

Our terms and Conditions of Business

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1. DEFINITIONS

- **1.1** When the following words with capital letters are used in these Terms, this is what they will mean:
 - (a) Consumer: a person dealing as a consumer, within the meaning of the Unfair Contract Terms Act 1977, namely a person who is neither entering into the contract with us upon these Terms in the course of a business nor holding himself or herself out as doing so;
 - (b) Event Outside Our Control: is defined in clause 12.2;
 - (c) Goods: the goods that We are selling to you as set out in the Order;
 - (d) Order: your written order for the Goods and/or Services;
 - (e) Our Materials: is defined in clause 10.1;
 - (f) Services: the services that We are providing to you as set out in the Order;
 - (g) Terms: the terms and conditions set out in this document;

- (h) Trade Purchaser: a person who is not a Consumer and who is purchasing Goods for resale, such as an installer.
- (i) We/Our/Us: New Wave Doors Limited (company no 08256479) whose registered office is at Cowgills, 45-53 Chorley New Rd, Bolton BL1 4QR.
- **1.2** When We use the words "writing" or "written" in these Terms, this will not include e-mail unless We say otherwise.

2. OUR CONTRACT WITH YOU

- **2.1** These are the terms and conditions on which We supply Goods, or Services, or both Goods and Services, to you.
- **2.2** Please ensure that you read these Terms carefully, and check that the details on the Order and in these Terms are complete and accurate, before you sign and submit the Order. If you think that there is a mistake or require any changes, please contact Us to discuss.
- **2.3** Quotations that We provide do not constitute offers, will be valid for a limited period of time only, and in any event may be varied or withdrawn by Us at any time prior to Our acceptance of your Order. Quotations will always be subject to change in any event as a result of any survey or physical inspection that We carry out. Quotations will, however, form the basis of Orders and accordingly you agree that you will carefully check whether a quotation meets your requirements before submitting an Order to Us.
- **2.4** It is your responsibility to ensure that any statement or representation upon which you wish to rely is in writing and appended to your Order.
- **2.5** Where a Quotation and/or Order is based upon drawings, designs, measurements or other information provided by you or a third party on your behalf, it is your responsibility to ensure that these are accurate, complete, and free of errors. We shall not be responsible or liable in any way for any delays, losses, costs or expenses arising from any inaccuracies or errors or omissions in such drawings, designs, measurements or other information.
- **2.6** When you submit an Order to Us, this does not mean We have accepted your order for Goods and/or Services. We may need to provide a revised quotation to you. Our acceptance of the Order will take place as described in clause 2.7. If We are unable to supply you with the Goods and/or Services, We will inform you of this and We will not process the Order.
- **2.7** These Terms will become binding on you and Us when We confirm in writing to you that We are able to provide you with the Services or the Goods, at which point a contract will come into existence between you and Us.
- **2.8** Following acceptance of your Order, you may request to amend your Order but in such circumstances if We agree to amend your Order (in our absolute discretion) you will be liable for any costs resulting from any such amendment (and you accept that in these circumstances, delays may be caused for which you will be fully responsible).
- **2.9** If any of these Terms conflict with any term of the Order, these Terms will take priority.
- **2.10** These Terms shall apply to Our supply of Goods and/or Services to the exclusion of any other terms that you may seek to impose or incorporate, or which are implied by law, trade, custom, practice or course of dealing.
- **2.11** We shall assign an order number to the Order and inform you of it when We confirm the Order. Please quote the order number in all subsequent correspondence with Us relating to the Order.

- **2.12** The images of the Goods on Our website or in Our catalogue or brochure are for illustrative purposes only. Although We have made every effort to display the colours accurately, We cannot guarantee that your computer's display of the colours or the printed pictures (as the case may be) accurately reflect the colour of the Goods. Your Goods may vary slightly from those images.
- **2.13** Where We agree to provide you with equipment free on loan, such equipment must only be used for the purposes it is intended and must be returned to Us on demand (in the condition in which it was provided to you).

3. CHANGES TO ORDER OR TERMS

- **3.1** We may revise these Terms from time to time and in such circumstances, We will give you such notice as is practicable in all the circumstances prior to any change taking effect. Any Order placed will be subject to the version of these Terms in force at the time of such Order.
- **3.2** If you wish to cancel an Order before it has been fulfilled, please see your right to do so in clause 13. In the case of made-to-measure or otherwise bespoke Goods, unfortunately, because We make these Goods to your specific requirements, you will not be able to cancel an Order once it is accepted by Us.

4. MADE-TO-MEASURE GOODS

- **4.1** We make made-to-measure and otherwise bespoke Goods according to the measurements and information you provide Us. You can find information and tips on how to measure in Our brochure or on Our website, or by contacting Us.
- **4.2** Please make sure your measurements are correct and accurate. Unfortunately, We cannot accept the return of made-to-measure or bespoke Goods if the reason for the return is because you provided Us with incorrect measurements. However, where you are a Consumer, this will not affect your legal rights in relation to made-to-measure Goods that are faulty or not as described.

5. DELIVERY OF GOODS

- **5.1** Unless otherwise has been agreed in advance in writing, delivery and, where applicable, installation, shall take place for all of the Goods set out in your Order as a whole and on a single occasion. If you notify us that you wish delivery and/or installation to take place in stages, you acknowledge that you will incur additional costs and expenses. If We are unable to carry out delivery or installation when We arrive at the delivery or installation address as a result of but not limited to, poor access, no one home, non-payment, obstructions to or incorrectly dimensioned or incomplete or unsuitable aperture, then an additional delivery and/or installation fee shall apply for Us to attend on another day. This must be paid in full along with any other money due under the contract before We are able to confirm such a date. Where a confirmed delivery and/or installation date is cancelled by you then full payment for the goods/services will immediately become payable. If this cancellation is within 48 hours of the confirmed delivery and/or installation date then an additional delivery and/or installation fee shall apply for Us to attend on another day. This must be paid in full along with any other money due under the contract before We are able to confirm such a date
- **5.2** Please note that timescales for delivery and delivery charges will vary depending on the availability of the Goods and your address. Time shall not be of the essence in respect of any delivery and/or installation date(s). Any dates given by Us are estimates only and cannot be guaranteed. The fulfilment of delivery is also subject to you having paid all monies owed to Us

(including all deposits and part-payments as appropriate) in accordance with these Terms. You shall have no right to damages or compensation or to cancel your Order if We fail to meet any estimated delivery or installation dates (for any reason, including Events Outside Our Control, as defined in clause 13). Please note that any requests by you to alter your Order are likely to result in delays.

- **5.3** If you have asked to collect the Goods from Our premises and we have agreed, you can collect the Goods from Us at any time during Our normal working hours.
- **5.4** Where We arrange delivery of the Goods to you, We shall use packaging sufficient to protect the Goods from normal conditions of transit and for the normal period of transit unless We agree otherwise with you in writing.
- **5.5** Delivery of an Order shall be completed when We deliver the Goods to the address you gave Us or you collect them from Us. Where we are delivering the Goods to you, our driver shall not be required to leave the rear of his vehicle during unloading. Accordingly, you shall provide sufficient equipment, e.g. a forklift, and personnel (two able-bodied men) to assist with off-loading. Our driver shall wait for a maximum of 15 minutes for such assistance to be provided and if no such assistance is provided, delivery shall be aborted and redelivery will be at your cost (including payment of an aborted delivery charge).
- **5.6** The Goods will be your risk and responsibility from the completion of delivery or from when you collect the Goods from Us (as the case may be) and accordingly you must arrange appropriate insurance to cover the Goods (for their full replacement value) from such time. If the Goods are damaged or destroyed by an insured risk prior to being paid for by you, you shall receive the proceeds of any such insurance as trustee for Us.
- **5.7** You will only own the Goods once We have received payment in full and cleared funds, at which time title shall pass.
- **5.8** You shall comply with any and all instructions and guidance published by Us in relation to the installation and care of the Goods.
- **5.9** If you are a Trade Purchaser, you shall actively promote the Goods for onward resale in accordance with Our marketing materials and requirements from time to time and we shall have the right to give prior approval of any marketing or promotional materials that you intend to use in relation to any such onward resale.

6. FAULTY GOODS

- **6.1** You must inspect the Goods carefully on delivery. No liability will be accepted in respect of any damage or defect apparent on a reasonably careful inspection unless notified to us by telephone immediately (and in any event within 24 hours) and confirmed in writing within 7 days, time being of the essence.
- **6.2** In respect of any damage or defect not apparent on a reasonably careful inspection, we shall have no liability in respect of the same unless you notify us immediately upon discovery of the damage or defect or after circumstances have arisen that would reasonably indicate the existence of damage or a defect (and in any event within 24 hours).
- **6.3** If you are a Consumer, you have legal rights in relation to Goods that are faulty or not as described. Nothing in these Terms will affect these legal rights.
- **6.4** We warrant that at the time of delivery Goods will materially conform to the written specifications agreed between Us and you, but all other warranties, conditions and other terms implied by statute or common law (save for the conditions implied by section 12 of the

Sale of Goods Act 1979) are, to the fullest extent permitted by law, excluded from these Terms. In particular, We give no warranty that the Goods will be fit for any particular purpose. It is your responsibility to ensure that the Goods that you order are appropriate and suitable for any particular purpose and that they comply with any particular specification, regulations (including building regulations) that maybe required for your intended use of the Goods.

- **6.5** Breach of the warranty in clause 6.4 will entitle you to a repair, replacement or refund (at Our option), provided that you have notified us promptly of any defect in accordance with clause 6.1 or clause 6.2 (and always within 7 days of delivery) and evidence is provided to Us of the defect. Where there is a defect in materials or workmanship, you should bring your claim under clause 6.6 below (if applicable).
- **6.6** The Goods come with the following manufacturer's guarantee for the benefit of Consumers and Trade Purchasers only.
- **6.7** Provided that all monies owed to Us have been fully paid, We guarantee upon delivery that the Goods shall be free from material defects in materials or workmanship for the periods stated in this clause. However, this guarantee does not apply in the circumstances described in clause 6.8.
- New Wave Operating System 10 years. Locks, handles and other hardware 1 year. All Glass Units including integral blinds for a period of 5 years. Blemishes in glass and sealed units shall be permitted in line with GGF regulations. Breakages are not covered after installation or delivery. Aluminum and uPVC extrusions for a period of 10 years.
- Powder coated paint finishes on aluminium or other profiles and sections etc shall be to Qualicoat standard and inclusions and blemishes shall be permitted as per Qualicoat guidelines.
- Any warranty provided by Us shall not exceed that which We receive from any third-party supplier of the Goods or component parts of the Goods.
- **6.8** This guarantee does not apply to any defect in the Goods arising from:
 - (a) fair wear and tear;
 - (b) willful damage, abnormal storage or working conditions, accident, failure to protect, negligence by you or by any third party;
 - (c) if you fail to operate or use the Goods in accordance with the user instructions;
 - (d) any alteration or repair by you or by a third party who is not one of Our authorised repairers; and
 - (e) any specification provided by you.
- **6.9** If you are a Consumer, the above guarantee is in addition to your legal rights in relation to the Goods that are faulty or not as described.
- **6.10** Where you notify Us of a defect but the Goods have not been installed by Us, we may provide a service engineer to attend your property subject to you paying Our standard or anticipated service charge in advance.
- **6.11** Where you notify Us of a defect where We have organised installation of the Goods, We will provide a service engineer to attend your property subject to you paying Our standard or anticipated service charge in advance. This charge will be refunded in the event that the fault or defect is found to be covered by Our manufacturer's guarantee. This charge cannot be

refunded if any fault is found not to be covered by Our manufacturer's guarantee. Our standard service charge does not include parts.

7. PROVIDING SERVICES

- **7.1** We will supply the Services to you from the date set out in the Order or otherwise agreed between Us (but time shall not be of the essence).
- **7.2** We will need certain information from you that is necessary for Us to provide the Services. We will contact you about this. If you do not, after being asked by Us, provide Us with this information, or you provide Us with incomplete or incorrect information, We may make an additional charge of a reasonable sum to cover any extra work that is required, or We may suspend the Services by giving you written notice. We will not be liable for any delay or non-performance where you have not provided this information to Us after We have asked. If we suspend the Services under this clause 7.2, you do not have to pay for the Services while they are suspended, but this does not affect your obligation to pay for any invoices We have already sent you.
- **7.3** We may have to suspend the Services if We have to deal with technical problems. We will contact you to let you know in advance where this occurs, unless the problem is urgent or an emergency. You do not have to pay for the Services while they are suspended under this clause 7.3 but this does not affect your obligation to pay for any invoices We have already sent you.
- **7.4** If you do not pay Us for the Services when you are supposed to, We may suspend the Services with immediate effect until you have paid Us the outstanding amounts. We will contact you to tell you this. This does not affect Our right to charge you interest under clause 9.12.

8. IF THERE IS A PROBLEM WITH THE SERVICES

- **8.1** We warrant that We will provide the Services with reasonable skill and care.
- **8.2** In the unlikely event that there is any defect with the Services:
 - (a) you will contact Us and tell Us as soon as reasonably possible;
 - (b) you will give Us a reasonable opportunity to repair or fix any defect; and
 - (c) We will use every effort to repair or fix the defect as soon as reasonably practicable.

You will not have to pay for Us to repair or fix a defect with the Services under this clause 8.1.

This does not apply to any services in any way connected to the surveying, installation, delivery or servicing of any products supplied by Us or a third party. In this case clause 6.11 shall apply,

- **8.3** If you are a Consumer, you have legal rights in relation to Services not carried out with reasonable skill and care, or if the materials We use are faulty or not as described. Nothing in these Terms will affect these legal rights.

9. PRICE AND PAYMENT

- **9.1** The price of the Goods and/or the Services will be confirmed at the time We confirm your Order. Our prices may change at any time, but price changes will not affect Orders that We have confirmed with you. Please be aware that Quotations may be varied or withdrawn by Us at any time prior to Our acceptance of your Order.
- **9.2** Our prices exclude VAT unless otherwise expressly stated. If the rate of VAT changes between the date of the Order and the date of delivery or performance, We will adjust the rate of VAT that you pay, unless you have already paid for the Goods and/or Services in full before the change in the rate of VAT takes effect.
- **9.3** The prices for the Goods exclude delivery costs, which will be added to the total amount due if service is supply only.
- **9.4** It is always possible that, despite Our best efforts, some of the Goods We sell may be incorrectly priced. We will normally check prices as part of Our dispatch procedures so that, where the Goods' correct price is less than Our stated price, We will charge the lower amount when dispatching the Goods to you. If the Goods' correct price is higher than the price stated, We will contact you to tell you and wait for your instructions. If the pricing error is obvious and unmistakable and could have reasonably been recognised by you as a mispricing, We do not have to provide the Goods to you at the incorrect (lower) price.
- **9.5** You must make payment to Us without set-off by cash or bank transfer (or such other method of payment as we approve in writing) in accordance with our standard payment terms or such different payment terms as we have expressly agreed with you.
- **9.6** Our standard payment terms for all products are as follows: 20% to be paid in advance by way of a non-refundable deposit, 30% prior to manufacture and the remainder to be paid one day prior to dispatch.
- **9.7** The amounts payable by you must be actually received by Us before We will begin manufacture or dispatch the Goods to you. If the manufacturing payment is not received by Us within 24 hours of being requested then manufacturing may not proceed and this will affect your anticipated delivery or installation date. If the final payment due prior to installation or delivery is not received a minimum of 24 hours before anticipated installation or delivery, then the delivery and/or installation will be cancelled and an aborted delivery charge and/or installation charge will become due. Delivery and/or installation will be rescheduled to our next available slot, but a slot will not be actually booked for you until payment of all outstanding amounts has been received by Us.
- **9.8** Deposits are not refundable as they represent payment for the considerable amount of initial work that We undertake in order to finalise Our Quotations.
- **9.9** If you are a Trade Purchaser, ledger accounts are opened in Our sole discretion and upon such terms as We may specify. Credit terms may be amended or withdrawn at any time at Our sole discretion. Any credit terms extended by Us shall cease upon any change in your legal status. Any such change must be notified by you to Us in writing. Credit terms will only be reinstated in Our sole discretion and when confirmed by Us in writing.
- **9.10** Where Goods are to be delivered in instalments We may invoice each instalment separately and you shall settle invoices in accordance with these Terms.
- **9.11** The time for payment of monies due to Us shall be of the essence. In the event of default of payment and without prejudice to Our other rights and remedies, We may suspend all further deliveries of Goods and/or the provision of Services with immediate effect and without notice.

- **9.12** If you do not make any payment due to Us by the due date for payment, We may charge interest to you on the overdue amount in accordance with the Late Payment of Commercial Debts (Interest) Act 1998. This interest shall accrue on a daily basis from the due date until the date of actual payment of the overdue amount, whether before or after judgment. You must pay Us interest together with any overdue amount.
- **9.13** However, if you dispute an invoice in good faith and contact Us to let Us know promptly after you have received an invoice that you dispute it, clause 9.12 will not apply for the period of the dispute.

10. CONFIDENTIALITY AND INTELLECTUAL PROPERTY

- **10.1** All drawings, designs, documents, price lists, materials and other information provided by Us to you ("Our Materials") are confidential and you must not without Our prior written consent disclose such confidential information to any third party.
- **10.2** You acknowledge that all intellectual property rights in the Goods, Our Materials, and in Our branding and the branding of the Goods (including but not limited to the "New Wave" trademark) belong to Us or Our licensors. You shall respect such intellectual property rights at all times and shall not do anything that infringes, undermines or otherwise damages such intellectual property rights (including purchasing any infringing copy from a third party).
- **10.3** If you are a Trade Purchaser and purchasing Goods for resale, you agree that you shall market the Goods under Our branding and trademarks and under no other trade mark, name or branding.
- **10.4** If you are a Trade Purchaser and purchasing Goods for resale, you shall use all reasonable endeavours (including but not limited to having in place appropriately worded terms of sale) to ensure your customers are aware of and respect and do nothing to undermine or infringe Our intellectual property rights.
- **10.5** If you are a Trade Purchaser, you shall immediately notify Us in writing, giving full particulars, if any of the following matters come to your attention:
 - (a) any actual, suspected or threatened infringement of Our intellectual property rights in the Goods;
 - (b) any claim made or threatened that the Goods infringes the rights of any third party; or
 - (c) any other form of attack, charge or claim to which Our intellectual property rights may be subject.
- **10.6** In respect of any of the matters listed in clause 10.5, We shall decide in Our absolute discretion what action, if any to take, We shall have exclusive control over, and conduct of all claims and proceedings, you shall not make any admissions other than to Us and shall provide Us with all assistance that may be required in the conduct of any claims or proceedings, and We shall bear the cost of any proceedings and shall be entitled to retain all sums recovered in any action for Our own account.

11. LIABILITY

- **11.1** Nothing in these Terms limit or exclude our liability for:
 - (a) death or personal injury caused by our negligence;
 - (b) fraud or fraudulent misrepresentation;

- (c) breach of the terms implied by section 12 of the Sale of Goods Act 1979 (title and quiet possession);
- (d) defective products under the Consumer Protection Act 1987; or
- (e) if you are a Consumer, breach of the terms implied by sections 13, 14 and 15 of the Sale of Goods Act 1979 and sections 3, 4 and 5 of the Supply of Goods and Services Act 1982 (description, satisfactory quality, fitness for purpose and samples).
- **11.2** Subject to clause 11.1, we will under no circumstances whatever be liable to you, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, arising under or in connection with these Terms for:
 - (a) any loss of profits, sales, business, or revenue;
 - (b) loss or corruption of data, information or software;
 - (c) loss of business opportunity;
 - (d) loss of anticipated savings;
 - (e) loss of goodwill;
 - (f) any accidental damage to your property;
 - (g) any damage unavoidably caused to any adjacent or surrounding areas (which shall be your responsibility);
 - (h) the refitting of ancillary items (such as door bells or alarms) removed or disturbed in the course of any works (which shall be your responsibility); or
 - (i) any indirect or consequential loss.
- **11.3** Subject to clause 11.1 and clause 11.2, our total liability to you in respect of all other losses arising under or in connection with these Terms, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall in no circumstances exceed the price of the Goods and/or Services.
- **11.4** Except as expressly stated in these Terms, We do not give any representation, warranties or undertakings in relation to the Products. Any representation, condition or warranty which might be implied or incorporated into these Terms by statute, common law or otherwise is excluded to the fullest extent permitted by law. In particular, We will not be responsible for ensuring that the Products are suitable for your purposes.
- **11.5** You acknowledge that the above provisions of this clause 11 are reasonable in all the circumstances and reflected in the price of the Goods and/or Services.
- **11.6** You shall indemnify Us on demand from and against all damages, liabilities, losses, costs and expenses suffered or incurred by Us as a result of you failing to perform any of your obligations under these Terms or in connection with any claim brought by a third party against Us in respect of your use of the Goods (save to the extent that any such damages, liabilities, losses, costs or expenses arise as a result of our negligence).

12. EVENTS OUTSIDE OUR CONTROL

- **12.1** We will not be liable or responsible for any failure to perform, or delay in performance of, any of Our obligations under these Terms that is caused by an Event Outside Our Control.
- **12.2** An Event Outside Our Control means any act or event beyond Our reasonable control, including without limitation strikes, lock-outs or other industrial action by third parties, civil

commotion, riot, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not) or threat or preparation for war, fire, explosion, storm, flood, earthquake, subsidence, epidemic or other natural disaster, or failure of public or private telecommunications networks, or failure or default of a subcontractor or other third party.

- **12.3** If an Event Outside Our Control takes place that affects the performance of Our obligations under these Terms:
 - (a) We will contact you as soon as reasonably possible to notify you; and
 - (b) Our obligations under these Terms will be suspended and the time for performance of Our obligations will be extended for the duration of the Event Outside Our Control. Where the Event Outside Our Control affects Our delivery of Goods to you, We will arrange a new delivery date with you after the Event Outside Our Control is over. Where the Event Outside Our Control affects Our performance of Services to you, We will restart the Services as soon as reasonably possible after the Event Outside Our Control is over.

13. YOUR RIGHTS TO CANCEL

- **13.1** Before We begin to provide the Services or the Goods are dispatched, you have the following rights to cancel an Order for Goods (other than made-to measure or bespoke Goods) and/or Services:
 - (a) You may cancel any Order for Goods and/or Services at any time before We dispatch the Goods or the start date for the Services. We will confirm your cancellation in writing to you.
 - (b) If you cancel an Order under clause 13.1(a) and you have made any payment in advance for Services that have not been provided to you, or Goods that have not been delivered to you, please note that any deposit you have paid is not refundable (see clause 9.8).
 - (c) If you cancel an Order under clause 13.1(a) and We have already started work on your Order by that time, and/or we have already made arrangements or bookings with third parties in respect of the Goods and/or Services, you will pay Us any costs We reasonably incurred in starting to fulfil and/or cancelling the Order, and this charge will be deducted from any refund that is due to you or, if no refund is due to you, invoiced to you.
 - (d) Unfortunately, if you cancel an Order for Goods under clause 13.1(a) and We have already dispatched your Goods to you, We will not be able to cancel your Order until it is delivered or collected. In this case, if you return the Goods to Us, We will have to charge you the cost of collection or you will have to pay the cost of returning the Goods back to Us.
- **13.2** Unfortunately, as the made-to-measure and bespoke Goods (and Goods requiring special materials that we order specifically for the Goods) are made to your requirements, you will not be able to cancel your Order once your deposit has been paid or your order is accepted by us. (but this will not affect your legal rights as a consumer in relation to made-to-measure Goods that are faulty or not as described).
- **13.3** Once We have begun to provide the Services to you, you may cancel the contract for Services with immediate effect by giving Us written notice if:
 - (a) We break this contract in any material way and We do not correct or fix the situation within 45 days of you asking Us to in writing; or

- (b) We go into liquidation or a receiver or an administrator is appointed over Our assets.

14. YOUR ADDITIONAL RIGHTS TO CANCEL IF YOU ARE A CONSUMER MAKING A PURCHASE ONLINE OR BY TELEPHONE OR EMAIL OR IN YOUR HOME

- **14.1** If you are a Consumer and you contract with us online or otherwise at a distance (e.g. by email or telephone), you have a legal right to cancel your contract with us under the Consumer Protection (Distance Selling) Regulations 2000) during the period set out below. This means that during the relevant period if you change your mind or for any other reason you decide you do not want to keep the Goods, you can notify us of your decision to cancel your contract with us and receive a refund.
- **14.2** The above cancellation right does not apply in the case of any made-to measure or custom-made Goods or any Goods which have been installed by Us or any other party.
- **14.3** If the cancellation right in clause 14.1 applies, you have a period of 7 (seven) working days in which you may cancel, starting from the day after the day you receive the Goods, and if you wish to cancel your Order you must notify us in writing by sending a letter to us at New Wave Doors Ltd, 18 Clothier Road, Brislington, Bristol, BS4 5PS. You will receive a full refund of the price you paid for the Goods and any applicable delivery charges you paid for. We will process the refund due to you as soon as possible. Unless the Goods are faulty or not as described, you will be responsible for the cost of returning the Goods to Us or, where relevant, the cost of Us collecting the Goods from you.
- **14.4** If you are a Consumer and your contract with Us is formed in your home or place of work, the Cancellation of Contracts made in a Consumer's Home or Place of Work etc. Regulations 2008 otherwise apply, nothing in these Terms shall affect your legal rights under these Regulations.
- **14.5** You have a legal obligation to keep the Goods in your possession and to take reasonable care of the Goods while they are in your possession.
- **14.6** As a Consumer, you will always have legal rights in relation to Goods that are faulty or not as described.

15. OUR RIGHTS TO CANCEL AND APPLICABLE REFUND

- **15.1** If We have to cancel an Order for Goods (including made-to-measure Goods) and/or Services before the Services start or the Goods are delivered:
 - (a) We may have to cancel an Order before the start date for the Services or before the Goods are delivered, due to an Event Outside Our Control or the unavailability of stock or (in the case of Services) key personnel or key materials without which We cannot provide the Services or for other reasons. We will promptly contact you if this happens.
 - (b) If We have to cancel an Order under clause 15.1(a) and you have made any payment in advance for Services that have not been provided to you, or Goods that have not been delivered to you, We will refund these amounts to you (but you will not be entitled to any further payments from us in these circumstances).
 - (c) Where We have already started work on your Order for Services or made-to measure Goods by the time We have to cancel under clause 15.1(a), We will not charge you anything and you will not have to make any payment to Us.
- **15.2** We may cancel the contract for Goods and/or Services at any time with immediate effect by giving you written notice if:

- (a) you do not pay Us when you are supposed to. This does not affect Our right to charge you interest under clause 9.12; or
- (b) you fail to take delivery of the Goods otherwise than in accordance with your contractual or legal rights; or
- (c) you experience an insolvency event; or
- (d) you break the contract in any other material way and you do not correct or fix the situation within 14 days of Us asking you to in writing.

16. INFORMATION ABOUT US AND HOW TO CONTACT US

- **16.1** We are a company registered in England and Wales. Our company registration number is 08256479. Our registered office is at: Cowgills 45-53 Chorley New Rd, Bolton BL1 4QR Our registered VAT number is 265 5077 88.
- **16.2** If you have any questions or if you have any complaints, please contact Us. You can contact Us by sending Us a message via the following page:
<https://newwavedoors.co.uk/contact-us/>;
- **16.3** If you wish to contact Us in writing, or if any clause in these Terms requires you to give Us notice in writing (for example, to cancel the contract), you can send this to Us by pre-paid post to New Wave Doors Ltd, 18 Clothier Road, Brislington, Bristol, BS4 5PS. We will confirm receipt of this by contacting you in writing. If We have to contact you or give you notice in writing, We will do so by pre-paid post to the address you provide to Us in the Order.

17. HOW WE MAY USE YOUR PERSONAL INFORMATION

- **17.1** We will use the personal information you provide to Us to:
 - (a) provide the Goods and/or Services;
 - (b) process your payment for such Goods and/or Services; and
 - (c) inform you about similar products or services that We provide, but you may stop receiving these at any time by contacting Us.
- **17.2** We will not give your personal data to any third party unless you have given Us express permission to do so.

18. OTHER IMPORTANT TERMS

- **18.1** We may transfer Our rights and obligations under these Terms to another organization, and We will always notify you in writing if this happens, but this will not affect your rights or Our obligations under these Terms.
- **18.2** This contract is between you and Us. No other person shall have any rights to enforce any of its terms.
- **18.3** Each of the paragraphs of these Terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.
- **18.4** If We fail to insist that you perform any of your obligations under these Terms, or if We do not enforce Our rights against you, or if We delay in doing so, that will not mean that We have waived Our rights against you and will not mean that you do not have to comply with

those obligations. If We do waive a default by you, We will only do so in writing, and that will not mean that We will automatically waive any later default by you.

- **18.5** These Terms are governed by English law. You and We both agree to submit to the exclusive jurisdiction of the English courts.

NOTICE OF RIGHT TO CANCEL THE CONTRACT

If your contract with us is made in your home or place of work, you have the right to cancel this contract in accordance with the Cancellation of Contracts made in a Consumer's Home or Place of Work etc. Regulations 2008. If you wish to exercise this right, please send us (by post or email) a cancellation notice in the form below at any time within the period of 7 days of receipt and signature or acceptance by you of the order quotation or contract. If you wish us to begin work within this 7 day period, please notify us in writing of this and please be aware that in such circumstances you will be liable to pay us a reasonable sum for the services already provided in the event that you subsequently cancel this contract. I/we agree that New Wave Doors may commence work before the above cancellation period has expired and I understand that if I decide to cancel within seven days, I will be asked to pay for any work that has been carried out prior to my cancellation.

New Wave Doors > Terms of Business

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