

## Rooflights & Skylights

### Our terms

#### 1. These terms

**1.1 What these terms cover.** These are the terms and conditions on which we supply products to you, whether these are goods or services.

**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.

#### 2. Information about us and how to contact us

**2.1 Who we are.** We are IDDC Limited, trading as Rooflights & Skylights, a company registered in England and Wales. Our company registration number is 02341977. Our trading address is: Skylight House, 52 Guildford Road, Lightwater, Surrey, GU18 5SD

**2.2 How to contact us.** You can contact us by telephoning our customer service team at 0800 019 4493 or by writing to us at [info@rooflights-skylights.co.uk](mailto:info@rooflights-skylights.co.uk) or by post to Skylight House, 52 Guildford Road, Lightwater, Surrey, GU18 5SD.

**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.** When you place, and pay for, an order you will be sent an automated email confirming receipt of payment with attached invoice. Once one of our sales team has confirmed the contents of the order and is satisfied that clause 3.2 below does not apply, your order will be deemed accepted.

**3.2 If we cannot accept your order.** If we are unable to accept your order, we will inform you of this and your payment will be refunded. This might be because the product is out of stock, because of unexpected limits on our resources which we could not reasonably plan for, because we have identified an error in the price or description of the product or because we are unable to meet a delivery deadline you have specified.

**3.3 Your order number.** We will assign an order number to your order and tell you what it is in the automated confirmation invoice email. It will help us if you can tell us the order number whenever you contact us about your order.

#### **4. Our products**

- 4.1 Products may vary slightly from their pictures.** The images of the products 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 accurately reflects the colour of the products. Your product may vary slightly from those images.
- 4.2 Product packaging may vary.** The packaging of the product may vary from that shown in images on our website.
- 4.3 Making sure your measurements are accurate.** If we are making the product to measurements you have given us you are responsible for ensuring that these measurements are correct. We shall not be liable for any defect in such goods which arise out of failure or defect in the measurements you provide to us.
- 4.4 Product specifications.** We shall not be under any liability in respect of descriptions, specifications, weights or dimensions or other matters in relation to the goods contained in any material such as forwarding specifications, drawings, price lists, catalogues, trade publications and advertising materials other than as specified in the contract itself.
- 4.5 Product changes.** We aim to continuously improve the standard of our products. In this regard we are entitled without notice (save where we are working to explicit specifications from you) to make changes in dimensions, materials and design which are desirable, acting reasonably, without effecting the validity of the contract. You shall have no cause of action in respect of any such change.
- 4.6 Product compliance.** We shall not be under any liability in respect of your compliance with building regulations as a result of the use of our products. You are solely responsible in ensuring the products comply with relevant building regulations for their proposed use. If you require assistance contact our technical department on 01276 451555.

#### **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 of supply 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. We reserve the right to charge you the reasonable fees incurred, associated with the specification and product changes.

#### **6. Providing the products**

- 6.1 Delivery costs.** The costs of delivery will be as displayed to you on our website if applicable.

- 6.2 When we will provide the products.** We will use our best endeavours to deliver the goods by the estimated delivery date but all delivery dates are estimates only and the time of the delivery shall not be of the essence. We shall not be liable for any loss, damage or expenses sustained by you in consequence of failure to deliver by the estimated delivery date or in consequence of any delay in delivery however so caused.
- 6.3 How we will provide the products.** The products will be delivered by road vehicle to your specified address. Additional carriage charges may be charged where you require special delivery arrangements for example, package consignments to destinations other than the specified address, to remote areas or delivery of products in small batches.
- 6.4 We are not responsible for delays outside our control.** If our supply of the products is delayed by an event outside our control 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. Circumstances beyond our control, by way of illustration only and without limiting the generality of this clause, include war, terrorism, civil commotion, strikes, lock outs, industrial dispute, shortage of materials, fuel or labour, failure of plant, acts of competent authority, fire and the elements whether affecting us directly or any supplier to or haulier for us. Should any delay continue for more than four months, we may terminate the contract by notice to you, but we shall not be liable to compensate you in damages or otherwise for later delivery where such late delivery is for reasons stated in this clause.
- 6.5 If you are not at the delivery address when the product is delivered.** If no one is available at your address to take delivery we reserve the right to, if our storage facilities so permit and at our sole option, store the goods until actual delivery and you shall pay to us the cost of such storage, including any additional handling and transport costs. This will be in addition to and not in substitution for any other payment or damages which may become liable due to failure to take delivery.
- 6.6 If you do not re-arrange delivery.** If, after a failed delivery to you, you do not re-arrange delivery we will contact you for further instructions and will charge you for storage costs and any further delivery costs as stated in clause 6.5. If, despite our reasonable efforts, we are unable to contact you or re-arrange delivery or collection we may end the contract.
- 6.7 When you become responsible for the goods.** A product which is goods will be your responsibility and delivery deemed completed when the goods are ready to be off-loaded at the delivery address. Off-loading shall be your responsibility entirely and we accept no liability for damage to the goods during the off-loading period
- 6.8 When you own goods.** You own a product which is goods once we have received payment in full and you have signed any packing note after examination of the goods upon arrival at the

delivery address. Once you have given a clear signature for the delivery of the goods you will be disentitled from making a claim against us or the carrier in respect of damage to the goods.

**6.9 What will happen if you do not give required information to us.** We may need certain information from you so that we can supply the products to you, for example, specific delivery instructions. If so, this will have been stated in the description of the products on our website. We will contact you to ask for this information. If you do not give us this information within a reasonable time of us asking for it, or if you give us incomplete or incorrect information, we may either end the contract or make an additional charge of a reasonable sum to compensate us for any extra work that is required as a result. We will not be responsible for supplying the products late or not supplying any part of them if this is caused by you not giving us the information we need within a reasonable time of us asking for it.

**6.10 Reasons we may suspend the supply of products to you.** We may have to suspend the supply of a product to:

- (a) deal with technical problems or make minor technical changes;
- (b) update the product to reflect changes in relevant laws and regulatory requirements;
- (c) make changes to the product as requested by you or notified by us to you.

**6.11 We may also suspend supply of the products if you do not pay.** If you do not pay us for the products when you are supposed to (see clause 12.4) and you still do not make payment within 14 days of us reminding you that payment is due, we may suspend supply of the products until you have paid us the outstanding amounts. We will contact you to tell you we are suspending supply of the products. We will not suspend the products where you dispute the unpaid invoice (see clause 12.5). We will not charge you for the products during the period for which they are suspended. As well as suspending the products we can also charge you interest on your overdue payments (see clause 12.5).

## **7. Your rights to end the contract**

**7.1 You can always end your contract with us.** Your rights when you end the contract will depend on what you have bought, whether there is anything wrong with it, how we are performing, when you decide to end the contract:

- (a) **If what you have bought is faulty or misdescribed you may have a legal right to end the contract** (or to get the product repaired or replaced or a service re-performed or to get some or all of your money back);
- (b) **If you want to end the contract because of something we have done or have told you we are going to do, see clause 7.2;**
- (c) **If you are a consumer and have just changed your mind about the product, see clause 7.3.** You may be able to get a refund if you are within the cooling-off period;

**7.2 Ending the contract because of something we have done or are going to do.** If you are ending a 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. The reasons are:

- (a) we have told you about an upcoming change to the product or these terms which you do not agree to;
- (b) 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;
- (c) there is a risk that supply of the products may be significantly delayed because of events outside our control;
- (d) we have suspended supply of the products for technical reasons, or notify you we are going to suspend them for technical reasons; or
- (e) you have a legal right to end the contract because of something we have done wrong.

**7.3 Exercising your right to change your mind if you are a consumer (Consumer Contracts Regulations 2013).** If you are a consumer then for most products bought online you have a legal right to change your mind within 14 days and receive a refund. These rights, under the Consumer Contracts Regulations 2013, are explained in more detail in these terms.

**7.4 When consumers do not have a right to change their minds.** Your right as a consumer to change your mind does not apply in respect of:

- (a) services, once these have been completed, even if the cancellation period is still running;
- (b) products sealed for quality purposes, once these have been unsealed after you receive them;
- (c) any products which become mixed inseparably with other items after their delivery.

**7.5 How long do consumers have to change their minds?** If you are a consumer how long you have to change your mind depends on what you have ordered and how it is delivered.

- (a) **Have you bought goods?**, if so you have 14 days after the day you (or someone you nominate) receives the goods, **unless**:
  - (i) **Your goods are split into several deliveries over different days.** In this case you have until 14 days after the day you (or someone you nominate) receives the last delivery.

**7.6 Ending the contract where we are not at fault and there is no right to change your mind.** Even if we are not at fault and you are not a consumer who has a right to change their mind (see clause 7.1), you can still end the contract before it is completed, but you may have to pay us compensation. A contract for goods is completed when the product is delivered and paid for. A contract for services is completed when we have finished providing the services and you have

paid for them. If you want to end a contract before it is completed where we are not at fault and you are not a consumer who has changed their mind, just contact us to let us know. 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

## **8. How to end the contract with us**

**8.1 Tell us you want to end the contract.** To end the contract with us, please let us know by doing one of the following:

- (a) **Phone or email.** Call customer services on 0800 0194493 or email us at [info@rooflights-skylights.co.uk](mailto:info@rooflights-skylights.co.uk). Please provide your name, home address, details of the order and, where available, your phone number and email address.

**8.2 Returning products after ending the contract.** If you end the contract for any reason after products have been dispatched to you or you have received them, you must return them to us in all instances except where the products are faulty. If there is a fault with the products you must allow us, or the manufacturer to collect them from you. Please call customer services on 0800 0194493 or email us at [info@rooflights-skylights.co.uk](mailto:info@rooflights-skylights.co.uk) to arrange collection. If you are a consumer exercising your right to change your mind you must send off the goods within 14 days of telling us you wish to end the contract.

**8.3 When we will pay the costs of return.** We will pay the costs of return:

- (a) if the products are faulty or misdescribed;
- (b) 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 have a legal right to do so as a result of something we have done wrong; or

In all other circumstances you must pay the costs of return.

**8.4 What we charge for collection.** If you are responsible for the costs of return and we are collecting the product from you, we will charge you the direct cost to us of collection.

**8.5 How we will refund you.** If you are entitled to a refund under these terms we will refund you the price you paid for the products including delivery costs, by the method you used for payment. However, we may make deductions from the price, as described below. We will only process your refund once they have passed a quality inspection by us or the receiving manufacturer.

**8.6 When we may make deduction from refunds if you are a consumer exercising your right to change your mind.** If you are exercising your right to change your mind:

- (a) We may reduce your refund of the price (excluding delivery costs) to reflect any reduction in the value of the goods, if this has been caused by your handling them in a way which would not be permitted in a shop. If 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.
- (b) The maximum refund for delivery costs will be the costs of delivery by the least expensive delivery method we offer. For example, if we offer delivery of a product within 3-5 days at one cost but you choose to have the product delivered within 24 hours at a higher cost, then we will only refund what you would have paid for the cheaper delivery option.
- (c) Where the product is a 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.

**8.7 When your refund will be made.** We will make any refunds due to you as soon as possible. If you are a consumer exercising your right to change your mind then:

- (a) If the products are goods and we have not offered to collect them, your refund will be made within 14 days from the day on which we receive the product back from you and once they have passed a quality inspection by us or the receiving manufacturer. For information about how to return a product to us, see clause 8.2.
- (b) In all other cases, your refund will be made within 14 days of your telling us you have changed your mind.

## **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:

- (a) you do not make any payment to us when it is due and you still do not make payment within 5 days of us reminding you that payment is due;
- (b) 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, your delivery address and instructions;
- (c) you do not, within a reasonable time, allow us to deliver the products to you or collect them from us;
- (d) you do not, within a reasonable time, allow us access to your premises to supply the services; or

**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.

**10. If there is a problem with the product**

**How to tell us about problems.** If you have any questions or complaints about the product, please contact us. You can telephone our customer service team at 0800 0194493 or write to us at [info@rooflights-skylights.co.uk](mailto:info@rooflights-skylights.co.uk) or Skylight House, 52 Guildford Road, Lightwater, Surrey, GU18 5SD.

**11. Your rights in respect of defective products if you are a consumer**

**11.1** If you are a consumer we are under a legal duty to supply products that are in conformity with this contract. See the box below for a summary of your key legal rights in relation to the products. Nothing in these terms will affect your legal rights.

**Summary of your key legal rights**

This is a summary of your 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.

If your product is **goods**, the Consumer Rights Act 2015 says goods must be as described, fit for purpose and of satisfactory quality. During the expected lifespan of your product your legal rights entitle you to the following:

- a) Up to 30 days: if your goods are faulty, then you can get an immediate refund.
- b) Up to six months: if your goods can't be repaired or replaced, then you're entitled to a full refund, in most cases.
- c) Up to six years: if your goods do not last a reasonable length of time you may be entitled to some money back.

See also clause **7.3**.

If your product is **services**, the Consumer Rights Act 2015 says:

- a) You can ask us to repeat or fix a service if it's not carried out with reasonable care and skill, or get some money back if we can't fix it.
- b) If you haven't agreed a price beforehand, what you're asked to pay must be reasonable.
- c) If you haven't agreed a time beforehand, it must be carried out within a reasonable time.

See also clause **7.2**.

**11.2 Your obligation to return rejected products.** If you wish to exercise your legal rights to reject products you must allow us to collect them from you. Please call customer services on 0800 0194493 or email us at [info@rooflights-skylights.co.uk](mailto:info@rooflights-skylights.co.uk) to arrange collection.

## **12. Price and payment**

**12.1 Where to find the price for the product.** The price of the product (which includes VAT) will be the price indicated on the order pages when you placed your order. We use our best efforts to ensure that the price of the product advised to you is correct. However please see clause **12.3** for what happens if we discover an error in the price of the product you order.

**12.2 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 in full before the change in the rate of VAT takes effect.

**12.3 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 to you, we will contact you for your instructions before we accept your order. If we accept and process your order where a pricing error is obvious and unmistakable and could reasonably have been recognised by you as a mispricing, we may end the contract, refund you any sums you have paid and require the return of any goods provided to you.

**12.4 When you must pay and how you must pay.** We accept payment with Visa, Mastercard, Maestro and American Express via paypal or Sage Pay and also by bank transfer or BACS. If you indicate you wish to pay by BACS we will send you our details to the email address you have used to place your order. When you must pay depends on what product you are buying:

- (a) For **goods**, you must pay for the products at the time of ordering. We will charge your payment method when you place your order.

**12.5 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.

## **13. Our responsibility for loss or damage suffered by you if you are a consumer**

**13.1 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 use reasonable care and skill, but 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.

**13.2 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 products including the right to receive products which are: as described and match information we provided to you and any sample or model seen or examined by you; of satisfactory quality; fit for any particular purpose made known to us; supplied with reasonable skill and care and, where installed by us, correctly installed; and for defective products under the Consumer Protection Act 1987

**13.3 When we are liable for damage to your property.** If we are providing 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 providing the services.

**13.4 We are not liable for business losses.** If you are a consumer we only supply the products for to you for domestic and private use.

#### **14. How we may use your personal information**

**14.1 How we will use your personal information.** We will only use your personal information as set out in our [[privacy policy](#)].

#### **15. Other important terms**

**15.1 We may transfer this agreement to someone else.** We may transfer our rights and obligations under these terms to another organisation. We will contact you to let you know if we plan to do this. If you are unhappy with the transfer you may contact us to end the contract within 3 days of us telling you about it and we will refund you any payments you have made in advance for products not provided.

**15.2 You need our consent to transfer your rights to someone else.** You may only transfer your rights or your obligations under these terms to another person if we agree to this in writing.

**15.3 Nobody else has any rights under this contract.** This contract is between you and us. No other person shall have any rights to enforce any of its terms. Neither of us will need to get the agreement of any other person in order to end the contract or make any changes to these terms.

**15.4 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.

**15.5 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.

**15.6 Which laws apply to this contract and where you may bring legal proceedings if you are a consumer.** 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.

**15.7 Which laws apply to this contract and where you may bring legal proceedings if you are a business.** If you are a business, any dispute or claim arising out of or in connection with a contract between us or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales and the courts of England and Wales shall have exclusive jurisdiction to settle any such dispute or claim.