we will refund any money you have paid in advance for products we have not provided but we may deduct or charge you reasonable compensation for the net costs, we will incur as a result of your breaking the contract.

9.3 **We may withdraw the product.** We may write to you to let you know that we are going to stop providing the product. We will let you know at least 14 days in advance of our stopping the supply of the product and will refund any sums you have paid in advance for products which will not be provided.

10. **If there is a problem with the product**

10.1 **How to tell us about problems.** If you have any questions or complaints about the product, please contact us. You can telephone our consumer service team at 01603 407071 or write to us at info@norwich-glass.co.uk or Unit 11 Caston Industrial Estate, Salhouse Road, Norwich NR7 9AG.

10.2 **Your obligation to return rejected products.** If you wish to exercise your legal rights to reject products you must either return them in person to where you bought them, post them back to us or (if they are not suitable for posting) allow us to collect them from you.

10.3 **Transferring our guarantee.** You may transfer our guarantee to a person who has acquired the product from you. We may require the person to whom the guarantee is transferred to provide reasonable evidence that they are now the owner of the relevant item or property, for example by proof of property purchase.

11. **Price and payment**

11.1 **Where to find the price for the product.** The price of the product (which includes VAT) will be the price set out in our quotation. We take all reasonable care to ensure price of product advised to you is correct. However please see clause 11.3 for what happens if we discover an error in the price of the product you order.

11.2 **We will pass on changes in the rate of VAT.** If the rate of VAT changes between your order date and the date we supply the product, we will adjust the rate of VAT that you pay, unless you have already paid for the product (including delivery and installation costs) in full before the change in the rate of VAT takes effect.

11.3 **What happens if we got the price wrong** It is always possible that, despite our best efforts, some of the products we sell may be incorrectly priced. We will normally check prices before accepting your order so that, where the product's correct price at your order date is less than our stated price at your order date, we will charge the lower amount. If the product's correct price at your order date is higher than the price stated, we will contact you for your instructions before we accept your order. If we accept and process your order where a pricing error is obvious and unmistakable and could reasonably have been recognised by you as a mispricing, we may terminate the contract, refund you any sums you have paid and require you to return the product at our expense.

11.4 **When you must pay and how you must pay.** We accept payment with most major credit and debit cards. And payments by BACS, cheque or cash. You must pay 50% deposit on placing the order and 50% on completion of the job or on collection. We may from time to time require payment in full on order, you will be notified at the quotation stage.

11.5 **What to do if you think an invoice is wrong.** If you think an invoice is wrong, please contact us promptly to let us know.

12. **Our responsibility for loss or damage suffered by you**

12.1 **We are responsible to you for foreseeable loss and damage caused by us.** If we fail to comply with these terms, we are responsible for loss or damage you suffer that is a foreseeable result of our breaking this contract or our failing to use reasonable care and skill, but, except as set out in clause 12.2 we are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if either it is obvious that it will happen or if, at the time the contract was

made, both we and you knew it might happen, for example, if you discussed it with us during the sales process.

- 12.2 **We do not exclude or limit in any way our liability to you where it would be unlawful to do so.** This includes liability for death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors; for fraud or fraudulent misrepresentation; for breach of your legal rights in relation to the goods, including the right to receive goods which are: as described and match information we provided to you; of satisfactory quality; fit for any particular purpose made known to us; and, where installed by us, correctly installed; and for defective products under the Consumer Protection Act 1987
- 12.3 **When we are liable for damage to your property.** If we are installing the products or providing other services in your property, we will make good any damage to your property caused by us while doing so. However, we are not responsible for the cost of repairing any pre-existing faults or damage to your property that we discover while providing the services.
- 12.4 **We are not liable for business losses.** We primarily supply the products for domestic and private use. If you use the products for any commercial, business or re-sale purpose we will have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.

13. **How we may use your personal information**

- 13.1 **How we will use your personal information.** We will use the personal information you provide to us:
- (a) to supply the products to you;
 - (b) to process your payment for the products; and
- 13.2 **We will only give your personal information to third parties where the law either requires or allows us to do so.**

14. **Other important terms**

- 14.1 **You need our consent to transfer your rights to someone else (except that you can always transfer our guarantee).** You may only transfer your rights or your obligations under these terms to another person if we agree to this in writing. We may not agree. However, you do not need our agreement to transfer the benefit of our guarantee in clause (see clause 10.3).
- 14.2 **Nobody else has any rights under this contract (except someone you pass your guarantee on to).** This contract is between you and us. No other person shall have any rights to enforce any of

its terms, except as explained in clause 14.1 in respect of our guarantee. Neither of us will need to get the agreement of any other person in order to end this contract or make any changes to these terms.

- 14.3 **If a court finds part of this contract illegal, the rest will continue in force.** 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.
- 14.4 **Even if we delay in enforcing this contract, we can still enforce it later.** If we do not insist immediately that you do anything you are required to do under these terms, or if we delay in taking steps against you in respect of your breaking this contract, that will not mean that you do not have to do those things and it will not prevent us taking steps against you at a later date. For example, if you miss a payment and we do not chase you but we continue to provide the products, we can still require you to make the payment at a later date.
- 14.5 **Which laws apply to this contract and where you may bring legal proceedings.** These terms are governed by English law and you can bring legal proceedings in respect of the products in the English courts. If you live in Scotland, you can bring legal proceedings in respect of the products in either the Scottish or the English courts. If you live in Northern Ireland, you can bring legal proceedings in respect of the products in either the Northern Irish or the English courts.