

Conditions of Sale

The customer agrees to purchase and have installed, and the Company agrees to supply and install the products set out in the associated documents. Any variations to works or specification must be agreed in writing by both parties.

1. Parties: This agreement is between Goliath Home World Limited, referred to as the Company, and the purchaser, referred to as the customer. It is binding on both parties, the customer's cancellation rights are shown below however. The Company does however reserve the right to cancel this order if, upon receipt of our surveyors working detail, we consider that a satisfactory level of installation cannot be achieved. The customer will allow reasonable access to the Company's surveyor.

2. Payment: Payment of the sum of money specified is immediately due upon completion of the installation unless alternative payment terms have been previously agreed. The Company will accept payment by cash, cheque or by Bank transfer. Failure to make payment under the agreed terms (unless these terms are varied and agreed by both parties) invalidates the Guarantee.

3. Ownership of goods: The goods will remain the property of the Company until paid for in full.

4. Additional Work: The customer is deemed to be responsible for any removal and re-fitting of alarms/curtain rails/cables/pipes/tiling etc. and re-decorating after installation. No additional works will be carried out other than those agreed on the contract associated with this document. If any repair/replacement of any lintols, construction defects or latent defects are found to be necessary during the course of the work which could not have been reasonably detected at survey, an additional quotation will be submitted for acceptance by the customer. It is the customer's responsibility to apply the finish to all woodwork used in the installation within a reasonable period of time after installation. The property will only be inspected around the proximity of the area immediately adjacent to each installation aperture. Structural integrity of the property is not assessed.

5. Guarantees: The Company will pass on all manufacturer guarantees for the periods as follows:

PVCu frames – 10 years against warping, cracking or discolouring.

Sealed Units – 10 years against unit failure i.e. condensation between panes.

Hardware (handles, hinges, locks etc) – 10 years against mechanical failure.

This guarantee can be transferred to subsequent owners of the property but a charge to cover administrative costs will be made. For any claims under this guarantee, the Company requests that the customer notifies the Company, in writing, within 14 days of discovering the fault.

In the event that the Company ceases to trade within the above mentioned guarantee period, the Network VEKA Insurance Backed Guarantee will apply, terms and conditions of which are detailed separately.

6. Permissions: The Company will endeavour to provide reasonable guidance regarding any Planning or Building Regulation permission required by the customer at the pre-contract stage. However, unless agreed otherwise, the customer shall be wholly responsible for obtaining any such necessary Planning, Building Regulation, Legal or other permissions prior to installation.

7.: Installation Date: An approximate installation date will be given by the Company at the earliest available opportunity. However, this date may be affected by circumstances beyond the Company's control. Whilst the Company will endeavour to meet the date given, it cannot be held liable for any delays which may occur.

7a.: Time shall not be the essence of the contract. However, where an installation must be completed for the customer by a certain date, such a date must be **expressly stated by the Company on the face of the contract**. The customer must provide reasonable access to the property for the installation to proceed. Where this is withheld or delayed unnecessarily by the customer, the Company shall give 14 days' written notice of a new installation date. Should installation thereafter not be completed due to lack of access, the Company will then be entitled to charge for the cost of the materials, reasonable labour expended, 15% profit and 15% overhead. Such costings shall be justified by the Company in writing to the customer.

8. Glass: Minor imperfections within the glass and outside the scope of the GGF standards (i.e. any glass defect not apparent in normal daylight by the naked eye at a distance of 2 metres), will not be construed as a defect. It is not uncommon that some distortion can occur on double or triple glazed units when viewed from various aspects. The Company cannot be held responsible for glass breakages once installed. The Company can give no warranty concerning the incidences, prevention or elimination of condensation following installation.

9. Disputes and remedies under the Consumer Rights Act 2015: As a consumer, the goods supplied to you must be **a:** of a satisfactory quality, **b:** fit for the purpose you have made known to the Company and **c:** as described in a model or a sample. Also, the installation must be carried out properly and to the standard of a reasonably competent tradesperson.

If the above rights are not met, you are entitled to certain forms of redress as follows:

Installation Faults: The customer has a right to repair or replacement of the goods (including re-installation) and, if this is ineffective, the right to a price reduction or the final right to reject. Any repairs to the installation or products will only be deemed complete once the Company have indicated so in writing to the consumer.

Product Faults: The short term right to reject is not applicable to installed goods. Any faults arising in the products within the first 6 months must be shown as such by the customer. If so shown, the fault will be accepted as being present at the time of installation.

Any faults arising in the products after 6 months of the installation, the customer must be able to prove that there is a fault and that the fault existed at the time of installation.

10. Survey details: Following receipt of the survey, the Company may need to make alterations/modifications to the design or specification of goods necessary to facilitate installation. Any such alterations/modifications will only be made with the full agreement of the customer. The design and spacing of leaded and Georgian style products will be fully discussed and will only be confirmed after the full agreement of the customer.

11. Exclusions: Should it be deemed that damage to installed goods is not covered by the guarantee due to misuse, accidental, wilful, malicious, negligent damage or normal wear and tear, the customer will be responsible for the cost of the replacement and re-installation. Any works carried out, other than a person authorised to do so by the Company, which affect the goods installed, will invalidate the guarantee. The products must be cleaned and maintained in accordance with the Maintenance Guide provided.

12. Statutory Rights: The rights of the customer shall generally be those as set out in the Consumer Rights Act 2015 and also within the common rights under English Contract Law. The foregoing terms and conditions do not seek to replace nor override any rights the customer may have under the above statutes.

13. Notice of Right to Cancel: All products supplied under the contract are 'bespoke' and therefore, in accordance with the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013, do not attract a 14 day 'cancellation period'.

14. Fair Contract Terms: Should any part of this contract be found to be unenforceable, then the remaining parts stand.

15. Complaints: We always endeavour to provide the best service and products for our customers. However, on rare occasions, we recognise that there may be times when our customers are not completely satisfied. To ensure we are able to put things right as soon as we can, please carry out the following procedure and we will respond promptly to ensure complete satisfaction:

As soon as possible after completion of the works, please inspect the work to ensure that everything has been carried out to our usual high standards. In the unlikely event that you are not completely satisfied, please contact us by telephone, post or e-mail at the earliest opportunity. We aim to respond within 7 days of receiving your complaint and, where possible, will provide you with a date to remedy any issues you may have.

Where we cannot resolve any complaints using our own procedures, as a Which? Trusted Trader, we use the **Dispute Resolution Ombudsman** for dispute resolution. If you wish to refer the complaint to them, please contact them direct on 0117 456 6031 or via their website <http://www.disputeresolutionombudsman.org/which-trusted-traders-partnership/>

16. General Data Protection Regulation (GDPR): The Buyer hereby consents to the Seller using any information provided by the Buyer for any purposes connected with the supply of goods under the contract, including without limitation, the carrying out of a credit check on the Buyer, arranging credit insurance, processing payment by the Buyer, enforcing the Buyer's obligations under the Contract and carrying out its own obligations under the Contract.

We may also use this information to send marketing information relating to the Buyer, products and services available under legitimate interest. The Buyer can however opt out of the marketing communications at any time if they do not feel it is relevant. Our full Privacy Policy is available at www.goliathgroup.net.