

Lite Haus UK Limited
Agreed Terms & Conditions

Interpretation

Goods: the goods and material to be installed and/or supplied as part of the services

Order: Your order for the services

Price: the price stated in the order as payable for the services

Property: the property where the services are to be undertaken

Services: the services being provided as detailed in the order

Terms: the terms and conditions set out in this document

We/Us: Lite Haus UK Ltd of 4 Padstow Road, Tile Hill, Coventry, CV4 9XB

Writing or written: Includes email correspondence

Basis of Sale

We consider these terms, our quotation and the order in respect of these services to be provided to outline the agreement between you and us for the supply of the services. These terms only apply to consumers.

It is your responsibility to check that the details of your order and these terms are complete & correct before you commit to the contract. If there are any mistakes or changes these need to be advised in writing to us, which we will in turn confirm the changes have been made in writing. We only accept responsibility for changes confirmed in writing by authorised employees. Any advice or recommendations given by us not confirmed in writing is acted upon entirely at your own risk.

You are responsible for the accuracy of the terms of your order and for providing us with any information required for us to be able to undertake the services with particular reference to any fittings or circumstances existing in the property that could affect or impede the installation including appropriate access. It is our recommendation that you utilise our in house installation service and that you allow one of our company surveyors, as part of the installation service, to take measurements prior to manufacture of goods. We do not accept any liability for any faults caused due to errors or omissions by installations or measurements undertaken by yourself or a third party. You will be liable for any costs arising from you having provided us with incorrect measurements or specifications for the services. This also includes any omission of details relating to installation or access which result in us being unable to perform the service or create any damage where you have failed to give accurate or correct information. Any specific details fundamental to us being able to provide the service are your responsibility to advise in writing and we will not accept liability for any delay or damage where written information has not been given by you.

Please make sure you have read and understood these terms before confirming your order, as you will be bound by these terms once a contract comes into existence between you and us.

Any samples or drawings we issue to you are provided only as approximate ideas of goods and services available. They do not form any part of the contract between you and us for the supply of actual services.

If any of these terms are inconsistent with any terms of your order, the order will prevail.

These terms are binding to both parties once: we receive payment from you of a deposit after you have accepted these terms and our quotation for services.

Any quotation for services is given on the basis that a binding contract shall only come into existence after you have accepted the quotation, the terms and paid a deposit for services.

Quotations are valid for 30 calendar days from the date of issue unless we notify you in writing that it has been withdrawn during this period.

Where you are entering into this agreement as a domestic and private consumer you may within 7 calendar days of placing your order amend or cancel the order by giving written notice. If you amend or cancel this order you will be liable to pay all costs we reasonably incur in fulfilling your order until we receive your written amendment or cancellation.

Where this agreement is entered into on a business to business basis, we reserve our right to claim any loss of profits resulting from cancellation by you.

We reserve the right to revise and amend these terms periodically to reflect any changes in the market conditions, technology, payment methods or relevant laws & regulations. The relevant terms and policies at the time you order will be those issued and agreed to by you.

Any changes or amendments to the invoice you paid your deposit payment against, even if agreed verbally with our office must be confirmed by you in writing, including changes to configurations, colours or hardware choices. If you do not confirm any changes in writing, we will not be liable if these changes are not acted upon. The details of the original order shall prevail.

Quality of service

You are responsible for providing us with information or instructions relating to the services that are necessary to enable us to provide those services. This must be done in sufficient time. Should you provide us with incorrect, incomplete or inaccurate instructions or information or do not provide us with any information, we reserve the right to cancel your order with written notice or make additional charges of a reasonable amount to cover extra/additional work required. As a consumer we are only supplying services to you for your private domestic use.

We accept no liability for damage to the product or property arising from failure to provide accurate information or disclose details relevant to your installation, these should be provided to us in writing.

Guarantee

The following warranties are given by us in respect of goods installed as part of our services:

Aluminium products: frames guaranteed against distortion & joint failure for 10 years from date of delivery or installation, including any fading or corrosion of powder coat.

Glass: sealed units are guaranteed against seal failure (i.e. misting between panes) for 10 years from date of delivery. Except for between glass blinds. This does not cover breakage after delivery or after installation. We follow guidelines from GGF regarding acceptable quality & clarity on glass and these will be adhered to when inspecting the quality of glass units. Should you notice any defects of any kind with the glass you are required to advise us within 48 hours of your installation. Defects raised after this period will not be accepted and may result in us being unable to provide replacements within the terms of your guarantee.

Locks & Hinges: Locking mechanism & hinges including all other moving parts & hardware are guaranteed for 12 months from date of delivery. Cosmetic deterioration of these items due to normal wear and tear is not covered by warranty.

Installations

Where we have provided installation services we will replace or repair (at our option) any faulty components and moving parts and remedy any labour faults for a period of 10 years from installation.

Warranty Conditions

All warranty claims should be notified to us in writing at 4 Padstow Road, Tile Hill, Coventry, CV4 9XB or to info@litehausuk.com. This should be done promptly within 14 days of noticing the failure.

All warranties and guarantees are given subject to the following:

- The price has been paid in full
- To qualify for the installations, guarantee and warranty terms we must of installed the goods, in respect of all other warranties and guarantees a professional installer must of installed the goods in accordance with the manufacturers recommendations.
- The goods must have been used and maintained in accordance with the manufacturer's instructions.
- The goods must not of been altered
- You must have completed & returned any required warranty related documents
- We are not liable for any defects in the goods that result from any drawing or design specifications supplied by you.
- We will not be liable for any minor imperfections or cosmetic deterioration caused by normal wear and tear or environmental conditions

Transfer

This guarantee is transferrable to new owners of the goods at a cost as per our terms and conditions. All warranties detailed are in addition to your legal rights. When entering into this agreement as a private domestic customer, advice about your legal rights is available from your local citizen's advice bureau or trading standards office.

Provision of Services

We will use all reasonable endeavours to preform services to the dates agreed on your order. Any dates or times quoted for delivery and/or installation are estimates only. We will make every effort to complete services in accordance with the dates identified in the order, however if there are delays due to circumstances out of our control, we will complete the services as soon as is reasonably possible. If there are changes to time/date we will notify you in advance. It is your responsibility to arrange or pay for adequate parking for our vehicles at the property. You will be liable for any costs arising from failure to provide parking including storage or further delivery charges in the event it is necessary for a delivery to be rearranged.

Where services are supply only of goods, it is your responsibility to ensure there are at least 2 people present at the delivery address to accept delivery and unload the goods from our vehicle. Our drivers are not insured to unload the goods. You accept all responsibility associated with unloading the goods.

If you fail to take delivery of the goods or give inadequate instructions, you will be liable for our further delivery charges in the event it is necessary for a delivery to be rearranged.

If you are collecting services on a supply only basis, you will be responsible for the size, weight and positioning of any load on your vehicle and fully indemnify us for any claims or action arising. You accept all liability for any damage arising from your collection whether by you or a third party arranged by you.

You must notify us of any claim for short delivery or damage to goods within 7 days of delivery. Any claims should be made in writing and you will be required to provide documentary evidence of any alleged damage. All services are deemed to have been adequately completed if notice is not received in this period.

You are responsible for ensuring adequate conditions are provided at the property to enable the services to be undertaken. You must ensure you or someone on your behalf is at the property to meet our installers, give any relevant instructions or information relating to the installation and to inspect the finished installation. We accept no liability for any damage to the products or property if incorrect information has been provided to our installers.

We allocate one visit to the property to carry out your site survey appointment and one visit to carry out installation of the goods. If further visits are required for surveying or installation purposes, due to your fault or failure to comply with these terms, then we will agree a reasonable additional charge with you. Please note the installation site needs to be clear and accessible to enable us to perform the services, scaffolding etc must be removed prior to installation.

Defective Services

In the unlikely event the services do not confirm with these terms, please advise us as soon as possible after we have carried them out. We will (at our option):

- Provide a full or partial refund depending on what is reasonable or appropriate to the circumstances
OR
- Re-preform the services where these terms will apply for any replacement services provided to you.

Price & Payment

The price of the services will be as outlined in the quotation provided to you.

Quoted price are exclusive of VAT, delivery & installation costs unless otherwise stated. You are liable to pay VAT in respect of the services at the current rate as per your date of order. Any additional charges which are required as a result of your instructions, lack of instructions or due by any other reason attributable to you, will be payable by you. These will be advised & agreed in advance as soon as any additional charges arise.

Deliveries or work undertaken on your request outside normal working hours 8am-5pm (mon-Fri) or on bank or public holidays, will be subject to additional charges. This will be advised & agreed in advance.

Payment is due as follows:

Where the goods are for supply and installation of goods, a non-refundable deposit of 50% of the price is payable on order being placed. 7 Calendar days prior to installation, the 50% balance payment is required in cleared funds.

Where the services are for the supply only of goods, a non-refundable deposit of 50% of the price is payable on order being placed. 7 Calendar days prior to delivery or collection of services 50% of the price is required in cleared funds.

Please note if we are ready to install your products but you have been delayed and are for whatever reason unable to accept the proposed installation date within a 4-week period of the suggested date you will be liable to pay the 50% balance payment. Past this 4-week period, we are able to store your products free of charge until a time you are able to accept them however we will accept no responsibility should any reasonable wear and tear or minor damage occur as a result of prolonged storage.

If you do not make any payments due to us by the due date, we may charge interest to you on the overdue amount. If you do not pay us on time, we reserve the right to cancel or suspend our performance of the services until the outstanding amount is paid.

You will be liable to pay all legal expenses incurred by us in seeking to recover outstanding payments from you.

We have no liability to you for any loss of profit, business, business interruption or opportunity. We will not be responsible for any cosmetic damage caused during installation including painting/redcoration/unavoidable damage to plasterwork, brickwork, flooring or render where removal of existing products is necessary. We are not liable or responsible for any costs for repairing pre-existing faults or damage to your property we may discover during the course of performing our services or for damage arising where you have failed to provide accurate or correct information relevant to the installation. Our surveyor will identify during the site measure appointment any potential concerns or expected damage that may arise during installation and we will advise you of this in writing following our site survey and prior to installation.

Events outside our control

We will not be liable or responsible for any failure to preform, delay to preform or to complete any of our obligations under these terms that are caused by events outside our reasonable control.

Termination

You are not entitled to cancel any installation or surveying services that we have already, with your knowledge, agreed to provide as part of your order if we have already begun to perform these services. Where the services involve installation or supply of goods that are bespoke, made to measure to suit your specific dimensions and requirements, in the event you terminate this order after manufacture of those goods has commenced, you will be liable to pay the full value of the goods.

Assignment

You may not transfer any of your rights or obligations under these terms without our prior written consent, which we will not unreasonably withhold. We can transfer all or any of our rights and obligations under these terms to another organisation, but this will not affect your rights.

If you wish to transfer any of the warranties to a subsequent owner of your property, this will be subject to a £400 + VAT charge. This charge will include us inspecting & servicing the goods.

Notices

All notices must be sent to either our address identified in these terms or email address. Likewise any notices given by us will be to your postal or email address. These terms shall be governed by English law and you and we both agree to the non-exclusive jurisdiction of the English courts. Nothing in these terms shall effect your statutory rights.

In the event of any dispute arising either during or after completion of the services, you will not be entitled to withhold payment in excess of an amount representing the reasonable cost of the work required to rectify or replace any alleged defective works which are the subject of the dispute.

These Terms & Conditions are provided to all customers with our initial invoice prior to the receipt of any payment for services or goods. By making a deposit payment you are confirming you have read, understood and agree to these terms of business