

GLAZINGVISION
rooflight service & maintenance
agreement



Service & Maintenance Agreement

Please note: If you are a Consumer you are entitled to certain statutory rights in relation to goods purchased from Glazing Vision and your statutory rights as a Consumer are not affected by this Service Agreement.

- 1.1 These are the terms and conditions on which Glazing Vision Limited (“Glazing Vision” or “we”) supply services to you (the “customer” or “you”) in relation to rooflights (the “Services”). Please read these terms carefully before you agree to purchase our services or any product which includes our services.

For assistance call 01379 658332 or email customerservices@glazingvision.co.uk.

- 1.2 The following definitions apply in this document:

“**Consumer**” means an individual acting for purposes that are wholly or mainly outside that individual’s trade, business, craft or profession.

“**Product Warranty**” means any written warranty provided by Glazing Vision to you in relation to a rooflight which you have purchased from Glazing Vision.

“**Term**” means the Initial Term and any subsequent Renewal Term of this Service Agreement calculated in accordance with clause 3.

2. Conditions of this Service Agreement

- 2.1 Glazing Vision will only service rooflights which:
- (a) Have been purchased directly from Glazing Vision;
 - (b) Have met all payment terms of the Sales Order for the rooflight;
 - (c) Have been installed by Glazing Vision; or
 - (d) Are deemed by Glazing Vision to have been installed according to Glazing Vision’s instructions.

3. Term

- 3.1 This Service Agreement is effective for one year from the date of supply of the rooflight by Glazing Vision for each individual rooflight (“Initial Term”), subject to the payment terms set out in clause 6 below and the cancellation terms set out in clause 7 below.
- 3.2 This Service Agreement may not be eligible for renewal unless the Service & Maintenance Visit has been completed within the due dates set out at clause 4.2.
- 3.3 This Service Agreement will not be eligible for renewal if the rooflight is no longer supported by Glazing Vision. Glazing Vision is continually developing its rooflight products and therefore reserves the right to determine the portfolio of rooflights that can be supported by a Service Agreement.
- 3.4 If the roof light is eligible for renewal of the Service Agreement, Glazing Vision will send a written offer of Service for a further period of one year (“Renewal Term”), no later than 30 days before the end of the Initial Term or current Renewal Term (as applicable).
- 3.5 This Service Agreement shall expire at the end of the Initial Term or current Renewal Term unless Glazing Vision has received written acceptance of Glazing Vision’s offer of Service for a further Renewal Term (as above) from the customer before the end of the Initial Term or current Renewal Term.
- 3.6 If accepted by the customer, each subsequent Renewal Term starts from the anniversary of the date of commencement of the Initial Term.
- 3.7 Replacement of components made under this Service Agreement does not affect the term of the Product Warranty.
- 3.8 The Service Agreement will terminate if any work is requested and there is found to be any fraudulent representation of the facts.

4. Services

- 4.1 During the Term of this agreement, the customer may require, by notifying Glazing Vision, that a Glazing Vision technician visit the site of the installed rooflight unit once in the Initial Term and in each Renewal Term in order to perform servicing, maintenance and cleaning of specific components of the rooflight, which may vary according to product type (“the Service & Maintenance Visit”).
- 4.2 The customer must request the Service & Maintenance Visit no later than 28 days before the expiry of the Initial Term or current Renewal Term.
- 4.3 Glazing Vision will meet all of the travel costs of its technicians relating to travel within mainland United Kingdom and the labour costs of the Service & Maintenance Visit.
- 4.4 During the Service & Maintenance Visit, Glazing Vision will usually provide the following (as applicable):
- (a) Checks in relation to:
 - (i) Water ingress.
 - (ii) Glazing and Silicone Seals.
 - (iii) Mechanical Operation and wear.
 - (iv) Component wear.
 - (v) Security of fixings.
 - (vi) Where fitted:
 - (A) battery life and free replacement if necessary;
 - (B) control panel;
 - (C) adjustment of limit switches.
 - (vii) General running of the rooflight.
 - (b) An external cleaning service.
 - (c) Recommendations if any parts are deemed to need replacing.
- 4.5 All reasonable travel costs incurred by Glazing Vision’s technicians relating to travel to and from any destination where the rooflight is located outside of mainland United Kingdom (including all reasonable accommodation and sustenance expenses properly and necessarily incurred by the Seller’s technician) will be borne in full by the customer.

- 4.6 Any defects or faults relating to a Glazing Vision rooflight shall be dealt with in accordance with any applicable legislation and/or the terms of the Product Warranty document that Glazing Vision has supplied to the customer, and not under this Service & Maintenance Agreement.
- 4.7 Glazing Vision will meet the cost of consumable items used in the Service & Maintenance Visit, such as lubricants and silicone.
- 4.8 The customer must give at least two clear working days' notice to Glazing Vision to cancel the Service & Maintenance Visit. If less notice is given Glazing Vision may charge the customer a cancellation fee.
- 4.9 If the customer does not allow Glazing Vision access to its property to perform the Services as arranged (and the customer does not have a good reason for this) Glazing Vision may charge the customer additional costs incurred by Glazing Vision as a result. If, despite Glazing Vision's reasonable efforts, it is unable to contact the customer or re-arrange access to the property Glazing Vision may end the contract, in which case Glazing Vision will refund any money the customer has paid in advance for services Glazing Vision has not provided but Glazing Vision may deduct or charge reasonable compensation for the net costs it will incur as a result of the customer breaking the contract.
- 4.10 Any defects or faults identified during the Service & Maintenance Visit will be repaired at the time but any materials used may be charged for unless the rooflight is covered by a valid Product Warranty.
- 4.11 If the roof light is covered by a current valid Product Warranty, there will be no charge for any parts required to repair a defect or fault, subject to the terms of the Product Warranty document.
- 4.12 If the rooflight is not covered by a current valid Product Warranty, you will be charged for any parts required to correct a defect or fault.
- 4.13 Batteries should be replaced every two years, if the battery needs to be replaced it will be done during the contractual visit; the cost of the battery will be borne by Glazing Vision provided the roof light has a valid current Product Warranty or is within the Term of this Service Agreement. You will be charged for the battery if the rooflight is not covered by valid current Product Warranty or by this Service Agreement.
- 4.14 Any components removed from the rooflight and replaced will automatically become the property of Glazing Vision.
- 4.15 Glazing Vision reserves the right to refuse the Services if on inspection the rooflight is deemed impossible to repair, or not installed as per Glazing Vision's instructions, or if the costs of repair would exceed the costs of replacement. The cost of a replacement will be recommended and quoted, any replacement rooflight will be purchased under Glazing Vision's normal terms and conditions.

5. Exclusions

- 5.1 Subject to clause 5.2, this agreement will not cover and Glazing Vision shall have no liability in respect of:
- (a) Any consequential or subsequent loss of any nature.
 - (b) Any failure or defect if the full payment terms of the sales order of the roof light have not been met, unless you are a Consumer in which case Glazing Visions reserves its rights to terminate this Service Agreement if you do not make any payment to us when it is due and you still do not make payment within 14 days of us reminding you that payment is due.
 - (c) Any failure or defect outside of the Term of this Service Agreement (set out in clause 3).
 - (d) Any failure or defect deemed by Glazing Vision to be excluded from the cover of a valid current Product Warranty and not covered by this Service Agreement.
 - (e) Any failure during the Term where the premiums for this Service Agreement have fallen due but have not been received by Glazing Vision.
 - (f) Any failure caused by an accident or any other external cause, including but not limited to fire, theft, attempted theft, or explosion.
 - (g) Any failure arising from, or caused, directly or indirectly, by any abuse or misuse including breakage or damage.
 - (h) Any failure caused by walking on a unit that is not specified as 'walk on glass'.
 - (i) Any claim arising, directly or indirectly, from:
 - (i) Wear and tear, gradual deterioration or corrosion.
 - (ii) Any process of cleaning not done in accordance with the Operating and Maintenance instructions for the roof light.
 - (iii) Scratching or chipping of powder coated or painted framework.
 - (iv) Maintenance, overhaul, repair or modification or loss or damage caused by them, where the work is not carried out by Glazing Vision.
 - (v) Atmospheric or climatic conditions, moths, insects, birds, vermin, fungus.
 - (j) Any claim of whatever nature directly or indirectly caused by, or contributed to, or arising from:
 - (i) Impairment of the roof lights operation or performance as a result of local obstacles causing interference with the operation.

- (ii) Any loss caused by acts of war, terrorism, nuclear explosion, sonic boom or radioactivity.
 - (iii) Any loss resulting from pressure waves caused by aircraft and other aerial devices travelling at sonic or subsonic speed.
 - (iv) Any loss resulting from any item or substance falling from an aircraft or other aerial devices.
 - (k) The cost of providing access or Health and Safety requirements for access to the unit or any replacement parts or unit to the upstand or the arrangement and cost of any crane or lifting equipment to move a replacement unit or parts from the delivery vehicle to the upstand and the cost of arranging for the closing of any highway or other access road (if applicable)
- 5.2 Nothing in this agreement shall limit or exclude Glazing Vision's liability for:
- (a) death or personal injury caused by its negligence;
 - (b) fraud or fraudulent misrepresentation;
 - (c) breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession); or
 - (d) any other liability which cannot be limited or excluded by applicable law

6. Payments

- 6.1 The annual premium payable for the Services is determined by the product type and size of rooflight. The premium will be shown on the quotation for the Services and subsequent offers of renewal. You can apply to Glazing Vision for payments to be scheduled annually or for payments to be made up front for a period of 3 or 5 years.
- 6.2 Payment of the relevant premium must be received by Glazing Vision in cleared funds in advance of the commencement of the Initial Term and each Renewal Term.

7. Cancellation of Service Agreement

- 7.1 The customer may cancel the Service Agreement at any time during the Term subject to the following conditions:
- (a) The customer must give Glazing Vision at least 14 days' prior written notice of cancellation.
 - (b) There will be a £50 charge to cover the administration of the cancellation ("Cancellation Charge"). This will become payable in full at the time of cancellation and will be deducted from any computed refund of premiums.
 - (c) If the refund is less than the Cancellation Charge, you will still incur the Cancellation Charge which becomes due immediately.
 - (d) Premiums for the remainder of the Term including any future Renewal Terms paid for in advance in accordance with clause 6.1) will be refunded computed pro-rata from the number of whole calendar months remaining.

I agree to Glazing Vision providing the Services, which will include Glazing Vision undertaking a Service and Maintenance Visit. I have read and understand the terms and conditions as set out above and agree to pay Glazing Vision accordingly.

Name:

Address:

Original order number if known:

Signature:

GLAZINGVISION

visionary rooflights

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