

## **TERMS AND CONDITIONS FOR THE SUPPLY OF GOODS BY OAKMONT GLAZING SYSTEMS LIMITED (CONSUMERS ONLY)**

**If you are a business customer, our T&Cs for Business Customers can be found on our website or available on request.**

### **Where to find information about us and our products**

You can find everything you need to know about us, Oakmont Glazing Systems Limited, a limited company registered in England and Wales, with company number 13194537, on our website. This includes details of products. Alternatively, please speak to our sales staff.

**Please note: all our products are bespoke made to measure products, so you need to check all the details before finalising the order to ensure that the products meet your requirements.**

### **When you buy from us you are agreeing that:**

- We only accept orders when we have checked them.
- Sometimes we reject orders.
- We charge you 35% of the price (a deposit) when we accept your order, and the balance of our charges is payable prior to delivery. We reserve the right to withhold delivery until full payment has been received from you.
- We charge interest on late payments.
- We pass on some increases in VAT.
- We are not responsible for delays outside our control.
- Products can vary slightly from their pictures.
- You are responsible for making sure your measurements are accurate. This is an essential feature in ensuring that you receive the correct products. All our products are made to measure – they are bespoke to you.
- We charge you if you do not give us information we need or do preparatory work as agreed with us.
- You have rights if there is something wrong with your product.
- We can change products and these terms.
- We can suspend supply (and you have rights if we do).
- We can withdraw products.

**Oakmont Glazing Systems Limited is a limited liability company registered in England and Wales (Registration Number 13194537). Registered Office: 3 Rushtons Yard, Market Street, Ashby-de-la-Zouch LE65 1AL Director: Mrs E Higson**

**All goods supplied by Oakmont Glazing Systems Limited are supplied strictly subject to our Terms and Conditions (available upon request). We have terms for our Business customers, and we have terms for our Consumer customers.**

- We can end our contract with you.
- We do not compensate you for all losses caused by us or our products.
- We use your personal data as set out in our Privacy Notice.
- You have options for resolving disputes with us.
- Other important terms apply to our contract.

**We only accept orders when we have checked them.** We will provide you with a quote following the receipt of your enquiry. Your enquiry should include the details of the products that you wish to purchase together with precise measurements.

We will send you the quote . This will include sizes and colour based upon your enquiry. Once you have confirmed you wish to place your order (ideally by email), we will raise an invoice for the deposit – this is 35% of the total price. We will confirm the measurements to you in the drawings, and the goods will be manufactured to the measurements and specification on the drawings (unless you tell us otherwise). Please note, the price may vary if the measurements or full specification are varied from the original quote. We cannot accept your order until the deposit has been paid. If the deposit is paid late, we cannot guarantee meetings any agreed timescales for delivery of the products.

**Site:** we do not visit site, so you must tell us about the site details and any non-standard requirements.

**Payments:** Please make payment by BACS or credit card to us.

**Sometimes we reject orders.** For example, because a product is unexpectedly out of stock, because you are located outside our delivery areas, as stated on our website or because the product was mispriced by us. When this happens, we let you know as soon as possible and refund any sums you have paid.

**We charge you when a deposit when we accept your order, with the balance payable prior to delivery** We charge 35% of the price at the point of order, and the balance is payable prior to delivery. We reserve the right to withhold delivery of the goods until payment in full is received. You will own your product once we have received payment in full.

**We charge interest on late payments** If we are unable to collect any payment you owe us, we charge interest on the overdue amount at the rate of 4% a year above the Bank of England base rate from time to time. This interest accrues on a daily basis from the due date until the date of

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actual payment of the overdue amount, whether before or after judgment. You pay us the interest together with any overdue amount.

**We pass on increases in VAT.** If the rate of VAT changes between your order date and the date we supply the product, we adjust the rate of VAT that you pay, unless you have already paid in full before the change in the rate of VAT takes effect.

**We are not responsible for delays outside our control.** If our supply of your product is delayed by an event outside our control, such as the availability of products in the marketplace, we contact you as soon as possible to let you know and do what we can to reduce the delay. As long as we do this, we will not compensate you for the delay, but if the delay is likely to be substantial, we will contact you. .

**Products can vary slightly from their pictures.** A product's true colour and detailing may not exactly match that shown on your device or in our marketing or its packaging may be slightly different. Please review the drawings upon receipt.

**You are responsible for making sure your measurements are accurate.** Our products are made to measure. You are responsible for making sure those measurements are correct. We recommend that you arrange for a specialist installer to undertake the measurements. We do not survey installations or undertake measurements ourselves. This is not a service that we offer.

**We charge you if you do not give us information we need or do preparatory work as agreed with us.** We charge you additional sums if you do not give us information, we have asked for about how we can access your property for delivery or installation or if you do not do preparatory work for installation, as agreed with us. For example, we might need to re-deliver on another vehicle or with extra manpower.

**You cannot change your mind.**

The 14-day cooling off period that applies to some products that consumers buy does not apply to our products, because they are made to your specification. **Please be aware of this before ordering from us.**

**You have rights if there is something wrong with your product.** If you think there is something wrong with your product, you must contact our Customer Service Team within 3 days of delivery. We honour our legal duty to provide you with products that are as described to you on our website and that meet all the requirements imposed by law. Your legal rights are summarised

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below. These are subject to certain exceptions. For detailed information please visit the Citizens Advice website [www.citizensadvice.org.uk](http://www.citizensadvice.org.uk). **We can change products and these terms.**

**Changes we can always make.** We can always change a product:

- to reflect changes in relevant laws and regulatory requirements.
- to make minor technical adjustments and improvements. These are changes that do not affect your use of the product.

**Changes we can only make if we give you notice.** For any other changes to the products or these terms, we will notify you .

**We can suspend supply (and you have rights if we do)**

**We can suspend the supply of a product.** We do this to:

- deal with technical problems or make minor technical changes;
- update the product to reflect changes in relevant laws and regulatory requirements;  
or
- make changes to the product (see *We can change products and these terms*).

**We let you know about any delay.** We contact you in advance to tell you we are suspending supply unless the problem is urgent or an emergency. If we suspend the product for longer than 28 days in any three-month period, we adjust the timing of payment so you do not pay for it while its suspended. If we suspend supply, or tell you we are going to suspend supply, for more than 28 days, you can contact our Customer Service Team to discuss the delay.

**We can withdraw products.** We can stop providing a product. We let you know at least 14 days in advance and we refund any sums you have paid in advance for products which will not be provided.

**We can end our contract with you.** We can end our contract with you for a product and claim any compensation due to us (including legal costs on an indemnity basis and enforcement costs. We are entitled to our reasonable legal costs even in the Small Claims Track) if:

- you do not make any payment to us when it is due and you still do not make payment within 7 days of our reminding you that payment is due;

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- you do not, within a reasonable time of us asking for it, provide us with information, cooperation, or access that we need to provide the product, for example, delivery instructions;
- you do not, within a reasonable time, either allow us to deliver the product to you or collect it from us.

**We do not compensate you for all losses caused by us or our products** We're responsible for losses you suffer caused by us breaking this contract unless the loss is:

- **Unexpected.** It was not obvious that it would happen and nothing you said to us before we accepted your order meant we should have expected it (so, in the law, the loss was unforeseeable).
- **Caused by a delaying event outside our control.** As long as we have taken the steps set out in the section *We're not responsible for delays outside our control*.
- **Avoidable.** Something you could have avoided by taking reasonable action, including following our reasonable instructions for use.
- **A business loss.** It relates to your use of a product for the purposes of your trade, business, craft or profession. These terms are for consumers only. Our liability for any loss you suffer in connection with your trade, business, craft or profession is limited, as described in our T&Cs for business customers.

### **We use your personal data as set out in our Privacy Notice**

How we use any personal data you give us is set out in our Privacy Notice: [Privacy Policy | Oakmont Glazing Systems](#)

### **You have several options for resolving disputes with us**

**Our complaints policy.** We will do their best to resolve any problems you have with us or our products. Please contact our Customer Services Team to discuss your complaint. You can submit a complaint to us via email at [enquiries@oakmontglazing.co.uk](mailto:enquiries@oakmontglazing.co.uk)

**You can go to court.** These terms are governed by English law and wherever you live you can bring claims against us in the English courts. If you live in Wales, Scotland or Northern Ireland, you can also bring claims against us in the courts of the country you live in. We can claim against you in the courts of the country you live in.

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## **Other important terms apply to our contract**

**We can transfer our contract with you, so that a different organisation is responsible for supplying your product.** We'll tell you in writing if this happens and we'll ensure that the transfer won't affect your rights under the contract. If you're unhappy with the transfer you can contact our Customer Service Team to end the contract within 7 days of us telling you about it and we will refund you any payments you've made in advance for products not provided.

**You can only transfer your contract with us to someone else if we agree to this.**

**Nobody else has any rights under this contract.** This contract is between you and us. Nobody else can enforce it and neither of us will need to ask anybody else to sign-off on ending or changing it.

**If a court invalidates some of this contract, the rest of it will still apply.** If a court or other authority decides that some of these terms are unlawful, the rest will continue to apply.

**Even if we delay in enforcing this contract, we can still enforce it later.** We might not immediately chase you for not doing something (like paying) or for doing something you are not allowed to, but that does not mean we cannot do it later.

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