



## Terms & Conditions

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

1. Parties: This agreement is between Snowberry Hill referred to as the Company, and the purchaser, referred to as the Customer. It is binding on both parties, the Customer cancellation rights are shown below. 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. In the case of supply only goods payment is immediately due upon delivery / collection of the goods. The Company will accept payment upon completion by cheque or 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 responsible for any removal and refitting of alarms/curtain/rails/cables/pipes/tiling etc. and re-decorating. No additional works will be carried out other than those agreed on this Contract (see overleaf). If any lintels, 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 quote will be submitted for acceptance by the Customer. It is the Customers' responsibility to apply the finish to all woodwork used in the installation within a reasonable time of completion. 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. Installation / Supply Dates: We will make every effort to complete the work on time (or, if no date has been agreed, within a reasonable time from the date of your order) but we cannot be held responsible for delays due to weather or other circumstances beyond our control. In this case we will complete the work as soon as reasonably possible.
  - 5a. Time shall not be the essence of the Contract, however where an installation must be finished for the Customer by a certain date, such a date must be expressly stated by the Company on the face of the Contract. For installed goods, the Customer must provide reasonable access to the property for installation to proceed: where this is withheld or delayed unnecessarily by the Customer, the Company shall give 14 day's written notice. Should installation thereafter not be completed due to lack of access, then the Company will be entitled to charge for the cost of the materials, reasonable labour expended, 15% profit, 15% overhead. Such costing's to be justified by the Company in writing.

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6. 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, c) as described in a model or a sample. Also the installation must be done properly and to the standard of a reasonable competent tradesperson. If the above rights are not met, you are entitled to certain forms of redress, as follows:-

Installation faults: The Consumer 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 Consumer, if so shown, the fault will be accepted as being present at the time of installation. It would be for the trader to rebut this assertion. Any faults arising in the products after 6 months of the installation, the Consumer must be able to prove that there is a fault and that the fault existed at the time of installation.

7. 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.

### 8. NOTICE OF RIGHT TO CANCEL (14 DAY COOLING OFF)

For all distance or off-premises Contracts, the Customer may withdraw from the Contract without giving any reason within a 14 day period from when the Contract was signed. Where a Customer is provided with a quote at home and later contacts the Company indicating their wish to proceed, no cancellation period is provided. Complete and detach confirming why you wish to cancel the contract.