

# TRULIGHT WINDOWS AND CONSERVATORIES TERMS AND CONDITIONS

1. All the terms of the Contract between the Customer and Trulight Windows and Conservatories, hereafter referred to as Trulight are contained in this document. No representations, warranties, statements, or undertakings whether oral or in writing 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 a duly authorised officer of the Company.
2. The Customer shall grant Trulight's employees access to the premises at reasonable time for the purpose of taking measurements and of carrying out the work specified. Trulight reserves the right to alter specifications without notice in keeping with our policy of continuous improvements. It is the responsibility of the Customer to make available the reasonable free use of water and electricity for completion of the said work.
3. All supply and installation orders are subject to a technical survey in respect of which the Customer agrees to allow the Company Surveyor and installer access to the property and on the result of which the Company reserves the right to cancel the order. All monies paid in respect of any windows or doors ordered will be refunded,
4. All prices quoted are subject to V.A.T. at the current rate of interest at the time of supply. Payment of the total price (less any deposit paid) will be due upon completion and no further discounts can be given. Ownership of the goods will pass to the Customer once we have received payment in full. Until then, the goods remain our property but that will not prevent us from recovering payment from you of any amounts due under the Contract. Trulight reserves the right to remove any units or materials in the event of any account being unpaid.
5. Contracts involving multiple professional services, including but not limited to, engineering drawings and electricians, will be undertaken on a phased payment basis. Payments must be made upon completion of each stage and the amounts required will be stated on the contract.
6. It is the Customer's responsibility to ensure the accuracy of the description of the goods set out on any quotation and contract. If you need to inform us of any amendments, then this must be done in writing. No orders will be placed until a signed contract and deposit has been received. Once instructions have been given by Trulight to authorise manufacturing the deposit becomes non-refundable.
7. Any specifications, statistics, advice, or other information given to you by us regarding any glass we supply is either quoted from or based on information provided to us by the manufacturer and relates solely to the glass itself. Such specifications, statistics, advice, and information do not relate to or take account of the acoustic properties or performance of your building so it is possible that the installation of the glass may not meet your expectations in relation to noise reduction or sound proofing. No guarantee or warranty is given that the installation will reduce, eliminate or be free from condensation.
8. Where you have instructed Trulight to order goods without a site survey, and you have provided any specifications and dimensions you will be required to check and approve all specifications and dimensions as detailed in the Contract before signing. In these circumstances, you are responsible for the measurements and specifications detailed.
9. The final measurements will be taken from opening sizes available to us at the time of the site survey. If openings are to differ from the existing, or the openings are to be newly formed, we must be informed in writing prior to manufacturing commencing. We cannot accept responsibility for incorrect sizes if opening sizes are changed after our final survey being carried out.
10. All goods provided are a made to measure product unique for each contract and materials not used in their intended location in the Customers premises cannot be credited.
11. The named Customer has the right to cancel within 14 days from the date of offer. Cancellation must be affected by emailing truwin@aol.com or call Trulight office 01763 262003.
12. If any problems with your property are discovered at the time of installation of the goods, which were not, nor could reasonably have been found during our survey of your property, we reserve the right to increase the contract value to cover any additional costs for parts and/or labour. You will be notified of any additional costs that could be incurred and you have the right to cancel the Contract, but you will be obliged to pay Trulight for any installation services already performed, and any goods that have already been installed, or are already in the process of being manufactured in readiness for installation as per the agreed contract. If Trulight are prevented or delayed in the carrying out of our obligations under the Contract due to the Customer's request and/or necessary works not completed in time for Trulight to fulfil their obligations, then any costs incurred may be passed on to the customer and so increase the final amount outstanding.
13. If the performance of our obligations under the Contract is prevented or delayed by any act or omission of yours or your agents, subcontractors, consultants, or employees, we shall not be liable for any costs, charges or losses sustained or incurred by you arising directly or indirectly from such prevention or delay.
14. Unless specified in the Contract you will be responsible at your own expense for the removal, replacement and/or alteration, if required, of any fixtures and fittings or other items that we require to be moved in order to install the goods and supply the services, including but not limited to curtains, shutters, grills, blinds, pelmets, and soft furnishings, the lifting and refitting of carpets, the repositioning of telephone or burglar alarm fittings and any other electrical connections, aerials, gas or water installations.
15. All access equipment is provided for the sole use of Trulight fitters and cannot be accessed by others. Trulight is not responsible for any loss or damage, however caused, by unauthorised use of any access equipment.
16. We agree to make good to a standard which will accept redecoration any damage we cause in the course of our work to sound plaster, coving, render or brickwork, which immediately surrounds any window or door on which we work. We will not decorate or redecorate any existing window/door frames, sashes, architraves, liners, or window board on which we work.
17. Any claim made by the Customer for compensation for damage done by Trulight must be made in writing to reach Trulight within seven days of such damage occurring.
18. We will not be in breach of our obligations under the Contract if we are prevented from or delayed in the carrying on of our business or the performance of our obligations under the Contract by any circumstances beyond our reasonable control including, without limitation, acts of God, governmental actions, war or national emergency, acts of terrorism, protests, riot, civil commotion, fire, explosion, flood, epidemic, lock-outs, strikes or other labour disputes (whether or not relating to either party's workforce), or restraints or delays affecting carriers or inability or delay in obtaining supplies of adequate or suitable materials.
19. Any Guarantee and/or Warranty will only be validated and activated once full payment of the contract(s) has been received by us. Non-payment of full contract value will void the guarantee. Hinges, handles and locking mechanisms are under warranty for 12 months. Glass units are for 5 years and frames for 10 years. Supply only contracts have no guarantee.
20. Any call backs requested under the terms of our guarantee we endeavour to respond to as soon as possible, but under certain circumstances this make take up to 7 working days.

## PERSONAL INFORMATION COLLECTION

**All personal information collected by Trulight is done so exclusively with your consent, by means of an email received from you or by telephone. No information is collected automatically.**

**The personal information collected is only used by Trulight staff for the purposes of processing your quotation, order and/or guarantee obligations, or a use that complies with these purposes. We only share your information with any third parties that enable us to meet these obligations.**