

LEE U-PVC (ROOFLINE) SALES TERMS AND CONDITIONS

1. THESE TERMS

- 1.1 **What these terms cover.** These are the terms and conditions on which we supply products to you.
- 1.2 **Why you should read them.** Please read these terms carefully before you submit your order to us. These terms tell you who we are, how we will provide products to you, how you and we may change or end the contract, what to do if there is a problem and other important information. If you think that there is a mistake in these terms, please contact us to discuss.

2. INFORMATION ABOUT US AND HOW TO CONTACT US

- 2.1 **Who we are.** We are Lee Kelly UPVC Ltd a company registered in England and Wales. Our company registration number is 05084989 and our registered office is at 364 Blackpool Road, Fulwood, Preston, Lancashire, PR2 3AA.
- 2.2 **How to contact us.** You can contact us via email and telephone by using the contact details on the covering form (**Form**) to which these terms are attached.
- 2.3 **How we may contact you.** If we have to contact you we will do so by telephone or by writing to you at the email address or postal address you provided to us in your order.
- 2.4 **"Writing" includes emails.** When we use the words "writing" or "written" in these terms, this includes emails.

3. OUR CONTRACT WITH YOU

- 3.1 **How we will accept your order.** Once we have visited your property, conducted an initial survey (the results of which form the basis of our survey sheet) and taken the measurements required in order for the products to be ordered and later installed, we will discuss with you at your premises your specific product requirements and specifications including, for example, profile type and colours or other products that you would like to order and be installed at your property. Thereafter, we will also provide you with a quotation via email, telephone or otherwise for the supply of the products and associated installation service. Should you wish to purchase the products based on this information, then you will be required to raise an order for the products using the customer contract form enclosed with these terms. Our acceptance of your order will take place when we provide you with a copy of the contract with our written acceptance, at which point a contract will come into existence between you and us.
- 3.2 **If we cannot accept your order.** If we are unable to accept your order, we will inform you of this in writing and will not charge you for the product. This might be because the product is out of stock, because we have identified an error in the price or description of the product or due to problems that we experience when sourcing the products from our manufacturers.
- 3.3 **Your order number.** We will assign an order number to your order and tell you what it is when we accept your order. It will help us if you can tell us the order number whenever you contact us about your order.
- 3.4 **We only sell to the UK.** Our brochure and website are solely for the promotion of our products in the UK. Unfortunately, we do not accept orders from or deliver to addresses outside the UK.

4. OUR PRODUCTS

- 4.1 **Products may vary slightly from their pictures.** The images of the products in our brochures and on our website are for illustrative purposes only. Although we have made every effort to display the colours accurately, we cannot guarantee that a device's display of the colours or the printed pictures in our brochure accurately reflects the colour of the products. Your product may vary slightly from those images.
- 4.2 **Making sure your measurements are accurate.** In the vast majority of instances, we will be supplying the products based on measurements that we have taken from your property and we will be responsible for ensuring that these measurements are accurate. It is your responsibility to provide us with accurate information regarding the products that you require (including where they will be installed) when we take these measurements. If we are making the product to measurements you have given us you are responsible for ensuring that these measurements are correct. If you have any queries regarding measurements that we have taken, then it is your responsibility to raise these prior to raising your order for the products.

- 4.3 **Further inspections of the property by us.** Prior to the products being supplied and/or installed by us, depending on the products that you are purchasing, we will arrange with you a suitable time for a further inspection of the property, in order for us to confirm that any measurements we have taken are correct and that there are no structural or associated defects with the property. If, following this inspection, it becomes apparent that the property is unsafe or that any other associated defect is present such that we cannot supply and/or install the products, we will inform you of this in writing.
- 4.4 **Building and planning consents.** Prior to entering into the contract, we will provide reasonable assistance regarding any planning, building or other consents that may be required in order for the products to be installed at your property. However, it is your sole responsibility to ensure that such consents have been granted, prior to entering into the contract, and we shall have no legal responsibility to you should you purchase the products without having such consents in place.
- 4.5 **Additional works.** If construction defects or latent defects are found to be present during our installation of the products which could not have been reasonably detected during our previous surveys, we will supply you with additional quote in accordance with these terms and conditions. Once the products have been installed, it is your responsibility to apply the finish to all woodwork used in the installation within a reasonable time of completion. The property will only be inspected around the proximity of the area immediately adjacent to each installation aperture and the structural integrity of the property as a whole will not form the basis of our survey under clause 4.3.

5. YOUR RIGHTS TO MAKE CHANGES

If you wish to make a change to the product you have ordered please contact us. We will let you know if the change is possible. If it is possible we will let you know about any changes to the price of the product, the timing for delivery and installation or anything else which would be necessary as a result of your requested change and ask you to confirm whether you wish to go ahead with the change.

6. PROVIDING THE PRODUCTS

- 6.1 **Delivery and installation costs.** The costs of delivery and installation will be as set out in the Form.
- 6.2 **When we will provide the products.** We will provide you with the products as soon as reasonably possible and otherwise within the agreed time frame set out in the contract attached to these terms.
- 6.3 **We are not responsible for delays outside our control.** When ordering the products, we are reliant on the supply of essential materials from third parties. If our supply of the products is delayed by an event outside our control, including a failure on behalf of our third party suppliers, then we will contact you as soon as possible to let you know and we will take steps to minimise the effect of the delay. Provided we do this we will not be liable for delays caused by the event, but if there is a risk of substantial delay you may contact us to end the contract and receive a refund for any products you have paid for but not received.
- 6.4 **Collection by you.** If you have asked to collect the products from our premises, you can collect the products from us at any time during our working hours of 7:30am – 5:00pm on weekdays and 8:00am to 12:30pm on Saturdays.
- 6.5 **If you are not at home when the product is delivered.** If no one is available at your address to take delivery and the products cannot be posted through your letterbox, we will leave you a note informing you of how to rearrange delivery or collect the products from a local depot.
- 6.6 **If you do not re-arrange delivery.** If you do not collect the products from us as arranged or if, after a failed delivery to you, you do not re-arrange delivery or collect them from a delivery depot we will contact you for further instructions and may charge you for storage costs and any further delivery costs. If, despite our reasonable efforts, we are unable to contact you or re-arrange delivery or collection we may end the contract and clause 9.2 will apply.
- 6.7 **If you do not allow us access to install.** If you have asked us to install the products for you and you do not allow us access to your property as arranged (and you do not have a good reason for this) we may charge you additional

costs incurred by us as a result. If, despite our reasonable efforts, we are unable to contact you or re-arrange access to your property we may end the contract and clause 9.2 will apply.

6.8 Your legal rights if we deliver late. You have legal rights if we deliver any products late. If we miss the delivery deadline for any products then you may treat the contract as at an end straight away if any of the following apply:

6.8.1 we have refused to deliver the products;

6.8.2 delivery within the delivery deadline was essential (taking into account all the relevant circumstances); or

6.8.3 you told us in writing before we accepted your order that delivery within the delivery deadline was essential

6.9 Setting a new deadline for delivery. If you do not wish to treat the contract as at an end straight away, or do not have the right to do so under clause 6.8, you can give us a new deadline for delivery, which must be reasonable, and you can treat the contract as at an end if we do not meet the new deadline.

6.10 Ending the contract for late delivery. If you do choose to treat the contract as at an end for late delivery under clause 6.8 or clause 6.9, you can cancel your order for any of the products or reject products that have been delivered. If you wish, you can reject or cancel the order for some of those products (not all of them), unless splitting them up would significantly reduce their value. After that we will refund any sums you have paid to us for the cancelled products and their delivery. If the products have been delivered to you, you will have to return them to us or allow us to collect them, and we will pay the costs of this.

6.11 When you become responsible for the product. The products will be your responsibility from the time we deliver the product to the address you gave us or if you collect it from us.

6.12 When you own the products. You will only own the products once we have received payment in full, whether or not delivery and installation of the products has already taken place prior to this time. In the event that, following delivery and installation of the products and our reasonable attempts to obtain payment from you, you fail to make payment, we reserve the right to enter your premises and retrieve those in respect of which we have still not received payment.

7. THE RIGHT TO CHANGE YOUR MIND

7.1 What is the right to change my mind under The Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013? For "distance" and "off-premises" contracts for the purchase of goods, services and digital content, in the majority of cases consumers have a right to change their mind within 14 days of entering into a contract services and/or digital content contracts or, in the case of goods, 14 days after they have received the goods. These cancellation rights do not apply for "on-premises" contracts.

7.2 What are distance, off-premises and off premises contracts? The 2013 Regulations set out the following:

7.2.1 a distance contract is generally a contract concluded between a trader and a consumer without the simultaneous physical presence of the trader and the consumer, with the exclusive use of one or more means of distance communication up to and including the time at which the contract is concluded, a typical example being a contract negotiated and concluded by email;

7.2.2 an off-premises contract is generally a contract that is negotiated in the physical presence of a trader and a consumer, or where an offer is made in such presence, at a premises that is not the trader's premises, or where a contract is concluded at the trader's premises or via distance communication, immediately after the consumer was individually and personally addressed in a place which is not the trader's premises; and

7.2.3 an on-premises contract is a contract which is not a distance contract or an off-premises contract, an example being a contract that is negotiated and entered into at the business premises of the trader.

7.3 Does the right to cancel apply to my purchase of the products? In the vast majority of cases, once we have taken measurements from and conducted a survey at your property, as we will conduct and conclude negotiations at our business premises, we will be entering into an on-premises contract. Therefore, the right to change your mind will not apply to the contract. However, should you purchase the products via email or other form of distance communication, or should the contract be concluded at your address, then, providing that clause 8.4 does not apply,

the right to cancel will apply to your purchase of the products and you will have 14 days to change your mind from when the products have been received by you.

7.4 The right to cancel does not apply to bespoke or clearly personalised products. The right to change your mind does not apply to products that are made to your specifications or those that are clearly personalised. In this instance, the products will be manufactured and fitted based on the unique measurements taken during our initial meeting and the colour scheme, pattern and bespoke panelling designs that we agree. Therefore, where this applies the right to change your mind will not apply to those products that have been purchased by you.

7.5 Deductions from refunds if you are exercising your right to change your mind. Should you purchase a non-bespoke product from us, to which the right to change your mind will apply, we may make deductions from your refund.

7.5.1 We may reduce your refund of the price (excluding delivery costs) to reflect any reduction in the value of the products as a result of your use, including if this has been caused by your handling them in a way which would not be permitted in a shop. We refund you the price paid before we are able to inspect the goods and later discover you have handled them in an unacceptable way, you must pay us an appropriate amount.

7.5.2 The maximum refund for delivery costs will be the costs of delivery by the least expensive delivery method we offer.

7.5.3 Where the purchase of the products also includes our installation service, we may deduct from any refund an amount for the supply of the service for the period for which it was supplied, ending with the time when you told us you had changed your mind. The amount will be in proportion to what has been supplied, in comparison with the full coverage of the contract.

7.6 Returning products when you have changed your mind. Please see clause 9.4, which will apply in this case.

8. YOUR RIGHTS TO END THE CONTRACT

8.1 You can always end the contract for supply of a product before it has been delivered, installed and paid for. You may contact us to end your contract for a products at any time before we have delivered and installed them and you have paid for them, but in some circumstances we may charge you for doing this, as described below. Of course, you always have rights where a product is faulty or mis-described (see clause 10, "If there is a problem with the products").

8.2 What happens if you have good reason for ending the contract. If you are ending the contract for a reason set out at (a) to (e) below the contract will end immediately and we will refund you in full for any products which have not been provided or have not been provided properly and you may also be entitled to further compensation. The reasons are:

8.2.1 we have told you about an upcoming change to the product or these terms which you do not agree to (see clause 6.2);

8.2.2 we have told you about an error in the price or description of the product you have ordered and you do not wish to proceed;

8.2.3 there is a risk that supply of the products may be significantly delayed because of events outside our control;

8.2.4 you have a legal right to end the contract because of something we have done wrong (but see clause 6.10 in relation to your rights to end the contract if we deliver late.

8.3 What happens if you end the contract without a good reason. If you are not ending the contract for one of the reasons set out in clause 8.2, then the contract will end immediately and we will refund any sums paid by you for products not provided but we may deduct from that refund (or, if you have not made an advance payment) charge you reasonable compensation for the net costs we will incur as a result of your ending the contract, which shall include those costs that we have incurred when arranging for the products to be manufactured, delivered and installed under this contract.

8.4 **Returning products after ending the contract.** If you end the contract after products have been delivered to you, you must return them to us. If you are ending the contract because we have told you of an upcoming change to the product or these terms, an error in pricing or description, a delay in delivery due to events outside our control or because you are exercising your legal rights to end the contract because of something we have done wrong then we will pay the costs of return. In all other circumstances you must pay the costs of return.

9. OUR RIGHTS TO END THE CONTRACT

9.1 **We may end the contract if you break it.** We may end the contract for a product at any time by writing to you if:

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

9.1.2 you do not, within a reasonable time of us asking for it, provide us with information that is necessary for us to provide the products, for example, information relating to the composition of the products and your delivery requirements;

9.1.3 you do not, within a reasonable time, allow us to deliver the products to you and install them or collect them from us;

9.1.4 you (or any person that is associated with you) act in an aggressive manner towards any member of our staff or any person appointed under this contract to act on our behalf; or

9.1.5 you otherwise act unreasonably during our attempts to supply and/or install the products at your property, which shall include the making of unreasonable requests by you over and above our obligations set out in these terms or the Form.

9.2 **You must compensate us if you break the contract.** If we end the contract in the situations set out in clause 9.1 we will refund any money you have paid in advance for products we have not provided but we may deduct or charge you reasonable compensation for the net costs we will incur as a result of your breaking the contract which shall include those costs that we have incurred when arranging for the products to be manufactured, delivered and installed under this contract.

9.3 **We may withdraw the product.** We may write to you to let you know that we are going to stop providing the product. We will let you know at least 7 days in advance of our stopping the supply of the product and will refund any sums you have paid in advance for products which will not be provided.

10. IF THERE IS A PROBLEM WITH THE PRODUCT

10.1 **How to tell us about problems.** If you have any questions or complaints about the product, please contact us via the contact details on the contract enclosed with these terms.

10.2 **Summary of your legal rights.** We are under a legal duty to supply products that are in conformity with this contract. As a consumer, you have certain legal rights in relation to Products that are faulty or not as described. We are under a legal duty to supply Products that are in conformity with this contract, and the Consumer Rights Act 2015 says that the Products must be as described, fit for purpose and of a satisfactory quality. Where we also provide installation services, we are under a legal duty to ensure that the products are installed correctly.

10.3 **We will not be liable for minor imperfections on profiles.** We shall not be responsible for minor imperfections on any roofline material profiles that we supply (this includes, for example, any defect that is not apparent in normal daylight by the naked eye at a distance of 3 meters)

10.4 **General wear and tear.** Any defects arising from normal wear and tear, or accidental damage are excluded.

10.5 **Sealants and Mastic.** Discolouration and deterioration of mastic and sealants is guaranteed up to 2 years only.

10.6 **Your obligation to return rejected products.** If you wish to exercise your legal rights to reject products you must either return them in person to where you bought them, post them back to us or (if they are not suitable for posting) allow us to collect them from you. We will pay the costs of postage or collection.

10.7 Guarantees offered by us to you (these complement and do not restrict or attempt to reduce our liability to you under the Consumer Rights Act 2015 or otherwise). In addition to our legal duties set out in clause 11.2, where the manufacturer of the products has provided us with a guarantee as to their lifetime, durability, quality and freedom from inherent faults, we will also allow you to benefit from this guarantee. This will also apply to any guarantees that are provided to us by any subcontractors that we appoint to install the products at your property. However, should the manufacturer or subcontractor cease trading or otherwise fail to perform its obligations to us under the guarantee, then we will not be able to provide the guarantee to you. In such cases, we would still have a primary obligation to you under clause 11.2 and your legal remedies would not be affected as a result. When a manufacturer or subcontractor guarantee does apply to the products, we will state such on the Form.

11. PRICE AND PAYMENT

11.1 Where to find the price for the product. The price of the product and installation services (which includes VAT) will be the price set out in our quotation and as detailed on the contract enclosed with these terms. We take all reasonable care to ensure that the price of product advised to you is correct. However please see clause 11.3 for what happens if we discover an error in the price of the product you order.

11.2 We will pass on changes in the rate of VAT. If the rate of VAT changes between your order date and the date we supply the product, we will adjust the rate of VAT that you pay, unless you have already paid for the product (including delivery and installation costs) in full before the change in the rate of VAT takes effect.

11.3 What happens if we got the price wrong. It is always possible that, despite our best efforts, some of the products we sell may be incorrectly priced. We will normally check prices before accepting your order so that, where the product's correct price at your order date is less than our stated price at your order date, we will charge the lower amount. If the product's correct price at your order date is higher than the price stated, we will contact you for your instructions before we accept your order.

11.4 When you must pay and how you must pay. We accept payment via cheque, BACS, credit card or debit card. In some cases, following entering into the contract we will need to engage our suppliers in order for the products to be manufactured to your specifications, therefore we require that a deposit in the sum stated on the contract enclosed with these terms is paid, prior to the products being delivered to you. We will invoice you for the balance of the price of the products and services once the products have been delivered and the services have been performed.

11.5 We can charge interest if you pay late. If you do not make any payment to us by the due date we may charge interest to you on the overdue amount at the rate of 2% a year above the base lending rate of The Bank of England from time to time. 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.

11.6 What to do if you think an invoice is wrong. If you think an invoice is wrong please contact us promptly to let us know. You will not have to pay any interest until the dispute is resolved. Once the dispute is resolved we will charge you interest on correctly invoiced sums from the original due date.

12. OUR RESPONSIBILITY FOR LOSS OR DAMAGE SUFFERED BY YOU

12.1 We are responsible to you for foreseeable loss and damage caused by us. If we fail to comply with these terms, we are responsible for loss or damage you suffer that is a foreseeable result of our breaking this contract or our failing to properly install the products but, except as set out in clause 12.2 we are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if either it is obvious that it will happen or if, at the time the contract was made, both we and you knew it might happen, for example, if you discussed it with us during the sales process.

12.2 We do not exclude or limit in any way our liability to you where it would be unlawful to do so. This includes liability for death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors; for fraud or fraudulent misrepresentation; for breach of your legal rights in relation to the goods, as summarised at clause 10.2.

12.3 When we are liable for damage to your property or for damage that arises out of your misuse of the products. If we are installing the products or providing other services in your property, we will make good any damage to your property caused by us while doing so. However, we are not responsible for the cost of repairing any pre-existing faults or damage to your property that we discover while installing the products or for any damage to the products or your property that arises out of your negligent and/or reckless use (or misuse) of the products, including fair wear and tear following prolonged use. You will be responsible for the associated repair and replacement costs in such circumstances and this may affect any guarantee offered by us to you under clause 11.6.

12.4 **We are not liable for business losses.** We only supply the products for domestic and private use. If you use the products for any commercial, business or re-sale purpose we will have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.

13. HOW WE MAY USE YOUR PERSONAL INFORMATION

We will only use your personal information as set out in our Privacy Policy. A copy of our Privacy Policy can be found at our registered office.

14. OTHER IMPORTANT TERMS

14.1 **We may transfer this agreement to someone else.** We may transfer our rights and obligations under these terms to another organisation. We will always tell you in writing if this happens and we will ensure that the transfer will not affect your rights under the contract. If you are unhappy with the transfer you may contact us to end contract for supply of the product within 7 days of us telling you about it and we will refund you any payments you have made in advance for products not provided.

14.2 **You need our consent to transfer your rights to someone else (except that you can always transfer our guarantee).** You may only transfer your rights or your obligations under these terms to another person if we agree to this in writing.

14.3 **Nobody else has any rights under this contract (except someone you pass your guarantee on to).** This contract is between you and us. No other person shall have any rights to enforce any of its terms.

14.4 **If a court finds part of this contract illegal, the rest will continue in force.** 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.

14.5 **Even if we delay in enforcing this contract, we can still enforce it later.** If we do not insist immediately that you do anything you are required to do under these terms, or if we delay in taking steps against you in respect of your breaking this contract, that will not mean that you do not have to do those things and it will not prevent us taking steps against you at a later date. For example, if you miss a payment and we do not chase you but we continue to provide the products, we can still require you to make the payment at a later date.

14.6 **Which laws apply to this contract and where you may bring legal proceedings.** These terms are governed by English law and you can bring legal proceedings in respect of the products in the English courts. If you live in Scotland you can bring legal proceedings in respect of the products in either the Scottish or the English courts. If you live in Northern Ireland you can bring legal proceedings in respect of the products in either the Northern Irish or the English courts.

14.7 **Alternative dispute resolution.** Alternative dispute resolution is a process where an independent body considers the facts of a dispute and seeks to resolve it, without you having to go to court. If you are not happy with how we have handled any complaint, you may want to contact the alternative dispute resolution provider we use. Please contact us for information regarding this process if you would like to raise a further complaint.

Suppliers Guarantees

White Roofline & Cladding – 25 Years

Foiled Roofline & Cladding – 10 Years

Rainwater Profiles – 10 Years