



Macro Vitro Marketing Ltd

Terms and Conditions of Sale to the Public

1. Consumer Code of Practice and Complaints

You agree to notify us and to give reasonable opportunity to remedy any complaint you may have. We will give you details of our complaints procedure. We support the GGF Consumer Code of Practice as promoted by the Glass and Glazing Federation (GGF) and undertake work within the guidelines of this and any other GGF Code of Practice. A copy of the Consumer Code is available website or a hard copy can be provided on request. In the case of any dispute arising we will provide details of the GGF's Conciliation Scheme and The Glazing Arbitration Scheme (www.tgas.org.uk) administered by the Centre for Effective Dispute Resolution.

2. Deposits

Information about the scope of the operation of the GGF Deposit Indemnity fund is set out in the blue leaflet attached to your estimate. A further copy of such leaflet may be obtained from GGF Fund Ltd, 40 Rushworth Street, London, SE1 0RB.

3. Notice of the Right to Cancel

On acceptance of our estimate you agree to be bound by the terms and conditions in this document. However, you have the right to cancel this contract if you want to;

- Products such as window film which are cut to measure to you specific requirements are exempt from the right to cancel under the Consumer Contracts (Information, Cancellation and Additional Charges) regulations 2013. However, we provide you with the right to cancel without charge up to 2 working days before the agreed date of installation.
- Products that are not made to measure - in addition to the right to cancel without charge up to 2 working days before the agreed date of installation, you have the right to cancel 14 calendar days after the date of delivery. However, you agree that the survey, erection of any necessary equipment and installation work for such products may start before the end of this 14 day period. If you cancel we will collect the products delivered but not installed and we will charge you our reasonable costs of collection. We will also charge you our reasonable costs for the access equipment and installed products provided up to the point of cancellation.

- Your right(s) of cancellation referred to above can be exercised by delivering or sending a cancellation notice to the company mentioned in the next paragraph within the time periods included.
 - The cancellation notice may be given to Macro Vitro Marketing Ltd, Unit 4 Apex Centre, Speedfields Park, Newgate Lane, Fareham, PO14 1TP or emailed to info@mvmwindowfilms.co.uk.
 - You may use the cancellation form attached to this document if you so wish.
 - The notice of cancellation is deemed to be served as soon as it is posted or sent to Macro Vitro Marketing Ltd or in the case of an email from the date it was sent to Macro Vitro Marketing Ltd.
4. Following any site inspection which reveals significant unforeseen additional work being required at an extra cost to you or your property being found unsafe or unsuitable for the work to be carried out on the day of installation, both you or we have the right to cancel the contract.

In the above event you will be provided with full details and any deposit will be returned to you.

5. a) If the work is not commenced on the agreed installation date, you may write to us, requiring the work to be completed within six weeks or some other period agreed (preferably in writing) between you and us. If the work is not completed within this extended period, you may cancel the outstanding work covered by the contract without penalty to yourself by sending us a letter advising us of your wishes. We recommend that you send this letter by recorded delivery. In addition, you will be entitled to a refund of any monies which represent a payment for the installation of materials by us in excess of any work actually carried out by ourselves. However, if we carried out any work to a value which exceeds any payment made by you we will be entitled to the payment of the difference. In the event of cancellation, you are entitled to deduct any additional amount which can be shown if you have to pay more than the purchase price to others to complete the installation. In any of the above cases the value of the work will be agreed by you and us. In the event of no agreement being achieved refer to clause 1.
- b) We shall not be liable for any delay in the completion of the work which arises from causes beyond our control, (for example fire, flood, civil disturbances, strike action by others, criminal damage and acts of war.)
- c) You or we are entitled to cancel this contract in the event of any serious breach of contract by you or us, (for example as in 5a above, refusal to comply with the Building Regulations, or refusal by us to carry out a reasonably required correction of defects).

6. When you are reasonably satisfied that the products have been properly installed in accordance with the terms of this contract we will ask you to sign a copy of our job sheet confirming your acceptance of the work, at which time all outstanding monies becomes due for payment.

Due to the nature of window film any defects within the material or problems arising from installation will be immediately apparent. To this end we require the job sheet to be signed and returned to us and payment in full to be made, or for a valid complaint to be raised in accordance with our complaints procedure publicised on our website, within 7 calendar days of completion of work.

Please be aware, that during the curing process of window film some small water bubbles and mistiness may be evident. In rare cases these can last for as long as three months but will eventually clear. This is completely normal and therefore does not constitute a fault and will not be accepted as a valid reason not to sign the job sheet and make payment.

7. We shall retain ownership of any goods which have not yet been fixed to your property, until the purchase price has been paid.
8. We will be liable for any damage caused to your property which was not necessary for the completion of the contract and such damage was caused by us not exercising reasonable care and skill.

However, for the application of film to vertical windows and partitions we require a clear area 1 metre from the glass. For overhead glazing the walls and floors should be clear of all furniture and accessories ect. Where this has not been cleared prior to our arrival on site, we will not be liable for any damage incurred during the installation process or if we have to move the items ourselves.

9. a) Regarding the quality and description of the goods and/or services:

We guarantee to repair where we deem it to be practicable and appropriate, and if not, to replace, free of charge of all labour and material, any product that develops a fault, defective materials or workmanship within 10 years of the date of installation. You must notify us of any terms of this guarantee within 28 days of discovery of the fault, preferably by sending us a recorded delivery letter.

b) Despite the fact that your statutory rights remain unaffected, this guarantee does not extend to:-

- Minor imperfections within the film and glass and outside the scope of the visual quality standards of the Glass and Glazing Federation.

- Damage due to misuse, neglect or lack of maintenance by you, or from causes beyond your control (for example fire, flood, civil disturbances, strike action by others, criminal damage and acts of war.)
- Any work(s) carried out by others associated with this installation or to those parts of this installation affected by work(s) by others, other than work(s) carried out by this company or its employees or subcontractors.
- Internal condensation caused by excess moisture in the domestic environment, not external condensation which can occur in a certain climatic conditions in spring or autumn.

10. Nothing in these conditions will reduce your statutory rights relating to faulty or misdescribed goods and services. For further information about your statutory rights contact your Local Authority Trading Standards Service or Citizens Advice consumer services.

Cancellation Notice

If you wish to cancel the contract in accordance with your rights to cancel you MUST INFORM US BY MAKING A CLEAR STATEMENT (e.g. a letter delivered personally, sent by post, e-mail or fax) to the company named below. You may use this form if you want to but you do not have to.

(Complete and return this form ONLY IF YOU WISH TO CANCEL THE CONTRACT).

TO: Macro Vitro Marketing Ltd
Unit 4 Apex Centre
Speedfield Parks
Newgate Lane
Fareham
PO14 3DB
info@mvmwindowfilms.co.uk

I/We (delete as appropriate) hereby give notice that I/We cancel my/our contract reference _____ ordered on/received on (delete as appropriate) _____.

Signed: _____

Name and Address: _____

Date: ____/____/____