

## 1. General

- 1.1 We are Eurocell Building Plastics Limited, a private limited company registered in England and Wales. Our company registration number is 03071407 and our registered office is at Eurocell Head Office and Distribution Centre, High View Road, South Normanton, Alfreton, DE55 2DT. Eurocell Home is the trading name of Eurocell Building Plastics Limited.
- 1.2 You, the customer, can contact us by telephoning our Eurocell Home Team on 0808 196 3730 or by emailing us at [home@eurocell.co.uk](mailto:home@eurocell.co.uk).
- 1.3 Please read these terms and conditions carefully before you submit your order to us. These terms tell you who we are, how we will provide our products and services to you, how you and we may change or end the contract, what to do if there is a problem with the products and services and other important information. In particular, we would draw your attention to clause 18 (Limitation of Liability).

## 2. Website

- 2.1 The information contained on this website is for general guidance only. We make every effort to ensure that the information and advice contained on this website is up to date and accurate. We reserve the right to change or update website content, prices, products, and services at any time without notice. All images, descriptions, specifications, and advertising on the website are for the sole purpose of providing an approximate description of the products and services. Full detailed specifications are available on request.
- 2.2 Imagery used on the website is for illustrative purposes only. Although we have made every effort to display the colour and appearance of the products accurately, we cannot guarantee that every device's display of the colours accurately reflects the colour and appearance of the products. Your product may therefore differ slightly from the images shown. If you would like to take advantage of our free colour samples, please contact our Eurocell Home team on 0808 196 3730 or email [home@eurocell.co.uk](mailto:home@eurocell.co.uk). Alternatively, you can visit one of our nationwide branches, please click here to find your nearest one <https://www.eurocell.co.uk/branch-finder>.

## 3. Ordering Process

- 3.1 The selection of items from the website in your shopping basket constitutes an offer by you to purchase products and services from us in accordance with these terms and conditions. We will issue a quotation to you to cover the items you have selected and ask you to select your preferred date for the conduct of a Eurocell Home Survey ("**Survey**") by us as more particularly described below in clause 3.3 and clause 4.
- 3.2 Once you have selected and we have confirmed your preferred Survey date, you will be asked to make a card payment of a deposit of 20% of the total value of the products and services you have selected ("**Deposit**"). Card payments (credit card or debit card) are the only acceptable forms of payment. The payment of the Deposit by you represents a commitment from you to proceed to order stage in accordance with these terms and conditions and you agree that we may treat the Deposit accordingly. Once the Deposit has been paid, arrangements for the Survey will be made. We will telephone you to confirm the agreed Survey date.

- 3.3 A Survey is required on all orders and will be completed in accordance with clause 4 below. We will contact you within 24 hours of receipt of your proposed Survey date to confirm a time to complete the Survey. Whilst we will try to accommodate the Survey date you selected during the quotation process, we cannot guarantee that we will be able to comply with your selection, and we may need to agree an alternative date with you. We will attempt to contact you on two consecutive working days (Monday to Friday), during office hours. If we are unable to contact you by telephone, we will follow up with you via email, or in writing, to the address provided on the order.
- 3.4 If you wish to cancel the Survey, please provide us with at least 24 hours' notice. If you do not provide us with at least 24 hours' notice, we reserve the right, and you authorise us, to deduct an administration fee of £60.00 from your Deposit.
- 3.5 The result of the Survey may require amendments to the quotation we originally provided. We will contact you within two working days of completing the Survey to provide full details of any amendments required, and an updated quote for the products and the services.
- 3.6 Following receipt of the updated quote, we will contact you by telephone to confirm whether you would like to:
  - 3.6.1 proceed to order, in which case you will be asked to make payment of the final price (minus the Deposit). We accept payment by credit card and third-party finance (see clause 5.3 below); or
  - 3.6.2 cancel, in which case you will receive a refund of your Deposit, minus an administration fee of £60.00 to cover the cost of completing the Survey, within 5 working days of you telling us you wish to cancel.
- 3.7 It is very important that you check and fully understand the details in our final quotation before making payment as that quotation and these terms and conditions form the basis of the contract between us. If you proceed to order, you confirm that you are the recipient of the products and services. Whilst we will accept liability for any errors in the determined sizes, it is your responsibility to ensure all other details are correct (for example, that the correct colour for the product has been selected). Any subsequent amendments may be subject to further charges, as set out in clause 6 below.
- 3.8 Unless otherwise agreed in writing by us, quotations (including updated quotations) are valid for a period of 28 days, after which they shall automatically lapse and a new quotation can be requested by emailing [home@eurocell.co.uk](mailto:home@eurocell.co.uk).
- 3.9 If we are unable to accept your order for any reason, we will inform you of this. Reasons for not being able to accept your order include, but are not limited to, materials being out of stock, unexpected limits on our resources which we could not reasonably foresee, a credit reference we have obtained for you not meeting our requirements (if applicable), an error being identified in the price or description of the product or our inability to meet a delivery deadline you have specified. You will not incur any charges if we are unable to accept your order for any of the aforementioned reasons, and if you have paid a Deposit it will be returned to you.

3.10 In relation to windows and doors, all dimensions supplied by you are to be supplied in metric, and any measurements provided by you should include the frame, sill, and any frame extenders/add-ons required (as set out in our "How to Measure" Guide which you can find at [www.eurocell-home.co.uk/how-to-measure](http://www.eurocell-home.co.uk/how-to-measure)).

#### 4. Eurocell Home Survey

- 4.1 If we identify during the Survey that we are unable to install your first choice of product for any reason, we will look to offer you a suitable equivalent product. However, if for any reason, you do not wish to accept the equivalent product offered, we will refund your Deposit in full.
- 4.2 During the Survey, the surveyor will ask you basic questions relating to your order, such as which side you would like the hinges to be on, whether the door should open inwards or outwards and what base your garden room will be installed onto. The surveyor will note down your requests and relay them back to our processing department. Whilst we will make every effort to meet your requests and update your order (where possible), you remain responsible for ensuring that all aspects of the order are correct, before proceeding and confirming your acceptance of the order. If you have any queries in relation to the order, please contact us in accordance with clause 6.4 for assistance.
- 4.3 In relation to windows and doors, during the Survey, the surveyor will measure the aperture (frame) according to what is available at the time of the Survey, but the surveyor cannot anticipate any additional works still to be carried out on the property. For example, our surveyors are not able to fully survey partly-built openings, and therefore if we are requested to attend in this situation, it is your responsibility to advise the surveyor of any future planned work, so that this can be taken into account. This also includes any making good (for example, plastering, trimming or rendering) required. You are responsible for ensuring that this information is accurately conveyed to us so that it can be reflected in our final quotation.
- 4.4 In relation to garden rooms, during the survey the surveyor will review the suitability of the proposed base on to which the garden room will be installed and may recommend that a concrete base be installed. In this event, the surveyor will note down the recommendation for the concrete base, and relay this back to our processing department. Whilst we will make every effort to meet the requirement and update the order, you remain responsible for ensuring that all aspects of the order are correct, before proceeding and confirming your acceptance of the order.
- 4.5 In relation to garden rooms, in the event that the surveyor recommends that a concrete base be installed, but you decide not to install one:
- we reserve the right to refuse to install the garden room and to deduct an administration fee of £60.00 from your Deposit to cover the cost of the survey; or
  - we may agree to install the garden room without the concrete base, but only on the basis that the Product Guarantee set out in clause 12.2 below shall not apply to the garden room.

#### 5. Pricing and Payment Terms

- 5.1 During the ordering process, we will provide you with an indicative quote for the supply of the products and services.
- 5.2 Following completion of the Survey, we will contact you in

accordance with clause 3.6, and provide you with the final quote for the supply of the products and services.

- 5.3 You can also take advantage of a range of finance products to assist with your purchase from us (subject to acceptance). For more information, please visit our finance page at [www.eurocell-home.co.uk/finance](http://www.eurocell-home.co.uk/finance). Please note that you will be required to pay a Deposit even if you use one of the finance products. We accept payment by credit card or debit card.
- 5.4 In the event that a product is listed on our website at an incorrect price due to typographical error or an error in pricing information, we reserve the right to refuse or cancel any orders listed at the incorrect price, whether or not the order has been confirmed. We will confirm via telephone, email, or post within 5 working days of discovery of the error if this is the case.
- 5.5 If you do not make full payment to us on the date you confirm you wish to proceed to order as per clause 3.6.1, we may charge interest to you on the overdue amount at a rate of 4% a year above the Bank of England base rate. This interest shall accrue on a daily basis from the date you confirm you wish to proceed to order as per clause 3.6.1 until the date of full payment.
- 5.6 You agree that if we are unable to recover the full balance of sums due from the finance company due to your actions, we may recover such sums from you.

#### 6. Amendments and Cancellations

- 6.1 Prior to selecting your preferred Survey date, you can access your basket and amend your order at any time by providing the quotation number supplied to you on the website.
- 6.2 If you wish to amend your order after you have selected your preferred Survey date, please contact us in accordance with clause 6.4 as soon as possible. We will let you know if the change is possible and, if so, whether there are any changes to the price of the product, the timing of supply or anything else that would be necessary as a result of your requested change.
- 6.3 Please note that if you wish to cancel or change any detail of the order after manufacturing has commenced (being 24 hours after the date on which you pay the balance of the final price due), we reserve the right to apply a charge for reasonable costs incurred, which will vary depending on the stage of manufacturing when you contact us and may be up to the full order value if all material has been cut. Further detail about your cancellation rights is set out in clause 14 and any information about your cancellation rights in relation to any of our finance products can be found at [www.eurocell-home.co.uk/finance](http://www.eurocell-home.co.uk/finance).
- 6.4 If you wish to change or cancel an order, you can contact us via the methods below, quoting your order number:  
Email: [home@eurocell.co.uk](mailto:home@eurocell.co.uk)  
Telephone: 0808 196 3730  
When you contact us, you will be required to answer a number of security questions in order to verify your identity.
- 6.5 All products and services are subject to availability and may be withdrawn at any time. If we do not supply the products or services for any reason, we will not charge for the products or services and will refund any monies paid and, where applicable, cancel any pending credit application. However, we will not be responsible for compensating you

for any other losses that you may incur as a result of the contract cancellation.

## 7. Deliveries

- 7.1 All products are sold with an approximate delivery period. We will endeavour to supply the products within this timescale, but it may be affected by circumstances outside of our control. A failure to supply your products within this period shall not constitute a breach by us of these terms. We shall advise you of any delay as soon as reasonably practicable and provide you with an updated delivery date.
- 7.2 If we are unable to deliver the product within 6 weeks of the estimated delivery date as a result of you being unable to accept delivery for any reason, we reserve the right to cancel the contract and charge you for any associated costs we have incurred in relation to the manufacture, delivery and storage of the products.
- 7.3 If you wish to change your delivery date for any reason, we require no less than 48 hours' notice. Whilst we will attempt to meet your reasonable request, if we are not provided with at least 48 hours' notice and the delivery cannot take place, we reserve the right to apply a re-delivery charge of £60.00. Please note that if redelivery is not made within 28 working days of the original delivery date, we reserve the right to charge you and you agree to pay a storage fee that reflects the reasonable third party cost incurred by us in arranging the storage of your products to keep them safe.
- 7.4 Our delivery times are between 7am – 7pm, Monday – Saturday excluding bank and public holidays.
- 7.5 We strongly recommend that you are present to sign for and check the products. However, the products may be delivered without your signature if we receive your prior written consent to do so. Consent will need to be given via email at least one working day prior to the delivery being made and should clearly specify a safe outside place, within the boundaries of your property, where the products should be delivered and left. You acknowledge and accept that we shall have no liability to you for any loss, damage, or claims arising due to the products being delivered without signature.
- 7.6 If permission has not been given to leave the products without a signature under clause 7.5, and you are not available to sign for the delivery, the products will be returned to us and we reserve the right to apply a re-delivery charge of £60.00. Please note that if redelivery is not made within 28 working days of the original delivery date, we reserve the right to charge you and you agree to pay a storage fee that reflects the reasonable third party cost incurred by us in arranging the storage of your products to keep them safe.
- 7.7 For supply-only orders, we will only deliver to a safe outside place within the boundaries of your property, and you are responsible for any additional lifting once the delivery has been made.
- 7.8 For supply-only orders, you are responsible for unwrapping and checking the products for any sign of damage, and you must ask the delivery contractor to wait whilst you check the delivery. If you are happy with the delivery, the delivery contractor will ask you to sign a delivery note confirming that you have taken delivery of the products and, if relevant, authorising the finance company to release any outstanding payment to us.
- 7.9 If there is any damage identified, the delivery note should

be signed for as "damaged". Any damage reported to us after signing of the delivery note may not be accepted, and re-makes may be chargeable. The delivery contractor will not take away packaging material but will take away damaged products. For further information on your rights in relation to damaged products, see clause 11 below.

- 7.10 It is your responsibility to carefully check that the products received are the correct specification, and the correct number of items, as shown on the delivery note. You must notify the delivery contractor of any issues or shortages and ensure that these are detailed on the delivery note before a signature is given. Any issues or shortages reported that are not noted at the time of delivery may not be accepted, and re-makes may be chargeable.

## 8. Risk

- 8.1 For windows and doors, all risks relating to the products will pass to you on delivery. We are not responsible for any damage to the products once they have been delivered and signed-for (where applicable).
- 8.2 For garden rooms, all risks relating to the products will pass to you on completion of the installation.
- 8.3 We strongly recommend that you do not contract with builders, or any other third parties, in relation to the products until the order has been received and checked. We are not liable for any additional third-party costs that you may incur as a result of the products arriving late or damaged.
- 8.4 You should ensure that all composite doors are stored in a cool dry place prior to installation. Whilst the doors are weatherproof to the external side, the internal side is not.
- 8.5 We do not recommend installing UPVC products outside of the UK due to thermal expansion. If you choose to install any of our UPVC products outside the UK, we will not be liable for any damage or loss incurred as a result of, or in connection with, such use.

## 9. The Products

- 9.1 Window styles. We will always manufacture window styles to suit the sizes provided. Please note that there is no right or wrong way for mullion widths or transom drops to be divided (see clause 9.6 for further information on the meaning of some of the technical terms used in this clause 9). If you would like a window style to be divided in a specific way, this should be indicated to us at the time of order.
- 9.2 Glass Designs. Some glass designs do not require a backing glass or cannot be used with a backing glass. Details of glass designs can be found on the Eurocell Home website [www.eurocell-home.co.uk](http://www.eurocell-home.co.uk). Alternatively, you can contact us in accordance with clause 6.4 for full details of design options.
- 9.3 Hardware. Unless notified to the contrary, we will fit hardware in a standard position. For example, letterboxes will be fitted centrally, or in-line with the handle, unless the door style does not allow this, and it will then be positioned at the bottom of the door. Knockers will be fitted at approximately 1600mm height from the threshold. Door numerals are sent loose for final positioning. If you would like any hardware fitted to a non-standard position, this must be stated at time of order. Hardware colour excludes hinges and trickle vents as these are usually colour matched to the outer frame.
- 9.4 Profiles. We offer both chamfered and sculptured profile and beading (bead) types. You should note that patio doors

are only available with a chamfered profile. Therefore, should additional items be ordered at the same time as a patio door, we will manufacture all the items with a chamfered profile to match, unless otherwise stated by you at time of order. Please contact us in accordance with clause 6.4 for further details and/or advice.

- 9.5 Top Windows. We will supply top windows (or fan lights) above doors with the same backing glass as is used in the door, if applicable, or otherwise in clear glass. The size of the top window will be made to suit the door unless otherwise stated by you at the time of order. Please contact us in accordance with clause 6.4 for further details and/or advice.
- 9.6 Garden Rooms. Unless notified to the contrary, we will install the garden room using ground screws fixed into a soft surface (such as grass). If you would like the garden room to be installed onto a concrete base, or the surveyor recommends that a concrete base is installed, you must ensure that this is stated at the time of order.
- 9.7 Glossary of technical terms used in this clause 9. We have included a jargon buster on our website which can be found at <https://www.eurocell-home.co.uk/buyers-guide-for-windows-and-doors> which explains the meaning of terms like "mullion" and "chamfered" as used in this clause 9.

## 10. Installations

- 10.1 Where you have placed a supply and installation order, you must ensure that access to the property is made available at the mutually agreed dates for the Survey, installation, and any service calls.
- 10.2 You may be entitled to cancel an installation order for a limited period in accordance with the provisions of clause 14.2.
- 10.3 In order to ensure safe working practices, you must ensure that the area in which work is to be carried out is safe and clear of pets, plants, furniture, breakable items, household residents and any other impediments to safe working.
- 10.4 If you are not present at the site on the agreed date(s) for the installation, unless otherwise agreed in writing, the installation team will wait for up to 20 minutes before aborting the visit. At this time, the appointment will be deemed a 'failed attendance' and will need to be rescheduled. Failed attendances may be subject to a charge to cover our costs and full payment of such charge must be made before any further visits can be arranged and agreed.
- 10.5 After an installation has been completed by one of our installation teams, you will be asked to sign a satisfaction note to say that the installation has been completed to your satisfaction.
- 10.6 If a fault in the installation is reported, a further survey may be required. Any fault due to poor workmanship will be repaired or replaced by us free of charge.
- 10.7 If, in the opinion of the surveyor, there is no fault identified, or the fault is considered by the surveyor to be due to excessive force or misuse, or falls into the "fair wear and tear" category, there may be an attendance charge to cover our costs.

## 11. Issues with the products

- 11.1 All products are checked before they leave the factory however, you should check the products on delivery to ensure that they are the correct size, colour and style.

- 11.2 If you are unhappy with any part of a product supplied, you should not install the product and you should immediately report the issue to us via either of the methods of contacting us outlined in clause 6.4.
- 11.3 For supply-only orders, we cannot accept the return of any products that are damaged after delivery where this is due to your negligence, the negligence of your installation contractor, or the negligence of another third party. You should ensure that only a competent and qualified person carries out the installation of the products supplied. It is recognised that over 90% of remedial work is due to incorrect installation. Please refer to FENSA ([www.fensa.org.uk](http://www.fensa.org.uk)), for further details.
- 11.4 If you request a service call from us to investigate a suspected fault with a product, this will require an upfront payment which will be confirmed to you on the call. The full amount will be refunded if, on inspection, it is determined that there is an issue with the product, or the frame has been installed incorrectly by a Eurocell Home approved installer.
- 11.5 For windows and doors, you should check that the size of the new framework is suitable against the old frame before removing.
- 11.6 It is your responsibility to choose the appropriate product based on the information contained on the Eurocell Home website. If you are in any doubt as to which product to order, please contact us in accordance with clause 6.4 for further assistance.
- 11.7 We cannot accept liability for products installed in a property that does not meet current building regulations.
- 11.8 A product cannot be returned to us if it is subsequently found to be unsuitable for any reason, including without limitation, the dimensions of the product are too large or too small to fit in the intended position, or the products are in poor working order due to improper handling. If a product is found to be unsuitable due to a Eurocell Home error in connection with the Survey this clause shall not apply.
- 11.9 If you find the products to be unsatisfactory, please submit photographic evidence of the fault(s) to us in accordance with clause 6.4. If after examination of this evidence a fault is apparent, we will replace the products free of charge. However, if the products appear to have been mishandled, we may require further investigation to be undertaken. This may involve us taking the product away. If the products have been mishandled, you will be required to cover any costs we have incurred in carrying out this investigation.
- 11.10 If, following an investigation, we find the products to be in good condition, we will inform you of this and will consider the case closed. If you request us to do so, we can arrange to send the products back to you, at your expense. If you are unsatisfied with this outcome, you can request a replacement product at your expense.
- 11.11 We adhere to a strict "credit on return" policy and therefore, the faulty product must be returned to us before we provide a replacement. However, if the product needs to be replaced prior to the return, you must pay in full for the replacement product. When the returned product has been received and inspected by us, if it is found to be faulty then you will be refunded in full for the new product. However, if the product is found to be satisfactory, we can return it to you at your expense, but no refund will be given.

11.12 If you are not satisfied with our handling of your issue, please contact our Head of Commercial Operations at [homeescalations@eurocell.co.uk](mailto:homeescalations@eurocell.co.uk).

## 12. Product Guarantee

12.1 We will provide the products and the services we have agreed to provide in accordance with the contract. The products provided will be as described, fit for purpose and of satisfactory quality, and we will provide the services with reasonable skill and care.

12.2 In addition to the obligations set out in clause 12.1, the products come with a 10-year guarantee. Full details of the Eurocell Home Product Guarantee can be found at [www.eurocell-home.co.uk/product-guarantees](http://www.eurocell-home.co.uk/product-guarantees).

## 13. Our right to suspend supply of the products

13.1 We may have to suspend the supply of a product to you in order:

13.2 to deal with technical problems or make minor technical changes;

13.3 to update the product to reflect changes in relevant laws and regulatory requirements; and

13.4 to make changes to the product as requested by you or notified by us to you (see clause 6 above).

13.5 We will contact you in advance to tell you we will be suspending supply of the product, unless the problem is urgent or an emergency.

## 14. Your Cancellation Rights

14.1 Although ordinarily you have a legal right to change your mind about an order within 14 days of placing it and receive a refund under the Consumer Contracts Regulations 2013, this right does not apply in respect of the type of customised products we provide, because they are made to your particular specifications. We will allow you to cancel an order, but we may charge for costs we have already incurred in fulfilling your order in accordance with clause 6.3. Your cancellation rights in relation to any of our finance products can be found at [www.eurocell-home.co.uk/finance](http://www.eurocell-home.co.uk/finance).

14.2 If you have ordered an installation service from us, you have a right to cancel this service by contacting us in accordance with clause 6.4. You have 14 days after the day you make a final payment, in accordance with clause 3.6.1, to change your mind. To cancel the installation services please let us know by contacting us in accordance with clause 6.4 or by printing off and completing the form at the end of these terms and conditions and posting it to the address on the form.

14.3 If you are entitled to cancel the installation service in accordance with clause 14.2, we will refund you the price you paid for the service by the method you used for payment. We will make the refund payment as soon as possible and, in any event, within 14 days of you cancelling the installation service.

14.4 Clause 14.1 shall not apply, and you may end the contract immediately, and we will refund you in full for any products which have not been provided to you, in the following circumstances:

14.4.1 we have told you about an error in the price or description of the product or services you have ordered, and you do not wish to proceed;

14.4.2 we have told you that the supply of the products or services may be significantly delayed because of events outside our control;

14.4.3 we have suspended supply of the products for technical reasons, or notify you we are going to suspend them for technical reasons, as set out in clause 13 above; or

14.4.4 you have a legal right to end the contract because of something we have done wrong.

14.5 You can end the contract before we have delivered the products and (where we have been contracted to do so) completed the installation, but you may have to pay us compensation. 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 you ending the contract. The amount will depend on the date on which you end the contract.

## 15. Our Cancellation Rights

15.1 We may end the contract at any time, by writing to you, if:

15.1.1 you do not make any payment to us when it is due;

15.1.2 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;

15.1.3 you do not, within a reasonable time, allow us to deliver the products to you; or

15.1.4 you do not, within a reasonable time, allow us access to your premises to supply the services.

15.2 If we end the contract in the situations set out in clause 15.1, we will refund any money you have paid in advance for products we have not provided, but we may deduct or charge reasonable compensation for the net costs we will incur as a result of the contract being broken by you, which may include manufacturing, delivery and storage costs. The amount of the compensation will depend on the date on which you end the contract.

15.3 If we end the contract in the situations set out in clause 15.1, and where the products have been purchased on finance and the finance company has not released any funds to us, we may recover directly from you, and you agree to pay, the balance of any sums due to us.

## 16. Data Protection

16.1 In the course of dealing with your order we will use the personal information you provide us to administer and process your order, and where, for example, we use a third party installer to carry out certain services on our behalf, we will provide relevant personal information you have given us to that third party. When you contact us by telephone, those calls may be monitored and/or recorded for quality control and training purposes.

16.2 We will treat, and ensure any third party used by us treats, any personal information you give us in connection with an order in accordance with our privacy policy which is set out here [www.eurocell-home.co.uk/privacy-policy](http://www.eurocell-home.co.uk/privacy-policy).

## 17. Events outside our control

We shall not be liable for delay in performing, or failure to perform, any of our obligations under the contract if such delay or failure results from civil unrest, strike, acts of God, pandemic or epidemic, terrorism or any other such event outside of

our reasonable control. In such circumstances, we shall be entitled to a reasonable extension of time for performing such obligations.

**18. Limitation of Liability**

- 18.1 We are responsible to you for foreseeable loss and damage caused by us. However, you acknowledge that if there are pre-existing structural issues at your property, or if other changes are being made to your property at the same time, we cannot be responsible for any loss or damage caused by such issues or changes. You also acknowledge that the installation of our products may result in minor collateral changes in the area where the products are installed which are a normal consequence of the installation, and that we will not be responsible for any claims for loss or damage in this respect. 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.
- 18.2 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 as a consumer.
- 18.3 We shall use reasonable endeavours during the Survey to ensure that adequate building structures are in place, however we shall not be liable for delays as a result of unforeseen building works. We do not undertake structural surveys.
- 18.4 It is your responsibility to ensure that the installation of our products does not breach any leaseholder agreements, planning regulations or warranties you may hold.
- 18.5 By necessity, in order to facilitate the installation, holes will be made in the fabric of the structure to which our products are to be fixed. Whilst every effort and care will be taken during this procedure, we accept no liability for any unforeseen resulting damage or for holes left in the structure when products are removed.
- 18.6 It is your responsibility to determine whether any planning permission is required for the products to be installed. We will not be liable for any costs, expenses, loss, or claims for compensation, or any other liability arising directly or indirectly as a result of you being unable to obtain planning permission approval. We strongly recommend that you secure any necessary approvals prior to arranging the installation.

**19. Contact between us and you.** Where we may give you notice, at either the email or postal address provided on the order, this is deemed to have been served 24 hours after the email is sent or 48 hours after the date of posting the letter.

**20. If a court finds parts of this contract unlawful,** the rest will continue in force. If any court or competent authority decides that any of the provisions of these terms are invalid, unlawful or unenforceable to any extent, the term will to that extent only, be severed from the remaining terms, which will continue to be valid to the fullest extent permitted by law.

**21. Even if we delay in enforcing the 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 the contract between us, that will not mean that you do not have to do those things and it will not prevent us from taking steps against you at a later date.

**22. We may vary or update these terms.** We may update, vary, and amend these terms from time to time without prior notice. When you place an order, the terms in force at that time will apply (as set out on our website [www.eurocell-home.co.uk](http://www.eurocell-home.co.uk)). Please check on our website to ensure that you understand which terms apply. These terms were last updated on 6th April 2021. If any material changes are implemented after you make an order we will contact you with the relevant details and if you do not wish to proceed with an order because of any such changes, you may cancel the order within 14 days of us notifying you of the changes, and we will refund any sums paid by you for products not provided.

**23. Only you have rights under the contract (except someone you pass your guarantee on to).** The contract is between you and us. No other person shall have any rights to enforce any of its terms, except in respect of our guarantee.

**24. Which laws apply to the contract.** These terms shall be governed by the laws of England and Wales and both parties agree to the non-exclusive jurisdiction of the courts of England and Wales.

**25. Alternative Dispute Resolution.** If we have been unable to resolve your complaint for you in accordance with clause 11.12, you may wish to use the Alternative Dispute Resolution Service provided by TGAS further details of which can be found at [www.tgas.co.uk](http://www.tgas.co.uk). Until the end of the transition period of Brexit, you may submit your complaint to the EU Online Dispute Resolution (ODR) platform via their website at [//ec.europa.eu/odr](http://ec.europa.eu/odr).

**26. Cancellation**

Cancellation Form

To: Eurocell Building Plastics Limited  
Address: Eurocell Head Office and Distribution Centre, High View Road, South Normanton, Alfreton, DE55 2DT Email address: [home@eurocell.co.uk](mailto:home@eurocell.co.uk)

I/we hereby give notice that I/we cancel my/our contract for the supply of services, as per the details below:

Ordered on/received on:.....

Name of consumer(s):.....

Address of consumer(s):.....

Signature of consumer(s) (only if this form is notified on paper):

.....

Date:.....