

## Terms and conditions – JMP Group Limited

### Our contract with you

Please find set out below the terms and conditions (**Terms**) upon which JMP Group Limited (**we/us/our**) supplies, installs and constructs its products. Please read these Terms carefully and ensure you understand the same. They tell you who we are, how we will supply product to you, how you and we may make changes or end the contract, what to do if there is a problem and other important information. If there are any terms you don't understand, please do not hesitate to contact us and we will provide clarification.

#### 1. About us

- 1.1. We are a limited company, registered in England and Wales under company number 09669242 and have our registered office and trading address at Unit 4 Junction Industrial Estate, Pontyclun CF72 9ES. Our trading names are Vale Glazing, Valuefold and South Wales Orangeries. Our VAT number is 216579685
- 1.2. You can contact us by telephoning us on 01443 504004 or by e-mailing us at [enquiries@valeglazing.co.uk](mailto:enquiries@valeglazing.co.uk).
- 1.3. If you wish to contact us in writing, or if any clause in these Terms requires you to give us notice in writing, you can send this to us by e-mail, by hand, or by pre-paid post to the trading address set out above. 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 e-mail, by hand, or by pre-paid post to the address you initially provide to us.

#### 2. Our contract with you

- 2.1. On receipt of your enquiry for our products we will provide you with a written quotation setting out the product you require (**Product**), our price and any other information we deem necessary (**Quotation**).
- 2.2. Before providing our Quotation, it may be necessary for us to attend the premises at which the Product will be installed or constructed in order to take measurements or survey the premises to ensure they are suitable for the Product or to determine the extent of the work required in order to install or construct your chosen Product.
- 2.3. Our Quotation is valid for 14 days from date of issue.  
It is important that you consider the Quotation carefully as the product will be supplied in accordance with the Quotation.

- 2.4. Upon acceptance of our Quotation (your **Order**), we will email you to confirm acceptance of your Order (**Confirmation of Order**) at which point a contract will come into existence between you and us.
- 2.5. In these Terms where we refer to **Works**, we are referring to the installation and/or construction services required to install or construct the Product.

### **3. Our Product and the Works**

- 3.1. We will supply the Product and carry out the Works in accordance with your Order.
- 3.2. All Products may vary slightly from their pictures. The images of the Product in our brochures and on our website are for illustrative purposes only. Although we have made every effort to ensure the colours and accessories are accurately represented there may be minor variations and we cannot guarantee that a device's display of the colours accurately reflects the colour of the Product.
- 3.3. Save to the extent provided for in clause 4.2, the Product will conform to its description, be of satisfactory quality and fit for purpose.
- 3.4. The Product will be installed at the property stated in the Quotation (**Property**).
- 3.5. The Works will be carried out using reasonable skill and care.
- 3.6. We reserve the right to make any changes to the Product and/or Works which are necessary to comply with applicable laws, to implement any technical adjustments or improvements or which do not materially affect the nature or quality of the Product and/or Works and we will endeavour to notify you of such changes.
- 3.7. Once we have notification from the manufacturer that the Product has been manufactured, we will contact you to agree a date on which the Works will be carried out (**Installation Date**).
- 3.8. We will use all reasonable endeavours to meet any agreed Installation date but such dates are estimates only and time shall not be of the essence.
- 3.9. The Product will become your responsibility from the time we deliver the same to the Property. You will not however own the Product until such time as payment of our Price has been made in full.
- 3.10. During the process of carrying out the Works, additional works may be required whether due to a pre-existing condition or otherwise. If additional works are required to be carried out we will use all reasonable endeavours to advise you of the additional works required, any additional costs (including any increase in our Price) and the impact upon any agreed timescales. Save where such additional works are required as a matter of urgency, we will

not undertake any additional works without your consent. For the purpose of this clause 4.10 works would be deemed urgently required if failing to undertake such works immediately would cause substantial damage to your property or any adjoining land or buildings or a substantial health and safety risk.

#### **4. Your obligations**

- 4.1. We will need from you certain information that is necessary for us to supply the Product and carry out the Works. Any information requested should be complete and accurate and should be provided within the timescales requested.
- 4.2. If we are making the Product to measurements you have given us you are responsible for ensuring that these measurements are correct.
- 4.3. If we provide measurements for the product to enable your contractor to prepare the property for installation of the product, you are responsible for ensuring your contractor adheres to such measurements so we may install the product on the Installation Date.
- 4.4. Unless we have agreed to obtain the same on your behalf, you will be responsible for obtaining all necessary approvals, licences, consents or permissions (including but not limited to planning permission) to enable us to carry out the Works and you will comply at all times with such approvals, licences, consents or permissions.
- 4.5. You will cooperate with us in all matters relating to the supply of the Product and Works.
- 4.6. You will comply with our reasonable instructions in respect of the Property whilst we are carrying out the Works, including but not limited to any health and safety requirements.
- 4.7. You must allow us access to the property to enable us to deliver the product and perform the works and ensure such access is clear of obstruction at all times.
- 4.8. Once the product has been delivered to the property, pending commencement and during the works, you will store the product safely and securely.
- 4.9. You are responsible for taking down all curtains, blinds and shutters and moving all furniture and other items which are located in those areas of the property we will need to access to carry out the works.
- 4.10. You must ensure all door bells, alarms phone and other cables are disconnected and removed from the location in which the product will be installed. You are responsible for arranging the reconnection of such door bells, alarm, phone and other cables once the works are completed by a suitably qualified contractor/engineer. The reconnections of such matters are not included within the scope of the Works.
- 4.11. You will provide us access to:-

- 4.11.1. water;
  - 4.11.2. electricity;
  - 4.11.3. storage facilities; and
  - 4.11.4. such other facilities as we may reasonably require to enable us to carry out the works.
- 4.12. If there are any works required to be carried out on the property prior to the carrying out of the works, you will ensure they are completed prior to the Installation date to enable us to commence the works on the installation Date.
- 4.13. You will not ask our employees or subcontractors to carry out any works other than the works. Should you fail to comply with this clause we will not be liable for the work carried out by the employee or subcontractor. Such works will be deemed performed under a personal contract entered into between you and the employee or sub-contractor.
- 4.14. If our ability to perform our obligations under the contract is prevented or delayed due to a failure on your part to perform your obligations set out in these Terms (**Your Default**):-
- 4.14.1. We may suspend performance of the supply of the Product and/or the Works until such time as your default has been remedied;
  - 4.14.2. We shall not be responsible for any delays or for any costs or losses you incur arising out of our inability to perform our obligations;
  - 4.14.3. You may be charged additional charges to cover any extra work or costs we incur as a consequence of your default.

## **5. Price and Payment**

- 5.1. The price for supplying the product and carrying out the works and our payment terms are set out in the quotation and confirmed in our confirmation of order (**Price**);
- 5.2. If no payment terms are set out in our quotation and/or confirmation of order, payment in full must be made 2 working days prior to commencement of the works.
- 5.3. If you are a business customer you must pay all amounts due to us without any set off, counterclaim, deduction or withholding (other than any deductions or withholding of tax as required by law).
- 5.4. If you are a consumer and seek to exercise any right to withhold any sum due to us as a consequence of any defect in the product and/or the Works, any sum withheld by you pending resolution of the matter between you and us, should be reflective of the value of the specific defect only.

5.5. If you do not make any payment due to us by the due date for payment we may (without affecting any of our other rights and remedies):-

5.5.1. Suspend the supply of the product and the works with immediate effect until you have paid us the outstanding amount; and/or

5.5.2. Charge interest to you on the overdue amount at the rate of 3% a year above the base rate of Barclays Bank Plc from time to time. This interest shall accrue on a daily basis from the due date until the actual payment of the overdue amount, whether before or after judgement. You must pay us interest together with any overdue amount.

## **6. Changes to the Works**

6.1. If you require a change to the product or the works, please provide us with details of the requested change in writing. We will use all reasonable endeavours to accommodate your change. Upon receipt of your request, we will advise you of any impact of the proposed changes upon any agreed timescales, any necessary variations to our Price and any other impact upon these Terms. No change will be implemented until such time as you and we have agreed the necessary changes to the Works and any additional price payable.

## **7. Intellectual Property Rights**

7.1. All patents, rights to invention, copyright, design rights or any other intellectual property rights in or arising out of the supply of the product and the works by us shall belong to us including but not limited in any drawings, plans or structural calculations.

7.2. Where you require us in carrying out the Works to use any third party intellectual rights (e.g. drawings), you will be responsible for obtaining any licence or consents required to enable us to use such intellectual property rights. You will reimburse us any damages, losses, costs or expenses if our use of such intellectual property rights in accordance with these Terms is deemed to breach the rights of any third party.

## **8. Our liability**

8.1. We will make good any damage to your property caused by us in the course of carrying out the works. However, we are not responsible for the cost of repairing any pre-existing faults or damage to your property that we discover in the course of carrying out the Works. Due to nature of the Works some damage may occur to decorative finishes i.e. tiling, wallpaper,

paintwork or plaster in the area in which the Works are being carried out. We are not responsible for making good such decorative finishes on completion of the Works.

- 8.2. We will upon request provide you with written confirmation of any guarantee offered with the Product. Any warranty is conditional upon payment being made in full. If during the term of any guarantee, a defect in the Product or the Works occurs due to our faulty workmanship or materials, we will put right the defect at no cost to you. We will not however be responsible for any defect which:-
  - 8.2.1. Is caused by any fault on the Property which existed prior to commencement of the Works;
  - 8.2.2. Is caused by fair wear and tear, improper use, neglect, accident or vandalism;
  - 8.2.3. Is caused by you or any third party after completion of the Works;
  - 8.2.4. Is caused by any failure on your part to comply with our reasonable instructions;
  - 8.2.5. Arises as a consequence of you failing to follow our advice regarding the suitability of any material or goods or a particular part of the Works.
- 8.3. All glass supplied will be of satisfactory quality, but we are not liable for any minor marks or imperfections that are not guaranteed in the manufacturing process. Toughened glass in particular is vulnerable to such imperfections due to the manufacturing process.
- 8.4. We cannot guarantee that condensation you may have encountered prior to installation of the product will be reduced or eliminated by the installation of the product and do not accept liability for any condensation experienced after completion of the works.
- 8.5. We do not warrant that sound pollution will be reduced or eliminated following completion of the works.
- 8.6. Any guarantee is subject to you providing us with a reasonable opportunity to inspect the product/works and being given the opportunity to rectify the defect. Your guarantee will be negated if you try to fix the defect yourself or engage a third party to do so without our consent.
- 8.7. If for any reason we are unable to remedy a defect for which we are responsible under these Terms we will notify you and will refund you some of the Price you have paid for the works.
- 8.8. If we fail to comply with these Terms, we are responsible for loss or damage you suffer that is a foreseeable result of our breach of the Terms or our negligence, but we are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if they were an obvious consequence of our breach or if they were contemplated by you and us at the time we entered into this contract.
- 8.9. We do not exclude or limit in any way our liability for:

- 8.9.1. Death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors;
- 8.9.2. Fraud or fraudulent misrepresentation;
- 8.9.3. Breach of the terms implied by section 12 of the Sale of Goods Act 1979 and by section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession);
- 8.9.4. 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); and
- 8.9.5. Defective Product under the Consumer Protection Act 1987;
- 8.9.6. In any other circumstances where it would be unlawful for us to exclude or limit our liability.

## **9. Your Cancellation Rights**

- 9.1. You may cancel this contract within the period of 14 days from the date you accept our Quotation (**Cancellation Period**).
- 9.2. Unless you instruct us to the contrary we will not order the product during the cancellation Period.
- 9.3. You will lose the right to cancel the contract if we complete the works within the cancellation period.
- 9.4. You will not lose the right to cancel if we order the product or order the product and commence the works during the cancellation period. If you choose to cancel during the cancellation period we will refund you any sums paid by you for the product and works not provided but we may deduct from that refund (or if payment has not been made in advance, charge you) reasonable costs (including but not limited to any cost of product or labour charges) we will incur as a consequence your ending the contract.
- 9.5. If after the cancellation period you wish to end the contract before it is completed other than in circumstances set out in clause 10.6, please let us know. The contract will end immediately and we will refund you any sums paid by you for the product and works not provided but we may deduct from that refund (or if payment has not been made in advance, charge you) reasonable costs (including but not limited to any cost of product or labour charges) we will incur as a consequence your ending the contract.
- 9.6. You may cancel this contract at any time with immediate effect by giving us written notice if we fail to comply with our obligations under this contract in any material way and we do not correct or fix the situation within 28 days of you asking us to in writing. If you end the

contract in these circumstances, we will refund you for the product or works not supplied or carried out and you may also be entitled to claim for any losses or damages you directly incur as a consequence of our non-compliance.

## **10. Our Right to Cancel**

- 10.1. We may have to cancel this contract at any time, due to an event outside our control or the unavailability of key contractors or key materials without which we cannot supply the product or carry out the works. We will promptly contact you if this happens.
- 10.2. If we have to cancel the contract under clause 10.1 and you have made any payment in advance for the Product or the Works that have not been provided to you, we will refund these amounts to you.
- 10.3. We may cancel this contract at any time with immediate effect by giving you written notice if:
  - 10.3.1. You do not pay us when payment is due and you fail to make payment within 4 days of us asking reminding you that payment is due. This does not affect Our right to charge you interest under clause 6.3.2; or
  - 10.3.2. You fail to comply with these Terms in any other material way and you do not correct or fix the situation within 7 days of us asking you to in writing.
  - 10.3.3. You being an individual, become bankrupt or make any arrangement with your creditors or are otherwise unable to pay your debts when they fall due or if you are a company, are subject to a winding up order, are placed into liquidation or administration or you make any arrangement with your creditors or are otherwise unable to pay your debts when they fall due.
- 10.4. If we end the contract in accordance with clause 11.3 we will refund any money paid in advance for Product or works not supplied but we may deduct or charge you reasonable compensation for all costs we incur as a result of you failing to comply with your obligations and our ending the contract.

## **11. Effect of Cancellation**

- 11.1. Cancellation of this contract shall be without prejudice to any rights or liabilities which have accrued at the date of termination.

## **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 planning restriction, archaeological find, legislative changes, 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, adverse weather conditions, flood, earthquake, subsidence, epidemic or other natural disaster, or failure of public or private telecommunications networks.
- 12.3. If an event outside our control takes place that affects the performance of our obligations under these Terms:
  - 12.3.1. We will contact you as soon as reasonably possible to notify you; and
  - 12.3.2. 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. We will restart the works as soon as reasonably possible after the event outside our control is over.

### **13. If you have a problem with the Product or Works**

- 13.1. We are committed to providing a high quality of service. If you are unhappy about any aspect of the Product or Works please contact us. We don't have an official complaints procedure however any complaint will be handled promptly, efficiently and fairly.
- 13.2. Nothing in these terms will affect your legal rights. If you are a consumer you are entitled to certain key legal rights. These are subject to certain exceptions. For detailed information please visit the Citizens Advice website [www.adviceguide.org.uk](http://www.adviceguide.org.uk) or call 03454 04 05 06.

### **14. Other important terms**

- 14.1. We may transfer or subcontract our rights and obligations under these terms to another person or organisation, but this will not affect your rights or our obligations under these terms.
- 14.2. Save as permitted under these terms, no variation to these terms shall be valid unless agreed in writing by us.
- 14.3. You may only transfer your rights or your obligations under these terms to another person if we agree in writing.

- 14.4. This agreement is between you and us. No other person shall have any rights to enforce any of its terms, whether under the Contracts (Rights of Third Parties Act) 1999 or otherwise.
- 14.5. Each of the paragraphs of these Terms operates separately. If any court or relevant authority decides that any of them are unlawful or unenforceable, the remaining paragraphs will remain in full force and effect.
- 14.6. 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.
- 14.7. If you are a business customer these terms constitute the entire agreement between us. You acknowledge that you have not relied on any statement, promise, representation, assurance or warranty made or given by us or on our behalf which is not set out in these Terms.
- 14.8. This contract is governed by English and Welsh law, you and we both agree that the courts of England and Wales will have exclusive jurisdiction.