

DAYLIGHT DELIVERY SYSTEMS LIMITED - TERMS & CONDITIONS OF SALE FOR CONSUMERS

Below are the terms and conditions upon which Daylight Delivery Systems Limited will process and accept from Consumers orders for goods or services either at our premises, via telephone or online. Please ensure that you read these terms and conditions carefully.

All orders for goods or services accepted by us will be subject to the following binding terms and conditions which will form part of and will govern the Contract of Sale. These terms and conditions are supplemented by the applicable statutory regulations regarding contracts for the supply of goods and services to Consumers.

1. OUR CONTRACT WITH YOU

Upon receiving your order via our online store or by telephone, we will send you an order confirmation via e-mail or post. A legally binding agreement is formed when you receive our order confirmation. If there is a discrepancy between the goods or services that you ordered and those detailed in the Order Confirmation, please notify us as soon as you become aware of any such discrepancy so we can resolve matters and reissue the Order Confirmation.

We shall make every effort to supply the goods as advertised but reserve the right to supply the goods subject to minor variations in actual dimensions, colour and specifications where these are changed by the manufacturer. If the goods change to a significant degree, we will advise you and give you the opportunity to cancel the contract.

In providing any advice to you with regard to the suitability of any goods or materials for your specifications we shall rely upon the information that you have provided to us, for example, your roof type, approximate installation distance and choice of ceiling fitting.

2. QUOTATIONS

Quotations in writing remain open for a period of 30 days from the date of the quotation unless some other period is specified in the quotation. Acceptance of our quotation (verbal or written) will constitute an offer by you to purchase the goods and we shall issue an Order Confirmation which will be legally binding. Quotations may be subject to a site survey for which we may levy a charge at our discretion; this will be notified to you in writing beforehand. We reserve the right to withdraw or amend a quotation at any time before your acceptance of the quotation. In requesting a quotation from us, you will be deemed to have the building owner's permission to install the products for which we are quoting and have determined, by use of a suitably qualified person if necessary, that your intended structure is suitable for the installation of goods supplied by us.

3. PRICE OF GOODS/SERVICES

The price of the goods and/or services shall be the price specified on our Order Confirmation. All prices shall include VAT and carriage charges where applicable.

Any change in delivery dates, quantities or specifications for the goods and/or services which is requested by you may cause a change in the price to be charged and a revised Order Confirmation will be provided.

4. TERMS OF PAYMENT

All payments must be paid by you in full at point of sale once your order has been accepted by us unless we have agreed a pre-payment for goods with services, with a balance due on completion of installation; this agreement will be shown on our Order Confirmation.

When paying online, you do not enter any credit card data into our website; when you come to pay for your products you leave our site and your payment is processed through the WorldPay secure server. Payments for telephone orders are also through Worldpay via their online facility; we do not retain your credit card data longer than necessary to process them. Cheque payments and bank transfers must be cleared by the banking system before goods will be dispatched. We do not encourage payment by cash and in any event will not accept cash payments of greater than £1,000.

5. DELIVERY OF GOODS

We will make every effort to deliver the goods on time, but we cannot be held responsible for delays due to weather or other circumstances beyond our control. In this event, we will deliver the goods as soon as reasonably possible and not more than 30 days after the day on which the contract is entered into.

Upon delivery of the goods, you will be asked to sign a Proof of Delivery to acknowledge safe receipt. Please ensure that the number of packages delivered corresponds with the number stated on the delivery note and that there is no evident damage to the packaging. In either event, please advise the courier and note this on the Proof of Delivery or refuse delivery of the Goods and notify us of your action.

For discrepancies or damage not evident on delivery, please notify us as soon as possible after discovering the fault so we can put things right.

If there is no one at the address you have given to accept delivery of the goods, the courier will leave a 'calling card' giving details of how to reschedule the delivery or the address of a depot where you can collect the goods. Goods that are undeliverable or uncollected from the depot within the time specified by the courier will be returned to us and we shall contact you to arrange redelivery for which we shall make an additional charge.

6. CANCELLATION AND RETURN

– For Goods or Goods with Installation ordered at a distance

If you have ordered goods or Goods with Installation via our online store or by telephone you have the right to cancel your order without giving any reason any time up to 14 days from the delivery of goods.

If you wish to do this, please write to us giving details of the goods you wish to return. A cancellation form is provided with our Order Confirmation, but you are not obliged to use it. Unless the products are faulty or not as described, you will be responsible for the cost of returning them to us. You have a legal obligation to take reasonable care of the products while they are in your possession. We estimate the carriage cost for returning goods to be approximately £45 per Solatube system. The Goods must be returned to our warehouse address: SLL, 15a Stilebrook Road, Olney MK46 5EA within 14 days of notifying us of your intentions.

Goods to be returned must be in re-saleable condition. If some or all of the goods are not in re-saleable condition a proportionate part of the refund will be withheld. Any installation of the goods should also be expected to result in a diminished value of the goods. We remind you that when in your possession and until returned to us, you are responsible for the goods and will be liable for any damage to the goods.

If you have confirmed your instruction to commence installation within the 14-day cancellation period and then decide to cancel, you may have to pay certain labour costs and there may be some reduction of your reimbursement for goods supplied that you return to us.

Once we have received the goods we will issue any refund due to you within 14 days. Reimbursement shall include the original outbound basic delivery cost to you, but not enhanced delivery costs, such as timed or express delivery. Goods returned after 14 days will be subject to a 25% restocking fee.

You do not have the right to cancel the order if your order is for bespoke goods or items which have been personalised at your request. This clause does not affect your statutory rights.

– For Goods/services bought on our premises or returned/cancelled outside the cancellation period:

You do not have an automatic right to cancel the contract where goods/services have been ordered at our premises, or after 14 days from delivery of the goods ordered online or by telephone.

We may at our discretion accept such goods back; if we agree to their return, goods must be returned to us at your own cost, with proof of purchase to our warehouse address: SLL, 15a Stilebrook Road, Olney MK46 5EA. All goods returned on this basis are subject to a 25% restocking fee. Goods will be inspected upon receipt and goods that are not in re-saleable condition will be subject to a further proportionate reduction in the amount to be refunded.

If you cancel your order once you have agreed an installation date, we reserve the right to apply cancellation charges (as below) according to the notice period given by you because we will incur costs which we cannot recover. In addition, we shall retain any amount pre-paid for installation which has already begun.

Notice given by you prior to agreed installation date	% refund of installation pre-payment
5 full working days or more	100%
4 full working days	75%
3 full working days	50%
2 full working days	25%
1 full working day or less	0

If works have commenced and you cancel the remainder of the installation, we shall not be responsible for making good either externally or internally.

7. COMPLAINTS.

You should inspect the goods and any installation work as soon as conveniently possible and contact us within a reasonable time if you believe there is a problem. You can phone us, email us or write to us using our contact details below to inform us of any issues. We will respond to your complaint as soon as possible and we will attempt to resolve the complaint using our internal complaints-handling procedure. If the process is exhausted and we are unable to resolve the matter to your satisfaction, you may make a request to us for the dispute to be settled by mediation through the Online Resolution Dispute Platform or small claims court.

8. WARRANTY

PRODUCT WARRANTY

As a consumer, you have legal rights in relation to products that are faulty or not as described which are not affected by your cancellation rights above and may return them to us within 30 days of purchase for a full refund or if you prefer a repair or replacement.

In addition to these rights we offer a manufacturer's warranty for Solatube Daylighting System components (excluding electrical options – see below) found by us to be faulty or defective within a period of 10 years from the date of sale. We may request goods be returned to us for examination or photographs provided where it is impractical for goods to be returned. We will repair the component where we can and if that is not possible we will replace the item(s). Solatube Daylighting System components consist of roof domes, roof flashing bases onto which the dome is fastened, diffusers and diffuser ceiling mountings, reflective tubing, plastic, rubber or metal seals, gaskets, tapes and fasteners.

Solatube electrical components have a similar warranty, but only for a period of 5 years from the date of sale unless otherwise stated. Non-Solatube branded or bespoke products are subject to the manufacturer's warranty which will be supplied to you separately.

Where products are replaced the warranty period runs from date of sale of the original products. Daylight Delivery Systems Limited shall not be responsible for installation of replacement products supplied under this product warranty.

INSTALLATION WARRANTY

As a consumer, you have a legal right to expect us to exercise reasonable care and skill in the provision of this installation service; if you believe this not be the case, you can require us to repeat the service in order to complete it properly at no cost to the you, within a reasonable time and without causing significant inconvenience to you. If this is not possible, or cannot be done within reasonable time or without causing unreasonable inconvenience to you, you will be entitled to a price reduction. In addition to this, installations carried out by us are subject to a 3-year warranty against faulty workmanship.

WE OFFER NO WARRANTY ON INSTALLATIONS CARRIED OUT BY OTHERS, NOR ON REMEDIAL WORKS CARRIED OUT BY US AT YOUR REQUEST ON WORK INITIATED BY OTHERS.

In addition, Daylight Delivery Systems Limited is not responsible for nor does this warranty apply to:

- Product or performance defects as a result of installation not in accordance with Daylight Delivery Systems Limited's installation instructions
- Defects or damages arising out of improper handling or cleaning, accidents, acts of God, intentional acts, misuse or abuse, or any other circumstances beyond the control of Daylight Delivery Systems Limited
- Condensation or any water damage resulting from condensation
- Products subject to stress resulting from (i) localized application of heat, (ii) movement of building and/or building components, or (iii) expansion or contraction of framing members
- Accessories, flashing or other installation materials manufactured or sold by persons other than Daylight Delivery Systems Limited

9. LIMITATION OF LIABILITY

Nothing in these terms and conditions shall limit or exclude our liability for:

- (a) Death or personal injury caused by our negligence, or the negligence of our employees, agents or subcontractors
- (b) fraud or fraudulent misrepresentation

10. DATA PROTECTION & COOKIES

We protect your personal data in line with the requirements of the General Data Protection Regulation (GDPR). In order to enter a contract of sale with you and fulfil our obligations under it, we collect personal details for the purpose of supplying the goods to you and processing your payment. We shall not otherwise pass your personal data to others, nor use it for marketing purposes unless we have your explicit permission. Information regarding our website cookies is displayed on our website, and our privacy policy may be viewed at <https://www.solatube.co.uk/privacy/>.

11. YOUR STATUTORY RIGHTS

Nothing in these terms affects your statutory rights.

13. GOVERNING LAW

These terms are governed by English law and the courts of England and Wales shall have non-exclusive jurisdiction.

Daylight Delivery Systems Limited, 23 Osier Way, Olney Office Park, Olney, MK46 5FP

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