

**MERAKI HALO CONTRACTS LTD
STANDARD TERMS AND CONDITIONS OF CONTRACT**

These Terms and Conditions explain your rights and responsibilities and also ours. Throughout the word “you” means the customer and “we”, “us” and “our” mean Meraki Halo Contracts Ltd.

1. Installation

We will deliver the goods referred to overleaf and carry out the work as specified on this and on any related continuation sheets. Our policy is one of the continuous improvements of its products. We therefore reserve the right to incorporate modifications of minor or technical nature in the products to be installed.

2. Payment

You have paid the deposit shown overleaf. You agree to pay the balance of the purchase price by cash or bankers draft on or prior to the confirmed installation date. Any sum outstanding following installation will be subject to late payment charge of 5% of the agreement value for the first month or part thereof and thereafter to interest at the rate of 2.5% above the Base Lending Rate for the time being fixed by Barclays Bank PLC. If with your agreement the products are not installed at the same time the units which have been installed will be invoiced and payment becomes due. If following installation, you consider there are minor defects you are asked to notify any or shortcoming or complaints to our Customer Services Department 01382792061 immediately so that they can be remedied for you. Claims may be reduced or rejected if we have not been given an opportunity to put matters right.

3. Access

You agree to provide reasonable access to enable installation to be completed as soon as possible after you have been advised that the goods are ready. If within six weeks of such advice an appointment of installation has not been made 75% of the purchase price will be due and payable. Installation will then be made on a mutually convenient date and the balance of the contract price will then become due. In the event of dispute after installation both parties agree that a detailed inspection by our engineers may be carried out at a mutually convenient time and date.

4. Delivery Time

The Installation Target Date quoted on the attached continuation sheets is that anticipated at the date of the agreement. This is an estimate and not a term of the agreement. Where any consents or permissions are required, as in clause 12 below, the Installation Target Date shall be deemed to commence on the first day following the receipt by us of written confirmation that the necessary consents or permissions have been granted. If any part of your order has not been installed by the Installation Target Date you may serve written notice to us by recorded delivery post requiring the work to be completed within 6 weeks. Subject to clause 11, any part of your order that is not installed within these 6 weeks may be cancelled without penalty if you then served written notice on us to that effect and you will be reimbursed the deposit paid for the uninstalled part of your order.

5. Guarantees

The guarantees are given in addition to your statutory rights: Save as specified in this Clause 6 we guarantee to repair or, where it is reasonable to do so, replace free of charge any unit supplied by us which develops a fault due to defective materials or construction provided written notice is given within the guarantee period of TEN YEARS from date of installation. This does not apply to minor imperfections in the glass within visual standards as laid down by the Glass and Glazing Federation (GGF) and does not apply to appliances supplied and fitted by us which we did not manufacture, such as mechanical or electrical ventilators which will be guaranteed by us for a period equivalent to the periods of guarantee provided by the manufacturer. This does not affect your statutory rights. No guarantee is given concerning the prevention or reduction of condensation (except between the glasses of sealed units) nor does our guarantee extend to damage or faults due to accident or

misuse. In accordance with the GGF Code of Ethical Practice the guarantee is transferable should you dispose of your property during the life of the guarantee. In such cases the guarantee will only be transferred subject to a site inspection by one of our engineers to ascertain whether the installation has been properly maintained by you. We reserve the right to charge an inspection fee of £100 + VAT. During the term of the guarantee period a call out charge of £75 + VAT is applicable. Subject to a subsequent inspection and validation, all genuine requests will result in this charge being refundable. For further details please contact our Customer Service Department.

6. Surveyors Report

One of our trained surveyors will be assigned to your contract. The surveyor will contact you as soon as is reasonably practical after your contract is confirmed to make a convenient appointment to carry out a site inspection. You will be offered an appointment within 3 weeks. They will start by checking the full specification to ensure accuracy and feasibility and will also check your personal requirements. If the surveyor reports that there are problems relating, for example, to the structure, dimensions or access to the property, then without obligation on your part, we may quote a price for the additional work. If you decline to accept the revised quotation, then we may cancel the agreement by sending you a written notice to that effect and your deposit will be returned. Alternatively, if the surveyor reports that there is significant technical problems which make the manufacture or satisfactory installation of the units materially more difficult than initially anticipated, then we reserve the right to cancel the agreement by sending you written notice to that effect and your deposit will be returned. In the event that the contract is cancelled in accordance with this clause, then written reasons will be provided to you but cancellation will be without further liability attaching to either party.

7. Installation site

The technical survey which we will carry out is not a full structural survey of your property and will only deal with items which are reasonably ascertainable from an external examination of the installation site. The contract price is therefore calculated on the basis that your property is structurally sound and there are no factors not reasonable ascertainable from an external examination of the installation site which would make completion of the right to charge an additional fee to carry out the additional work required (although of necessity this would be subject to your approval and written confirmation).

8. Removal of existing doors and windows

8.1 Existing doors, windows and frames which it is necessary to remove will be cleared from site unless you have asked our surveyor to arrange for them to be left and this is noted on the form you will be asked to sign at the time of technical survey. We do not guarantee that we can remove them so that they can be used elsewhere but our installers will attempt to do so if the surveyor is asked.

8.2 We will take all reasonable care to carry out the work comprised within the contract without causing damage to the customers premises but will not accept liability for making good or matching any interior or external finishes. The contract price does not include the repair or replacement of any wood or any brickwork found to be defective during the course of the carrying out of work unless already included in the contract. Such additional works as are necessary will be settled in cash by the customer direct to the installer. All properties decorated in pebbledash spar or other decorative finishes will be refinished as necessary in a smooth sand and cement render.

9. Health & Safety – Asbestos

The price overleaf does not include any environmental charges. If following the survey and after laboratory analysis, asbestos is found to be present (either A/C or AIB) then, we reserve the right to pass on the addition cost of removing and disposing of such material to you at which time we will submit an "asbestos removal" invoice. The work will be carried out by a licenced asbestos contractor. If you decline to accept the service offered then you have the responsibility to have the asbestos removed by a licenced asbestos contractor prior to our being able to proceed with your contract. The locating of asbestos does not rescind the contract between the two parties. Certain varieties of asbestos are considered hazardous to health and may contravene Health & Safety Regulations.

Should it become apparent that the asbestos to be removed from your property prior to installation follows into a hazardous to health category then we reserve the right to cancel this contract.

10. Additional Work

Unless otherwise stated on the face of this agreement you will be responsible for the removal and replacement (and alteration if required) of curtains, blinds and pelmets, the lifting and refitting of carpets. The repositioning of telephone or burglar alarm fittings and any other electrical connections, aerials, gas installations, flues and boilers to enable the good to be installed. Please note that damage to internal decorations is a possibility and may be anticipated in this type of installation and unfortunately we cannot be held responsible unless the loss was as a proven direct result of our negligence.

11. Events outwith our control

11.1 We shall not be liable for any delay or failure to perform any of our obligations under this agreement if delay or failure results from events or matters beyond our reasonable control, including but not limited to, acts of God, fire, lightning, explosion, war, disorder, accidents, flood, industrial dispute (whether or not involving its employees), failures or interruptions of electricity supplies, weather of exceptional severity, pandemics or epidemics, acts or omissions of local or central government or other authorities, the acts or omissions of any internet service provider, or the delay or failure in manufacture, production or supply by third parties of equipment or services, and we shall be entitled to a reasonable extension of our obligations after notifying the you of the nature and extent of such events.

11.2 In the event of suspension variation or cancellation for any of the foregoing reasons or for any other reason beyond our control, we shall be entitled to be paid that part of the purchase price for the services completed up until the time at which any such suspension, variation or cancellation occurs.

12. Planning Consents

Our personnel are not able to advise on whether any consents are necessary. It shall be entirely your responsibility to identify the needs for any necessary planning permissions, building regulations consents, building warrants or similar consents or approvals and to obtain those. We shall not be obliged to perform this agreement until we have received confirmation satisfactory to us that all such consents and approvals have been obtained. If at your request we agree to carry out any part of this agreement before all such consents and approvals have been obtained, we shall do so entirely at your risk and responsibility in so far as concerns such consents and approvals and you will be responsible for and we will be able to claim from you any costs or losses we reasonable incur as a result of so doing. You will be and remain responsible for the payment of all fees and charges incurred in connection with the obtaining of such permission or consents whether or not successfully obtained.

13. General

These Terms and Conditions together with any related continuation sheets set out the entire understanding of the parties with respect to their subject matter and replace any prior agreements or understandings or representations (unless fraudulent), whether written or oral. We recommend that any representation of promise made before or at the time you sign this agreement that is not included on this document or any related continuation sheets is added in writing on the face of the agreement and signed by you and our agent. Any drawings, diagrams, brochures or website information does not form part of our contract unless otherwise confirmed by us in writing.

14. Status Check

We reserve the right to make credit and other similar enquires in respect of our customers before installation takes place and may reveal the results of those enquiries, searches and references to other credit reference agencies. If these enquiries reasonably lead us to believe that there is a significant risk of payment not being made then we reserve the right to ask you to make payment of the full contract price before manufacturing takes place and before any works are carried out. Should

we request you to make such payments then we will on request supply you with a copy of the information on which we have relied. If you decline to make a payment then we may cancel your contract. Your deposit will be returned in full but we will have no further liability.

15. Guttering

Our guttering systems are maintenance free for the guaranteed period. However gutters do require a periodic clean out to remove leaves and other natural debris. Such work will be chargeable to the customer if this is the sole reason for a maintenance call.

16. Client's right to terminate

16.1 You are entitled to terminate this Agreement within 14 days without any penalty. Up to this point the terms of the Agreement will not operate.

16.2 Should you wish to terminate the Agreement after 14 days but prior to Completion, we shall be entitled to payment for all work carried out and costs incurred up to the date of termination including any surveying costs.

17. Code of Ethical Practice

Whilst not members, we support GGF Code of Ethical Practice as promoted by the Glass and Glazing Federation (GGF) and undertake to work within the guidelines of this and any other GGF Code of Practice.

18. Jurisdiction

Any contract subject to these Terms and Conditions shall be governed by and construed in accordance with the laws of Scotland the courts of which shall have non-exclusive jurisdiction.