



# Starglaze Home Improvements LLP

## Terms & Conditions

### 1. DEFINITIONS

- A. **"Conditions"**: means these standard terms and conditions set out in this document and any special terms and conditions specifically agreed in writing between the Customer and Starglaze from time to time;
- B. **"Contract"**: means the contract between the Customer and Starglaze for the purchase and installation of the Products incorporating these Conditions;
- C. **"Customer"**: means the person described as the Customer in the Purchase Order;
- D. **"Premises"**: means the premises at which the Products are to be installed by Starglaze;
- E. **"Products"**: means the products as manufactured, supplied by third parties and/or installed by Starglaze and as set out in the Schedule of Works;
- F. **"Purchase Order"** means the pro forma order form signed by the Customer;
- G. **"Schedule of Works"**: means the work to be carried out by Starglaze as set out in the Contract;
- H. **"Starglaze"**: means Starglaze Home Improvements LLP registered in England & Wales at No 5 Works, Waterside South, Lincoln, LN5 7JD, company number OC343371, VAT Number 970891385;
- I. **"Writing"** and **"written"**: includes written letter, facsimile transmission and comparable means of communication including e-mail.

### 2. BASIS OF PURCHASE

- A. The Contract is made between Starglaze and the Customer in accordance with any written quotation of Starglaze which is accepted by the Customer and which is subject to these Conditions which shall govern the Contract (or any variation of the Contract as applicable). These supersede any other terms and conditions subject to which any such quotation is accepted or purported to be accepted, or any such order is made or purported to be made by the Customer.
- B. Any illustrations in Starglaze's promotional literature and documentation are for guidance purposes only and are not binding on Starglaze or to scale. All colour stained swatches are for the Customer's guidance purposes only and Starglaze cannot guarantee exact colour matches due to the manufacturing processes. Additionally Starglaze cannot guarantee colour consistency between product types and materials. whilst the colour can be specified via a RAL code, due to the manufacturing process and material composition an exact match is not guaranteed.
- C. The Contract is personal to the Customer and the Customer shall not be permitted to assign the Contract or any part of it without the prior written agreement of a director of Starglaze.

### 3. SURVEY

- A. The Contract is conditional upon a surveyor appointed by Starglaze (the **"Surveyor"**) approving the Schedule of Works and specifications as contained in the Contract. The sales agent cannot carry out a full survey and the details on the Contract will be representative of an assessment by the Surveyor.
- B. You must ensure that you or your appointment representative is available on the survey date agreed to be present to sign the survey sheet. We can assume that any person who signs the survey sheet on your behalf is authorized by you, and our Surveyor will not need to ask for proof of this authority.
- C. In the event the Surveyor believes that the Schedule of Works and specifications detailed in the Contract need to be amended in any way or additional works need to be carried out, the Contract shall be amended by Starglaze in its sole discretion and signed by both Starglaze and the Customer (the **"Variation of Contract"**).
- D. The Company shall use its reasonable endeavours to ensure that the price quoted by its representatives at the time of the Contract is correct. The installation of the Company's products are however bespoke "made to measure". The Company will arrange for the Surveyor to visit for the purpose of measurement and survey. If following such a survey it becomes apparent that the installation has been underpriced by a Company representative due to a genuine mistake then the Company will promptly inform the Customer by way of Variation of Contract, of the reasons for the price increase being necessary. Both parties will attempt to agree a revised price for the installation.
- E. The Customer agrees that Starglaze shall not be obligated to carry out any works pursuant to these Conditions until the provisions of this clause have been satisfied.
- F. Unless the Contract states to the contrary Starglaze shall not be responsible for arranging any scaffolding that may be required in order to carry out the Contract. If the Surveyor indicates that scaffolding is required, then the Customer can appoint a third party to



carry out such work as required. The Customer acknowledges and agrees that Starglaze shall not accept any liability for any claims, demands, actions, proceedings and all damages, losses, costs, and expenses (including legal expenses) suffered or incurred by the Customer as a result of any scaffolding works not carried out by Starglaze.

- G. In the event that asbestos is identified, it is the responsibility of the Customer to ensure the safe removal and payment to the relevant parties. Starglaze will not undertake any involvement in the process and may withdraw from the Contract.
- H. In the event the Surveyor is unable to approve the Schedule of Works and/or the specifications contained in the Contract for any reason whatsoever or the Customer refuses any amended Schedule of Works or other amendments, then Starglaze shall repay to the Customer the deposit (without any payment of interest) and the Contract will be terminated.
- I. The Customer hereby acknowledges and agrees that the Surveyor, in carrying out his obligations pursuant to this clause 3, will only ascertain the feasibility of the Schedule of Works specified in the Contract. The Surveyor is not a building surveyor and will not undertake a general survey of the Premises but will survey such areas of the Premises that relate directly to the Schedule of Works. Starglaze shall not be liable for remedying any defect existing in the Premises before the date of installation pursuant to the Schedule of Works or for any damage arising therefrom. In the event Starglaze insists that new lintels are required where none existed previously or where existing lintels have deteriorated, any new lintels are the responsibility of the Customer and not Starglaze. In the event Starglaze needs to carry out any remedial works prior to carrying out the Schedule of Works, Starglaze shall give to the Customer a written quotation for such additional works. If Starglaze is unable to carry out the remedial works or the Customer wishes to appoint a third party to carry out such remedial works Starglaze shall not commence the Schedule of Works until such time as the remedial works have been completed to Starglaze's satisfaction and the Premises have been re-surveyed.

#### 4. CANCELLATION

- A. You have the right to cancel this contract if you want to;
- B. Products such as windows which are made to measure and made to your specific requirements are exempt from the right to cancel under the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013. However, we will provide you with a right to cancel without charge up to 7 calendar days after the date of the contract providing that we have not already confirmed with you that we have started to manufacture goods.
- C. Products which are not made to measure – in addition to the right to cancel without charge up to 7 calendar days from the date of contract, you have a right to cancel the contract up to 14 calendar days after the date of delivery. However, you agree that the survey, erection of any necessary access equipment and installation work for such products may start before the end of this 14 days cancellation period. If you cancel we will collect the products delivered but not installed and we will charge you our reasonable costs of collection. We will also charge you our reasonable costs for the survey, access equipment and installed products provided up to the point of cancellation.
- D. Your right(s) of cancellation referred to above, can be exercised by delivering or sending a cancellation notice to the company mentioned in the next paragraph within the time periods indicated.
- E. The cancellation notice may be given to Starglaze Home Improvements LLP, No 5 Works, Waterside South, Lincoln, LN5 7JD; email [admin@starglaze-windows.com](mailto:admin@starglaze-windows.com). You may use the cancellation form provided if you so wish.
- F. The notice of cancellation is deemed to be served as soon as it is posted or sent to Starglaze Home Improvements LLP or in the case of an e-mail or fax from the day it is sent to Starglaze Home Improvements LLP.
- G. Any related credit agreement will be automatically cancelled if the contract for goods or services is cancelled.
- H. Starglaze shall be entitled to cancel the Contract for whatever reason without penalty by giving the Customer written notice:
  - a. at any time prior to the commencement of installation of any of the Products; or
  - b. in the event the Customer fails to pay any interim payment when due.

#### 5. VARIATION

- A. We manufacture goods for your particular needs on a "made to measure" bespoke exercise and so you may only alter the order if we have not started to manufacture the goods or set aside raw materials or agreed delivery dates with one of our suppliers. Starglaze will confirm in writing if your variation has been accepted.
- B. No variation of these Conditions or the Contract shall be binding unless agreed in writing by both Starglaze and the Customer.
- C. Post survey a job confirmation will be sent to the email address, or listed physical address noted on the contract, for you to check. If you do not contact us within 48 hours, we will assume that you are authorising us to proceed as per the job confirmation. Any changes or amendments you wish to make within the 48-hour window of opportunity need to be made in writing. Any amendments requested outside this period, if possible to accommodate, may be chargeable.

#### 6. DELIVERY

- A. The time of delivery, the period for installation of the Products and final completion as set out in the Contract or the Variation of Contract is approximate only and Starglaze shall not be liable for any delay in the delivery, installation and completion of the

Products howsoever caused. Time shall not be of the essence for the purposes of these Conditions and the Contract.

- B. In the event the Customer is financing the Contract by a Building Society or a Finance Company the estimated period of delivery shall be calculated from the date that the confirmation of approval of the loan is received or the date of the Contract (whichever is later).
- C. We will notify you in writing of a proposed installation date. The Company reserves the right to alter this date at any time up until the installation. The Company offers the timing and period of installation as a guide only. The nature of the installation cannot be determined until the installer attends site. Therefore the Company shall not be liable for any costs of penalties perceived to be incurred by the Customer for either running over or earlier completion of installation works.
- D. If the work is not commenced within the estimated installation period stated in the Contract, the Customer may serve written notice on Starglaze requiring the work to be completed within a reasonable period of time but in any event no less than 6 weeks (the "Extended Period"). If Starglaze fails to carry out the work within the Extended Period the Customer may cancel the Contract (without liability) by providing to Starglaze not less than 7 days written notice and will receive a refund of any monies which represent a payment for the installation of the Products by Starglaze pro rated against the actual work carried out by Starglaze.
- E. In the event you have opted for our finance plan, any VOC (variation of contracts) required will not form part of the finance deal and will become chargeable.

## 7. CUSTOMER OBLIGATIONS

- A. The Customer undertakes to ensure that all applicable consents, permits, permissions and government requirements (including without limitation planning permission and building regulation approval) are obtained prior to Starglaze commencing the Schedule of Works.
- B. Starglaze will not be responsible for moving any services, fixtures or fittings which are ancillary to the basic structure of the property including without limitation radiators, pipes, electricity, telephone, television cables, door bells, burglar alarms or gas services. The Customer must ensure that such removal is carried out prior to Starglaze commencing the Schedule of Works.
- C. Starglaze shall clear from the Premises any materials it has removed during the course of carrying out the Schedule of Works. The Customer acknowledges and agrees that any such materials cannot be retrieved unless it is clearly specified in the Contract that they are to be retrieved.
- D. Whilst Starglaze shall render all finishes in one coat sand and cement the Customer shall be responsible for all specialist finishes.
- E. The Customer shall be responsible for the removal and replacement of any blinds, pelmets and curtains. The Customer must ensure that such removal is carried out prior to Starglaze commencing the Schedule of Works.
- F. In the event the Customer wishes Starglaze to remove any secondary double glazing Starglaze shall charge the Customer at the current rate. For the avoidance of doubt Starglaze shall not be responsible for the refit of the secondary double glazing and cannot guarantee that it will be removed intact.
- G. On occasions a tie-bar and/or gallows bracket will need to be fitted to support a conservatory roofing structure. It is the responsibility of the Customer to allow this process to be fulfilled by the Company.

## 8. LIABILITY

- A. Whilst Starglaze will endeavour to ensure that the completed Schedule of Works matches the existing finishes at the Premises, Starglaze shall not be liable to the Customer in respect of non-matching due to weathering of existing materials at the Premises or non-matching of existing external specialist finishes including without limitation pebble-dashing, tyrolean or similar material. Similarly, when variations occur in existing plaster lines Starglaze cannot guarantee that equal amounts of subframe will be visible all round.
- B. In the event Starglaze needs to remove or replace existing glass, frames or secondary double glazing units, Starglaze shall not be liable for any damage caused as a result of such removal or replacement.
- C. Whilst Starglaze will make good any damage caused by it in the course of installation in respect of plasterwork, floors, rendering or brickwork immediately surrounding any products installed, it will not be obligated to provide matching ceramic or others tiles or specialised finishes or be liable to the Customer in the event there is any damage to surround wall finishes or any panes of glass or frames from old windows which the Customer wishes to retain.
- D. Starglaze shall not be liable for any loss or damage suffered or incurred by the Customer as a result of any structural or other defects in the Customer's Premises. Any complaint or claim by the Customer for compensation for damage done by Starglaze for which Starglaze may be liable under these Conditions must be made in writing within 7 days of installation, in default of which Starglaze shall accept no liability thereof.
- E. Starglaze shall not be liable for any delay in the completion of the work which arises from causes beyond their reasonable control (for example fire, flooding, civil disturbances, strike action, action by suppliers, criminal damage and acts of war. Time shall not run during any period when there is a delay on such accounts.
- F. Non acceptance of the installation will render the Customer liable for additional expenses. 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 be



payable to cover the costs incurred by Starglaze for the manufacture and or procurement of the products. Installation or delivery will follow as soon as is reasonably practicable by agreement and the remaining 20% balance will be payable.

- i. If within 6 weeks of the end of the estimated installation period, the Customer is unable to accept an appointment for installation, 95% of the purchase price will be payable to cover the costs incurred by Starglaze for the manufacture and or procurement of the products. Installation will follow as soon as is reasonably practicable by agreement when the remaining 5% balance will be payable. If we are unable to reach agreement on a suitable installation date we will make arrangements to deliver the goods to your property and a credit will be issued for the remaining 5% installation cost and the contract will be fulfilled.
- G. Whilst Starglaze shall use its reasonable endeavours to fulfil its obligations pursuant to the Contract, Starglaze shall not be liable for any delay due to, or any loss of damage occasioned by any cause arising from or attributable to, acts, events, omissions or accidents beyond its reasonable control including but not limited to acts of God, strikes, lock-outs, shortage of labour or any other labour trouble, shortage of power, materials, malicious damage or obligatory compliance with any request, order or regulation of any person having or appearing to have authority in that regard whether for defence or other national or local governmental purposes or otherwise.

## 9. PRODUCT SPECIFICATION

- A. The maximum size of any top hung vent is 1000mm wide x 1000mm deep.
- B. The maximum size of any side hung vent is 650mm wide x 1250 deep.
- C. The maximum width of any single frame is 3200mm.
- D. Frames and vents manufactured outside these parameters will not be covered by the guarantee set out in clause 15.
- E. Door panels are supplied with black super spacer bar as the standard specification.
- F. Window Energy Ratings apply only to windows: they exclude, residential doors, French doors, patios, aluminium frames etc.
- G. Starglaze uses 16mm x 225mm fascia board and 300mm soffit board as standard.
- H. Fascia is vented and fitted with bird/vermin guards as standard.
- I. Starglaze reserves the right to provide a suitable alternative product if required and the product provided may not necessarily be the exact replica of any samples provided.

## 10. NEW BUILD OR PREPARED OPENINGS

In the event Starglaze is manufacturing the Products to the Customer's specifications, Starglaze shall not be responsible to check that any such specifications supplied by the Customer are accurate. If the specifications supplied by the Customer are inaccurate, the Customer shall indemnify Starglaze against the cost and expense incurred by Starglaze as a result of manufacturing the Products.

## 11. BUILDING WORK

Unless the Contract states to the contrary Starglaze shall not carry out, be responsible for or supervise any building work on behalf of the Customer. The Customer acknowledges and agrees that Starglaze shall not accept any liability for any claims, demands, actions, proceedings and all damages, losses, costs, and expenses (including legal expenses) suffered or incurred by the Customer as a result of any building works not carried out by Starglaze.

## 12. PAYMENT

- A. Starglaze shall be entitled to invoice the Customer for the Price agreed on this contract or any variation to the contract, when it has substantially completed the Schedule of Works. Unless otherwise agreed in writing with Starglaze, the Customer shall pay the Price immediately upon receipt of the invoice. Any sum outstanding following substantial completion will be subject to any reasonable fees incurred as a result of collection.
- B. The goods remain the property of the Company until paid for in full. The retention title clause on this contract allows the company to enter the grounds of the property and remove products if not paid for in full, the trespass law would not apply in this case.
- C. Where Stage Payments are agreed on the Purchase Agreement, they follow the following payment terms, unless otherwise agreed in writing:
  - I. On signing the Purchase Order: 30% of the agreed contract price is immediately payable.
  - II. During the lifetime of the Works, as set by specified and agreed Milestone dates: 50% of the agreed contract price is payable upon invoice and invitation to inspect the Goods prior to installation.
  - III. On Completion of the Works: 20% of the agreed contract price (or the balance of all monies outstanding if the agreed contract price has been varied during the lifetime of the Works) is immediately payable.
- D. The customer shall not withhold or reduce the amount due on account of any complaint unless such a complaint has been received in writing and agreed with a director. In any event, the customer shall not be entitled to withhold more than 2.5%

of the sum due to the company with regard to the alleged defect in the installation which must then be paid in full when completed.

- E. Starglaze is authorised to accept cash, debit/credit card, bank transfers and personal cheques. If there is some minor defect in the work, the Customer is still liable to pay the invoice pursuant to the terms of clause 12 but shall be entitled to rely on clause 15.

### 13. PASSING OF TITLE

- A. Risk of damage to and loss of the Products shall pass to the Customer at the time that Starglaze delivers the Products to the Customer. If the Customer does not allow installation to take place immediately after delivery of the Products, the Customer shall insure the Products against loss and damage accordingly. In the event there is any loss or damage to the Products prior to installation, the Customer shall hold the proceeds of any insurance as trustee for Starglaze.
- B. Notwithstanding delivery and the passing of risk in the Products or any other provision of this Contract, the property in the Products shall not pass to the Customer until Starglaze has received payment in full (pursuant to clause 12) of the Price.
- C. We shall retain ownership of any goods which have not been fixed to your property, until the purchase price has been paid.

### 14. VAT

The Customer is required to pay VAT at the appropriate rate. If the Customer believes that it is entitled to pay less than the standard rate it must provide satisfactory proof at the time of entering into the Contract otherwise it will be invoiced at the standard rate.

### 15. GUARANTEE

- A. In case of a repair or replacement, the period of guarantee shall extend up to the limit of the original guarantee or for 12 months from the date of the replacement whichever is later.
- B. Starglaze guarantees to repair or replace free of all charge, any PVCu window frame and door installed by Starglaze which develops a material fault due to defective materials or workmanship within 10 years of the date of installation, validated upon receipt of full payment.
- C. Starglaze guarantees to repair or replace free of all charge, any double glazed unit installed by Starglaze which develops material condensation internally between the panes within 5 years of the date of installation.
- D. Starglaze guarantees to repair or replace free of all charge, any roofline installation undertaken by Starglaze which develops a fault due to defective materials or workmanship within 10 years of the date of completion.
- E. Starglaze guarantees to repair or replace free of all charge, any System Components for roofs which are white unpainted, powder coated, foiled or SIP Panel construction, installed by Starglaze which develops a material fault due to defective materials or workmanship within 10 years of the date of installation .
- F. Starglaze guarantees to repair or replace free of all charge, any System Components for roofs which are coloured, otherwise coated and/or painted, installed by Starglaze which develops a material fault due to defective materials or workmanship within 5 years of the date of installation.
- G. Starglaze guarantees the powder coating applied to the aluminium window and door profiles for a maximum of 25 years\* against the following faults:
- a. Peeling, powdering and blistering;
  - b. Corrosion, except to bending or folding after the paint is applied.
  - c. Chalking, fading and loss of sheen;
    - i. Please notify where the frames are meant to be installed within hazardous environmental conditions, such as marine, industrial, or swimming pools as this will reduce the guarantee periods which will be subject to prior agreement. The end user is responsible for maintaining and cleaning the products in line with the extruders requirements, failure to do so will invalidate the guarantee, details can be obtained on request.
- H. All white, foiled, painted or 360 PVC are covered by our profile suppliers specific guarantee and are subject to their terms and conditions of use, please ask for further details on these terms.
- I. When using coloured effect grain finishes on PVCu there may be slight differences in the finish, grain or colour between other substrate materials i.e. GRP, Doors, Extruded Profile, Corner Posts, Trims.
- J. Despite the fact that the Customer's statutory rights remain unaffected, this guarantee does not extend to:
- i. Minor imperfections with the glass, which are outside the scope of the visual quality standards of the Glass and Glazing Federation ("GGF"). The glass used in Starglaze units is of the best available quality but may have minor imperfections. The Customer will have the benefit of the warranty of the glass manufacturers where applicable but Starglaze cannot promise a higher standard of glass than currently provided.
  - ii. Damage due to misuse, neglect or lack of maintenance by the Customer. Starglaze strongly advises the Customer to refer to the operation and maintenance information in the customer care pack provided.
  - iii. goods that have been removed or repositioned by persons other than Starglaze;



- iv. timber that the Customer has insisted remains in situ adjacent to the Products installed by Starglaze;
  - v. specialist items installed, other than those shown in section (vi) where the manufacturers normal guarantee will apply;
  - vi. Deterioration in finish or other conditions beyond Starglaze's control on door and window handles, hinges, letter plates, door knockers, and all other furniture. The manufacturers 12 month guarantee will apply only;
  - vii. the buildup of atmospheric debris behind the external gaskets;
  - viii. matching stained glass colours as these vary from batch to batch;
  - ix. double glazed units with ventilation holes cut in for extractor fans; or
  - x. Painted door panels. The manufacturer's 12 month guarantee will apply only.
  - xi. Painted and foiled products cannot be guaranteed if the incorrect cleaning products have been used (only plain soap and water should be used, no abrasive cleaners).
- K. Following GGF guidelines, for the first 12 months after installation, cracks which appear in the glass units may be covered under the guarantee. However, this will be subject to an inspection by Starglaze to determine cause.
  - L. Should the Customer subsequently sell the Premises during the lifetime of the guarantee, the new owner of the Premises must notify Starglaze within a period of three months from the sale of the Premises. A chargeable inspection will be carried out to evaluate the condition of the installation. Providing that the installation has been maintained in accordance with the conditions of the guarantee, the guarantee may be transferred once for an additional fee.
  - M. The guarantee may be invalid if either full payment is not made or costs are incurred by Starglaze recovering monies on this account.
  - N. In the event that the original part/item/component is no longer available and it cannot be repaired we will replace it with an equivalent original part/item/component
  - O. If a conservatory leak concern has been raised and a Starglaze engineer attends and it is discovered that the leak is due to poor maintenance such as leaves/moss/blockages/excessive dirt clogging gutters/downpipes then a callout fee will be charged to the customer and the engineer will not be expected to correct the issue.

#### 16. GENERAL DATA PROTECTION REGULATION 2016/679 (GDPR)

- A. By entering into the Contract the Customer consents that Starglaze may process any personal data (including sensitive personal data) that Starglaze collects from the Customer in accordance with the Customer's express instructions. Information we store includes your name; address/postcode; telephone numbers; email; company details; date of birth, contract details, Purchase Agreement, service sheets; notes/correspondence relating to any quotes/contract/customer.
- B. Starglaze will use personal information for the purpose of administering and expanding our business activities, providing customer services and making available our products and services to our customers and prospective customers.
- C. We may send you marketing communications relating to our business which we think may be of interest to you, by post, by email or telephone (you can inform us at any time if you no longer require marketing communications, see clause 16(h)).
- D. We will retain your Personal Data for up to 15 years from the date of submission or alternatively our last communication with you. We require access to your details in order to refer to any future service, warranty or remedial work which you may require. Without such, we will be unable to refer to previous installations or remedial work. **Please note** that we manufacture everything on a bespoke basis and if we do not retain your details we will be unable to access your contract details and therefore your warranty will be void.
- E. Information is stored on a secure database and accessed by authorised and trained personnel only with a duty of confidence.
- F. As part of certain warranties and guarantees and special offers, we are required to provide third parties with your information in order to validate the information should you be required to refer to it in the future.
- G. The Contract may be conditional upon Starglaze's approval of the Contract following an agency search. The agency will keep a record of the search and share that information with other businesses. Starglaze reserves the right to cancel the Contract with immediate effect should adverse credit information come to light which Starglaze believes may adversely effect the Customer's payment pursuant to the Contract.
- H. You retain your rights under the GDPR, including the right to be forgotten. Please contact The Data Controller if you wish to assert any of your rights under the GDPR. The Data Controller is Starglaze Windows & Conservatories Ltd, No. 5 Works, Waterside South, Lincoln, LN5 7JD. For further information and for copies of procedures, please contact Starglaze on 01522 512525.

#### 17. CONDENSATION AND NOISE

- A. Starglaze double glazed units are designed primarily to reduce heat loss which occurs through single glazing. The presence of condensation depends upon the environment within the dwelling and exterior atmospheric conditions. For the avoidance of misunderstanding, please refer to the Starglaze leaflet about condensation.



- B. Starglaze gives no warranty concerning noise reduction or the incidence, prevention or elimination of condensation following the installation of the Products neither do its personnel have the authority to give such warranty.
- C. Where trickle vents have been fitted, external noise may be louder inside the Premises following installation.

#### **18. GGF**

Starglaze supports the GGF Code of Ethical Practice as promoted by the GGF and undertakes to work within the guidelines or this and any other GGF Code of Practice. A copy of the code is carried by a Starglaze Representative and is also available from Starglaze's Head Office.

#### **19. INSURANCE BACKED GUARANTEE**

Every homeowner who has replacement windows and doors, a conservatory or roofline products supplied and installed by Starglaze Home Improvements is issued with an Insurance Backed Guarantee (IBG) supplied and underwritten by the Glass and Glazing Federation (GGFi). An IBG insures the installation company's guarantee if they ceased to trade.

#### **20. COMPLAINTS**

- A. In the interest of efficiently dealing with any query, written notice must be given to Starglaze at its Head Office.
- B. In entering into the Contract, the Customer agrees to afford Starglaze a reasonable opportunity to respond to, and remedy, any complaint for which Starglaze is liable.
- C. If any complaint is not remedied by Starglaze to the Customer's reasonable satisfaction, in the event of a dispute Starglaze will, at the Customer's request, provide details of the GGF's Arbitration Scheme administered by the Chartered Institute of Arbitrators.

#### **21. AGREEMENT**

The Contract and these Conditions represents the entire agreement and understanding of the parties and supersedes any previous agreement between the parties relating to the Contract.

The Customer acknowledges and agrees that in entering into the Contract it does not rely on and will have no remedy in respect of any statement, representation, warranty, or understanding (whether negligently or innocently made) of any person whether or not a party to the Contract other than as set out in the Contract and these Conditions. Nothing in these Conditions or the Contract shall operate to exclude or limit liability for fraud.

#### **22. LAW**

The Contract shall be governed by the laws of England and the parties irrevocably submit to the exclusive jurisdiction of the English Courts.

#### **23. FENSA**

Replacement windows and doors are required to comply with parts L1 and N1 of the Building Regulations. Starglaze are members of FENSA self-certification scheme. This is not applicable to non-domestic or new build installations.

In order to comply with part L1, glass used will require a specialist coating. Please note that there is a slight tint to this which will distort the appearance of Georgian bars, giving a greenish tint to them when viewed from outside.