

DG Services - Conditions of Sale

1.0 Definitions

In these Conditions, the following words shall have the following meaning.

- 1.1 **'The Company'** means DG Services whose business premises are at 7 St Georges Road, Cullercoats, Tyne & Wear. NE30 3JX and referred to throughout this document as the 'Company' or 'we.'
- 1.2 **'Customer'** means the person or organisation placing an order with the Company, and referred to throughout this document as the 'Customer' or 'you'.
- 1.3 **'Goods'** means those goods referred to as 'materials' which are supplied and/or installed in accordance with the Customer's order.
- 1.4 **'Labour'** means the work carried out by the Company's employees, or authorised sub contractors in accordance with the Customer's order.
- 1.5 **'Services'** means those services carried out by the Company's employees, or authorised sub contractors, in accordance with the Customer's order.
- 1.6 **'Contract'** means the Contract for the supply of Goods or Services formed by the Company's acceptance of the Customer's order.
- 1.7 **'VAT'** means value added tax at the prevailing rate.

2.0 Formation of contract

- 2.1 The Customer agrees to purchase and have installed, and we agree to supply and install, materials and/or services as specified in the form of this Contract.
- 2.2 This Contract includes the terms of the contract and no representations, warranties, statements, or undertakings, whether oral or written, shall form part of the contract and no purported variations of these Conditions shall have any legal effect unless the same shall be in writing and signed by an authorised employee of the Company and attached hereto.
- 2.3 All goods and services sold by the Company are sold subject to these Conditions which shall govern the contract to the exclusion of any other terms and shall be the sole terms and conditions of any sale by the Company to the Customer.

3.0 Placing, acceptance, and cancellation of orders

- 3.1 Acceptance by the Company of the Customer's contract is in all cases subject to the availability of Goods for delivery and installation, and the correct price payable being stated on the contract.
- 3.2 In the absence of any documentary evidence, acceptance is deemed to have been given by the Company on delivery and installation of the Goods at the Customer's address shown on the contract.
- 3.3 The Customer shall have the right to cancel this contract within seven working days of their acceptance.
- 3.4 This right can be exercised by delivering or sending a written cancellation notice to the Company at any time within the period of seven days starting with the day of receipt of a notice in writing of the right to cancel this contract.
- 3.5 The cancellation notice may be hand delivered or posted by recorded delivery to the Company business address noted in para 1.1. Alternatively, it may be sent by email to: info@dgservices.co.uk
- 3.6 The notice of cancellation is deemed to be served as soon as it is received in the Company office if delivered by hand, or by Post Office time stamp if posted, or timed and dated if sent by email.
- 3.7 All orders for the installation of window/conservatory frames and door sets are specific to the Customer premises as noted overleaf on the contract. The materials are individually manufactured for those premises and cannot be re-processed or credited by the Company, therefore you may be required to pay for any goods or services supplied if the performance of this Contract has begun with your written agreement before the end of the cancellation period.

4.0 Price of Goods

- 4.1 The price payable for the Goods shall be as stated by the Company on the contract.
- 4.2 The Company reserves the right by giving notice in writing to the Customer at any time before delivery to increase the price for the Goods to reflect any increase in cost to the Company which is beyond the control of the Company.
- 4.3 The full selling price shown on the contract is inclusive of vat.

5.0 Delivery

- 5.1 Any delivery dates quoted to the Customer are given in good faith based on information given to us from suppliers. The Company cannot be held responsible where this can't be achieved due to circumstances beyond the control of the Company.
- 5.2 The estimated delivery period is shown on the face of this agreement.
- 5.3 The estimated installation period is between the two dates shown, during which we expect to carry out the installation. Where this isn't possible we will inform you.

6.0 Product

- 6.1 Specifications of the Goods are given by the Company in the belief that they are as accurate as reasonably possible, but are not to be treated as binding or as forming part of, or incorporated by reference, into the contract.
- 6.2 The Company will not accept liability for any minor imperfections in glazing panels which are inherent in the handling and/or manufacturing process of glass.
- 6.3 Where timber is used to complete an external installation, it is the responsibility of the Customer to apply the protective finish against the elements.
The Company accepts no responsibility for any material not so protected.
- 6.4 In line with the Company policy of continual improvement, the Company reserves the right to alter, but not reduce, the specification of the Goods, and change suppliers without prior notification.

7.0 Survey

- 7.1 Supply and installation orders are subject to a dimensional survey in respect of which the Customer agrees to allow a representative of the Company reasonable access to the property to carry out the survey. This will be carried out by appointment with the Customer within a period of 14 working days, unless there are valid and reasonable reason for delays.
- 7.2 For Supply only Contracts, it is the responsibility of the Customer to ensure that:-
a) all sizes are correct and fitting allowances made.
b) the installation complies with all applicable Building Regulations.
c) all Statutory obligations are understood and adhered to
d) all goods are paid for at the time of order
- 7.3 The Company cannot be held responsible for any deviation from para 7.2 a, b, c, or d either knowingly or otherwise.
- 7.4 Following any survey which reveals significant unforeseen additional work being required at an extra cost to the Customer, or the Customer's property being unsafe or unsuitable for the work to be carried out, both the Customer and/or the Company have the right to cancel the Contract.
- 7.5 In case of doubt, the Company reserves the right to consult third party expert opinion.

8.0 Installation

- 8.1 The Customer agrees to allow installation to commence within the estimated installation period.
- 8.2 If within 6 weeks of the end of the estimated installation period, the Customer is unable to accept an appointment for installation, 80% of the purchase price will then be payable and delivery will follow as soon as is reasonably practicable by agreement with the Company.
- 8.3 If the work is not commenced within the estimated installation period stated in the contract, the Customer may write to the Company requiring the work to be completed within six weeks or some other period agreed in writing between the Customer and the Company.
- 8.4 If the work is not completed within this extended period, the Customer may cancel the outstanding work covered by the contract without penalty to the Customer by sending the Company a recorded delivery letter advising the Customer's wishes.
- 8.5 The Company will not be liable for any delay in the completion of the work which arises from causes beyond the control of the Company.
- 8.6 The Customer or the Company are entitled to cancel this contract in the event of any serious breach of contract by either party.
- 8.7 The Company will accept responsibility for any damage caused to the Customer's property which was not necessary for the completion of the Contract, and such damage was caused by the Company's installation operatives not exercising reasonable care and skill.
- 8.8 The Company will remove and dispose of existing doors, windows and/or frames removed under the scope of this Contract, unless the Customer specifically requests they be left on the premises.

- 8.9 The Company will not accept any liability for making 'good' or matching any existing interior or exterior finishes.
- 8.10 The contract price does not include repair and/or replacement of any wood or brickwork found to be defective during the course of carrying out the work, unless such work forms part of the Contract. Such additional work as is necessary will be settled by separate agreed transaction (if the Customer so wishes) between the Customer and the Company.
- 8.12 The Company does not undertake to move services, fixtures, or fittings which are ancillary to the basic structure of the property. This might include for example (listed as indicative rather than exhaustive):-
a) central heating pipes and/or radiators
b) water supply, drainage pipe-work, inspection chambers
c) electricity cables and fittings
d) telephone cables and fittings
e) television aerials, satellite dishes, or associated cables
f) door bells, intruder alarm components & cables
g) window and/or door blinds
- 8.13 The Company will select appropriate sub-contract tradesmen from the Approved Supplier List to carry out any ancillary work required as part of this Contract.
- 8.14 The Customer is responsible for removing and/or covering all household furnishings and effects from the immediate vicinity of the work. The Company will not be held responsible for any breakage or damage where these precautions have not been taken.
- 8.15 The Company requests the Customer to make available reasonable use of water and toilet facilities, plus any electrical power requirements necessary to carry out installation work.
- 8.16 The Company has a legal obligation to assess the site for Health & Safety requirements. In the event of any doubt or dispute, we reserve the right to consult an independent Health & Safety Advisor.
- 8.17 The Company accepts no liability in respect of:
a) damage resulting from subsidence due to soil shrinkage and/or underground mine workings
b) defects to plasterwork and/or brickwork due to settlement
c) any damage to frames or constructions attributable to the failure of foundations where these have not been constructed by the Company.
d) any discolouration or frost damage to brickwork.

9.0 Payment

- 9.1 A sales invoice detailing goods supplied, and/or services rendered, will be presented to the Customer on completion of the work.
- 9.2 Payment of the total purchase price as noted on the Contract together with VAT at the prevailing standard rate shall be made by the Customer following installation when the Customer is satisfied that installation has been properly carried out in accordance with the terms of the Contract.
- 9.3 Payment can be made by Banker's card, Bankers Order, cash, or a cheque made payable to:- **'DG Services'**
- 9.4 A receipt will be issued where requested by the Customer.

10.0 Ownership of Goods

- 10.1 The Company shall retain title and ownership of any goods which have not yet been fixed to the Customer's property until payment has been received in full.
- 10.2 Even though title has not passed, the Company shall be entitled to sue for the price of the Goods and/or Services once payment becomes overdue.
- 10.3 Until such time as all monies outstanding to the Company have been paid, the Company reserves the right to remove any units or materials in the event of any account remaining unpaid.
- 10.4 The Customer must not resell or part with possession of any Goods owned by the Company until the Customer has paid in full all sums owed to the Company under the Contract or any other contract between the Company and the Customer.

11.0 Registration, Warranties, Product Quality, and Liability

- 11.1 The Company's membership of FENSA entitles DG Services to self-certify applicable installations in compliance with appropriate Building Regulations.
- 11.2 The Company will give to the Customer free of charge, an insurance backed 10 year warranty with an appropriate independent provider.
- 11.3 Where the Customer discovers a fault due to DGS defective materials or workmanship within 10 years of the date of installation, the Company guarantees to repair where deemed practicable and appropriate, but if not, to replace, free of all charges for labour and materials, any product including any insulating glass unit which develops a fault, (including condensation between the glasses of the units). This includes the construction of a conservatory base if part of the installation.
- 11.4 The Customer must notify the Company of any claim under the terms of this guarantee within 28 days of discovery of the fault by recorded delivery letter.
- 11.5 In the event of a dispute about the nature of any defective materials or poor workmanship, the Company retains the right to consult third party/independent expert opinion
- 11.6 Despite the fact that your statutory rights remain unaffected, this guarantee does NOT extend to:
a) minor imperfections within the glass and outside the scope of the visual quality standards of the Glass and Glazing Federation.
b) damage due to misuse, neglect, or lack of maintenance by the Customer, or from causes beyond the control of the Company, for example - fire, flooding, civil disturbance, criminal damage, or acts of war.
c) any work carried out by others associated with this installation or to those parts of this installation affected by work by others, other than work carried out by the Company or its employees and sub-contractors.
d) condensation which appears on the outside of the panes of glass.
e) door and window latching and locking mechanisms are subject to everyday wear and tear during the course of the guarantee period and it is reasonable to expect that some adjustment may be necessary during that period. Wear and tear is not considered as either a labour or material fault, and we reserve the right to charge for any adjustments necessary after one year from installation date.

12.0 Customer Complaints

- 12.1 Where a Customer considers they have cause to complain regarding any aspect of their dealings with the Company, they should in the first instance contact the office.
- 12.2 A senior Partner other than the person currently dealing with the matter will initiate the Company Customer Complaints Procedure.
(A copy of this Complaints Procedure is registered with FENSA.)

13.0 Legal Framework

- 13.1 These terms and conditions shall not be construed so as to affect the statutory or common law rights of the Customer.
For further information about your statutory rights contact your legal advisor, Local Authority Trading Standards Department, or Citizens Advice Bureau.
- 13.2 The construction, validity, and performance of the Contract shall be governed by English law and by entering into the Contract the parties submit to the jurisdiction of the English courts.

14.0 General

- 14.1 These Terms and Conditions are generally in line with those recommended by FENSA, and can be supplied by request, in Braille, large type, or audio format.
- 14.2 The Company reserves the right to update these terms and conditions without notice.
- 14.3 The current version can be found on our website at: www.dgservices.co.uk