

Morgans Windows Doors and Conservatories

Terms and Conditions

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Please read the following important terms and conditions before you buy anything from us and check that they contain everything you want and nothing that you are not willing to agree to.

In this contract:

- ‘we’, ‘us’ or ‘our’ means Morgans Windows Doors and Conservatories of Morgans, Mile End Industrial Estate, Oswestry, Shropshire, SY10 8NN; and
- ‘you’ or ‘your’ means the person buying goods and/or services from us.

If you have any questions about this contract or any orders you have placed, please speak with our representative or contact us by:

- sending an email to wcdsales@morgansltd.com; or
- calling us on 01691 674088 (Monday to Friday: 9 am to 5pm). If you have a hearing or speech impediment then we will make arrangements to see you face to face when you need assistance.

1 Introduction

- 1.1 If you buy goods and services from us you agree to be legally bound by this contract.
- 1.2 These terms and conditions apply only if you are buying goods and services from us as a business (i.e. for purposes of your business, craft or profession). If you are buying services from us personally as a consumer, our consumer terms and conditions apply to such purchases. For a copy of such terms, please speak to our representative.
- 1.3 When buying any goods and services from us you also agree to be legally bound by:
 - 1.3.1 extra terms which may add to, or replace some of, this contract. This may happen for reasons relating to additional or extra items of work not discussed as part of the initial instruction or in the event the legal or regulatory requirements change giving rise to additional or different terms. We will contact you to let you know if we intend to do this by giving you one month’s notice; and
 - 1.3.2 specific terms which apply to certain goods and services. If you want to see these specific terms, please speak with our representative who will tell you when specific terms apply.

All of the above documents form part of this contract as though set out in full here.

2 Your privacy and personal information

- 2.1 Our **Privacy Policy** is attached to this contract.
- 2.2 Your privacy and personal information are important to us. Any personal information that you provide to us will be dealt with in line with our Privacy Policy, which explains what personal information we collect from you, how and why we collect, store, use and share such information, your rights in relation to your personal information and how to contact us and

supervisory authorities if you have a query or complaint about the use of your personal information.

3 Ordering goods and services from us

- 3.1 Below, we set out how a legally binding contract between you and us is made.
- 3.2 Any estimate or quotation given by us before you make an order for goods and services is not a binding offer by us to supply such goods and services.
- 3.3 When you decide to place an order for goods and services with us, this is when you offer to buy such goods and services from us.
- 3.4 When you place your order with our representative, they will acknowledge it by email or by telephone call. This acknowledgement does not, however, mean that your order has been accepted by us.
- 3.5 We may contact you to say that we do not accept your order. This is typically for the following reasons:
- 3.5.1 we cannot carry out the supply of goods and services (for example, because we have a shortage of staff);
 - 3.5.2 we cannot authorise your payment;
 - 3.5.3 the goods are unavailable;
 - 3.5.4 there has been a mistake on the pricing or description of the goods and services.
- 3.6 We will only accept your order when our representative contacts you by email to confirm this (**Confirmation Email**). At this point:
- 3.6.1 a legally binding contract will be in place between you and us; and
 - 3.6.2 we will start to carry out the supply of goods and services in the way you and we have agreed.
- 3.7 If you are under the age of 18 you may not buy any goods and services from us.

4 Carrying out of the supply of goods and services

- 4.1 We will carry out the supply of goods and services by the time or within the period which you and we agree (either with our representative or in writing). If you and we have agreed no time or period, we will carry out the supply of goods and services within a reasonable time.
- 4.2 Our carrying out of the supply of goods and services might be affected by events beyond our reasonable control. If so, there might be a delay before we can start or restart the supply of goods and services, having made reasonable efforts to limit the effect of any of those events and having kept you informed of the circumstances, but we will try to start or restart the supply of goods and services as soon as those events have been fixed. Examples of events which might be beyond our reasonable control include:

- 4.2.1 you change the goods and services (and this means we have to do extra work or wait for extra materials);
 - 4.2.2 we have to wait for your other providers to complete their work before we are able to carry out the supply of goods and services;
 - 4.2.3 materials are not delivered at the time agreed with the supplier of the materials (and we cannot obtain a replacement within a reasonable time or the price charged by a supplier is much higher than the original charge);
 - 4.2.4 we cannot access the site (including with support vehicles and with the necessary equipment) on a reasonable and safe basis at the times we agreed with you;
 - 4.2.5 you have not prepared the site in the way we agreed with you; or
 - 4.2.6 poor weather conditions.
- 4.3 When we carry out the supply of goods and services, we might not have all of the materials we need. This might be for a number of reasons, such as:
- 4.3.1 we have not provided an estimate to you and cannot work out what materials are necessary until we start carrying out the supply of goods and services;
 - 4.3.2 where we have provided an estimate, it might not have been possible to work out what materials we needed at the time we provided the estimate to you and this might only be revealed when we start carrying out the supply of goods and services; or
 - 4.3.3 whether or not we have provided an estimate, the condition of an item or the area where the supply of goods and services are being carried out might become apparent only when we start carrying out the supply of goods and services and it might not have been possible to establish it until that point.
- 4.4 Unless you and we agree otherwise, if we cannot deliver and install your goods within a reasonable time frame of the date we accepted your order we may cancel your order and provide you with a refund.
- 4.5 If we need to purchase extra materials, we will buy them from a local supplier, where possible. If we cannot do this:
- 4.5.1 we will order them from elsewhere and return later to continue to carry out the supply of goods and services;
 - 4.5.2 we may charge you for any travel time at our standard scale of charges in force at the time of your order. We will let you know if we intend to do this;
- 4.6 We may utilise sub-contractors to undertake part of or all of the work which we have contracted to do for you. We will be responsible for their quality of work and payments to them.
- 4.7 You are responsible for the goods once they have been delivered to the address specified by you when you placed your order with us. In other words, the risk in the goods passes to you

when you take, or a third party notified by you takes, possession of the goods. This includes any period after delivery but prior to installation and/or payment.

- 4.8 Title to the Goods will pass to you once we have received payment in full for all debts owed by you to us (including payment for the goods) at any given time. Until title to the goods has passed to the us, you will:
- 4.8.1 hold the goods as bailee for us;
 - 4.8.2 prior to installation, store the goods separately from all other materials;
 - 4.8.3 take all reasonable care of the goods and keep them in reasonable condition;
 - 4.8.4 insure the goods: (i) with a reputable insurer (ii) from the date of delivery (iii) against all risks (iv) for an amount at least equal to the Price (v) noting the Seller's interest on the policy;
 - 4.8.5 ensure that the goods are clearly identifiable as belonging to the us;
 - 4.8.6 not remove or alter any mark on or packaging of the goods; and
 - 4.8.7 inform us as soon as possible if you become subject to any bankruptcy, insolvency or any arrangement with creditors or similar event.
- 4.9 If, at any time before title to the goods has passed to the you, you inform us that you have become subject to any bankruptcy, insolvency or any arrangement with creditors or similar event, or we reasonably believe, that you have or are likely to become subject to any of the events specified in this clause and the goods remain in your possession or control, we may (without limiting any of our other rights and remedies) enter any premises where the goods are stored and repossess them including removing windows, doors and conservatories from buildings and we shall not be responsible for any loss which you may suffer as a result of the repossession of the goods including but not limited to buildings/premises being exposed to the elements or being left unsecure.

5 Charges and payment

- 5.1 We will let you know the basis of calculating the charges for the goods and services (and any extra charges such as delivery charges) to the fullest extent we can when you place an order with us.
- 5.2 We accept cash and credit cards, online bank transfers, cheques and debit cards.
- 5.3 All payments by credit card or debit card need to be authorised by the relevant card issuer.
- 5.4 If your payment is not received by us within 14 days of the date of your receipt of our invoice, we may charge interest on any balance outstanding at the rate of 8 percentage points per year above the Bank of England base rate. We will usually agree with you terms of payment but in

the absence of any specific agreement you will make full payment prior to the provision of goods and services.

5.5 All prices are in pounds sterling (£)(GBP) and include VAT at the applicable rate.

6 Nature of the goods and services

6.1 While we try to make sure that all weights, sizes, colours, finish and measurements set out by us are as accurate as possible, there may be a small tolerance in such weights, sizes, colours, finish and measurements in the window, doors and conservatories.

6.2 If we can't supply certain goods we may need to substitute them with alternative goods of equal or better standard and value. In this case we will let you know if we intend to do this but this may not always be possible. You can refuse to accept such substitutes, in which case we will offer you a refund or a replacement.

7 Faulty goods and services

7.1 If the goods and services we have provided to you are faulty, please contact us using the contact details at the top of this contract.

8 End of the contract

If this contract is ended it will not affect our right to receive any money which you owe to us under this contract.

9 Limitation on our liability

9.1 Except for any legal responsibility that we cannot exclude in law (such as for death or personal injury) or arising under applicable laws relating to the protection of your personal information, we are not legally responsible for any sum in excess of the price applicable to the order with us to which the claim relates and we shall not be responsible for:

9.1.1 losses that were not foreseeable to you and us when the contract was formed;

9.1.2 losses that were not caused by any breach on our part;

9.1.3 losses arising from damage to goods and services after delivery and installation;

9.1.4 business losses;

10 Third party rights

No one other than a party to this contract has any right to enforce any term of this contract.

11 Disputes

- 11.1 We will try to resolve any disputes with you quickly and efficiently. If you are unhappy with the goods and services we have provided or any other matter, please contact us as soon as possible using the contact details set out at the top of this contract.
- 11.2 If a dispute cannot be resolved in accordance with our complaint handling policy or you are unhappy with the outcome, you may want to use alternative dispute resolution (**ADR**). ADR is a process for resolving disputes between you and us that does not involve going to court.
- 11.3 The laws of England and Wales apply to this contract, although if you are resident elsewhere you will retain the benefit of any mandatory protections given to you by the laws of that country.
- 11.4 Any disputes will be subject to the non-exclusive jurisdiction of the courts of England and Wales. This means that you can choose whether to bring a claim in the courts of England and Wales or in the courts of another part of the UK in which you live.

APPENDIX 1 PRIVACY POLICY

About this notice

This Notice describes how we collect and use your personal information both during and after your instructions to us. We are a ‘data controller’. This means that we are responsible for deciding how we hold and use personal information about you and explaining it clearly to you.

We have appointed a Data Protection Officer (DPO) who is responsible for overseeing our compliance with data protection law. If you have any questions about this notice or how we handle your personal information, please contact Gemma Cap.

It is important that the personal information we hold about you is accurate and current. Please keep us informed if your personal information changes during the course of our engagement work for you.

What information do we hold?

We hold and process the following types of information in our usual course of business:

- Your name, address and contact details.
- Background information about you and your relationship with the firm, to inform and improve the service we provide to you.
- Feedback you provide to us on our goods and services.

We may, from time to time, approach you for your consent to allow us to process your personal information for other purposes. If we do so, we will provide you with details of the information that we would like and the reason we need it, so that you can carefully consider whether you wish to consent.

How do we collect information about you?

We collect personal information direct from you when we establish you as a client, when you complete forms or provide information for this purpose, and/or where we enter into a contract to receive goods and services from you. We will also collect further information from you during the period of our work.

We may collect information about you from public sources, such as Companies House or the Land Registry, from an online search or from social media sites.

Our lawful basis for using personal information

We will only use your personal information when the law allows us to. Most commonly, we will use your personal information in the following circumstances:

- Where we need to perform the contract we have entered into with you.
- Where it is necessary for our legitimate interests (or those of a third party) and your interests and fundamental rights do not override those interests. Where we rely on legitimate interests for our processing, we will advise you of the relevant interest.
- Where we need to comply with a legal obligation.
- Otherwise, with your consent.

We may also use your personal information in the following situations, which are likely to be rare:

- Where we need to protect your vital interests (or someone else's interests).
- Where it is needed in the public interest.

Some of the above grounds for processing will overlap and there may be several grounds which justify our use of your personal information.

We will only use your personal information for the purposes for which we collected it, as outlined above, unless we reasonably consider that we need to use it for another reason and that reason is compatible with the original purpose. If we need to use your personal information for an unrelated purpose, we will notify you and we will explain the legal basis which allows us to do so.

Please note that we may process your personal information without your knowledge or consent, in compliance with the above rules, where this is required or permitted by law.

We do not process particularly sensitive personal information for non-clients as part of our usual course of business.

Data sharing

We may share your personal data with third-party service providers who provide goods and services to us and to other third parties who use your information, as data controller, for their own purposes. We share your personal information with other data controllers where required by law, for example if we are required to share information in accordance to meet our regulatory requirements or as required by our insurers.

We share personal information with:

- our bankers;
- our insurance and our professional indemnity insurance broker; and
- third party contractors who we instructed to undertake work for you.

The following activities are carried out by third-party service providers on our behalf:

- building, ground works, installation of doors, windows and conservatories and any other works which we feel is best attended to by a third party;

All our third-party service providers are required to take appropriate security measures to protect your personal information in line with our policies. We do not allow our third-party service providers to use your personal information for their own purposes. We only permit them to process your personal information for specified purposes and in accordance with our instructions.

Data Security

We have put in place measures to protect the security of your information. Third parties will only process your personal information on our instructions.

We have put in place appropriate security measures to prevent your personal information from being accidentally lost, used or accessed in an unauthorised way, altered or disclosed.

We have put in place procedures to deal with any suspected data security breach and will notify you and any applicable regulator of a suspected breach where we are legally required to do so.

How long will we keep your information for?

We will only retain your personal information for as long as necessary to fulfil the purposes we collected it for, including for the purposes of satisfying any legal, accounting, or reporting requirements.

To determine the appropriate retention period for personal information, we consider the amount, nature and sensitivity of the personal information, the potential risk of harm from unauthorised use or disclosure of your personal information, the purposes for which we process your personal information and whether we can achieve those purposes through other means, and the applicable legal requirements.

Where a minimum retention period is required by law (such as retaining records for HMRC purposes) we comply with that minimum period plus up to 12 months.

Your rights in connection with personal information

Under certain circumstances, by law you have the right to:

- Request access to your personal information. This enables you to receive a copy of the personal information we hold about you and to check that we are lawfully processing it.
- Request correction of the personal information that we hold about you. This enables you to have any incomplete or inaccurate information we hold about you corrected.
- Request erasure of your personal information. This enables you to ask us to delete or remove personal information where there is no lawful basis for us continuing to process it. You also have the right to ask us to delete or remove your personal information where you have exercised your right to object to processing (see below).
- Object to processing of your personal information in some circumstances.
- Request the restriction of processing of your personal information. This enables you to ask us to suspend the processing of personal information about you, for example if you want us to establish its accuracy or the reason for processing it.
- Request the transfer of your personal information to another party.
- Withdraw consent in the limited circumstances where you may have provided your express written consent to the collection, processing and transfer of your personal information for a specific purpose, you have the right to withdraw your consent for that specific processing at any time.

To exercise any of the above rights, please contact the DPO Gemma Cap by email gc@morgansltd.com or write to Morgans, Mile End Industrial Estate, Oswestry, Shropshire, SY10 8NN.

You will not have to pay a fee to access your personal information (or to exercise any of the other rights). However, we may charge a reasonable fee if your request for access is clearly unfounded or excessive. Alternatively, we may refuse to comply with the request in such circumstances.

We may need to request specific information from you to help us confirm your identity and ensure your right to access the information (or to exercise any of your other rights). This is another appropriate security measure to ensure that personal information is not disclosed to any person who has no right to receive it.