

Deposit Protection & Stage Payment Protection Terms & Conditions

Definitions

Associated Loss means any loss or damage incurred by the Customer other than the loss of any Required Payment(s) paid by the Customer to the Installer prior to the Relevant Date in respect of the Works, for example, interest on loans, bank charges, local authority charges, loss of or damage to fixtures or fittings, furniture, carpets, curtains, interior or exterior decoration, the structure or fabric of buildings or sheds or any similar loss or damage.

Balance means the greater of:

- (a) 75% of the Contract Price; and (b) the difference between the Contract Price and the amount paid by the Customer by way of deposit.

Ceased Trading means ceasing to trade due to; for limited companies and limited liability partnerships, the appointment of a Liquidator, Receiver or Administrator, or in respect of a sole trader or partnership business the winding up of the business due to the Bankruptcy, State Retirement or Death of the Principal(s).

Customer means a person or body corporate named overleaf who engages with the Installer for the Installer to carry out the Works.

Contract Price means the agreed contract price as notified to the Customer by the Guarantor on acceptance of the Customer's application for Deposit Protection and/or Staged Payment Protection Benefit.

Force Majeure Event means an event or circumstance beyond the reasonable control of the Installer or the Guarantor which causes the delay in performing, or failure to perform, any of the installer's obligations, including but not limited to, acts of God, war, acts of terrorism, any labour or trade disputes, strikes or industrial action, or any nuclear, chemical or biological contamination or sonic boom.

Independent Network/Network VEKA/Guarantor means Network VEKA Ltd of Farrington Road, Burnley BB11 5DB.

Installer means the Independent Network registered installer who is to fit the Works.

Deposit means the deposit paid by the Customer to the Installer as notified to the Customer by the Guarantor on acceptance of the Customer's application for Deposit Protection and/or Staged Payment Protection Benefit.

Membership Number/Guarantee Reference Number means the Reference Number notified to the Customer by the Guarantor on acceptance of the Customer's application for Deposit Protection and/or Staged Payment Protection Benefit.

Relevant Date means the date on which the Installer Ceased Trading.

Relevant Refund means:

- (a) Where the Works are started but Stage 2 has not been reached, the amount paid by the Customer to the Installer up to the Relevant Date up to a maximum of 50% of the Contract Price; or
- (b) Where Stage 2 has been reached, but the Works have not been completed, the amount paid by the Customer to the Installer up to the Relevant Date up to a maximum of 75% of the Contract Price.

Required Payment means:

- (a) In the case of a deposit, a sum not exceeding 25% of the Contract Price;
- (b) In the case of a payment to Stage 1, a sum not exceeding 50% of the Contract Price (or where a separate deposit is to be paid, a sum not exceeding 25% of the Contract Price); and
- (c) In the case of a payment to Stage 2, a sum not exceeding 75% of the Contract Price (or where a separate deposit and payment to Stage 1 is to be paid, a sum not exceeding 25% of the Contract Price).

Stage means any Stage 1 or Stage 2.

Stage 1 means the Site has been prepared and is ready for the frames and roof to be delivered.

Stage 1 Balance means the greater of;

- (a) 50% of the Contract Price; and
- (b) The difference between the Contract Price and the amount paid by the Customer by way of staged payments to the Relevant Date.

Stage 2 means the frames and roof have been delivered to the Site but the Works have not yet been completed;

Stage 2 Balance means the greater of:

- (a) 75% of the Contract Price; and
- (b) The difference between the Contract Price and the amount paid by the Customer by way of staged payments to the Relevant Date.

Staged Payment means any interim payment made by a Customer towards the Contract Price during the installation of the Works.

Works means the works described overleaf.

Deposit Protection Benefit

Deposit Protection Benefit only applies if the Customer has applied for and been registered for Deposit Protection Benefit before the Installer Ceased Trading. If the Installer Ceased Trading following receipt of the Deposit and before the Works have started, and the Guarantor is able to find another Independent Network registered Installer who is willing to carry out the Works, the Guarantor will arrange for that Installer to complete the Works in return for the payment by the Customer of the Balance. If the Guarantor is not able to find another Independent Network registered Installer who is willing to carry out the Works, the Guarantor will refund to the Customer the amount paid by the Customer to the Installer by way of deposit, up to a maximum of 25% of the Contract Price or £10,000 (or the equivalent figure in euros if applicable, calculated using the Bank of England's exchange rate on the date of the claim).

Staged Payment Protection Benefit

Staged Payment Protection Benefit only applies if the Customer has applied for and been registered for Staged Payment Protection Benefit before the Installer Ceased Trading and is only available for orders for Porches, Sun Lounges, Sun Rooms, Orangeries and Conservatories. If the Installer Ceased Trading after the Works are started but before Stage 2 is reached, and the Guarantor is able to find another Independent Network registered Installer who is willing to complete the Works, the Guarantor will arrange for that Installer to complete the Works in return for the payment by the Customer of the Stage 1 Balance.

If the Installer Ceased Trading after Stage 2 is reached, but before the Works are completed and the Guarantor is able to find another Independent Network registered Installer who is willing to complete the Works, the Guarantor will arrange for that Installer to complete the Works in return for the payment by the Customer of the Stage 2 Balance. If the Guarantor is not able to find another Independent Network registered Installer who is willing to complete the Works, the Guarantor will pay the Relevant Refund to the Customer.

Term

Deposit Protection Benefit lasts for 3 months from the date of the order or until the Works are started, if less.

Staged Payment Protection Benefit lasts for 4 months from the date of the order or until the Works are completed, if less.

If the Works are delayed, the Customer should contact the Guarantor who may agree to extend the relevant term.

Exclusions

The Guarantor shall not be liable under this guarantee:

1. Where the Installer has not Ceased Trading and has not, in respect of a Limited Company or Limited Liability Partnership entered into Liquidation, Receivership or Administration, or in respect of a sole trader or partnership business, where the principal(s) have entered into formal Bankruptcy proceedings, have state retired or have died;
2. If the loss is or can be insured under a household policy or compensation is provided by legislation in respect of it e.g., S75 of the Consumer Credit Act 1974 or if it is recovered from the Installer;
3. For any Associated Loss suffered or incurred by the Customer, provided that nothing in this paragraph shall be taken to exclude or limit the Guarantor's liability in relation to death or personal injury arising from its negligence or for fraudulent misrepresentation or for any other liability which cannot lawfully be excluded or limited;
4. For any loss of use or damage caused by a Force Majeure Event;

5. If loss or damage is or would but for the existence of this guarantee be covered by any other warranty or guarantee or policy except in respect of any excess beyond the amount which would have been payable under such other warranty guarantee or policy had this guarantee not been provided;
6. For any works undertaken without the consent of the Guarantor after the Installer Ceased Trading.

Conditions

1. In the event that the Customer makes a claim under this Guarantee, the Guarantor reserves the right to determine the most suitable remedy for the Customer when dealing with the claim;
2. The Customer shall take all responsible precautions to avoid losses which are or may be recoverable under this guarantee;
3. The Guarantor may at its expense take such proceedings as it sees fit in the name of the Customer to enforce any rights and remedies against or obtain relief or indemnity from other parties to which the Guarantor shall be or may become entitled or subrogated under this Guarantee and the Certificate Holder shall at the request and expense of the Guarantor do such acts and things as may reasonably be required by the Guarantor;
4. If any dispute shall arise as to the amount to be paid under this Guarantee (liability being otherwise admitted) such dispute shall be referred to an Arbitrator to be appointed by the parties in accordance with the statutory provisions then in force. Any making of an award shall be a condition precedent to any right of action against the Guarantor;
5. The Customer's benefits under this Guarantee is governed by English Law and will be forfeited if that Customer knowingly makes a fraudulent claim. Failure to comply with the above or any of these Terms and Conditions will invalidate any future claim;
6. In the event of any claim by the Certificate Holder under this Guarantee, the Certificate Holder shall be liable to pay the first £100 (or the equivalent figure in euros if applicable, calculated using the Bank of England's exchange rate on the date of the claim).

Notification of Variation or Claim

Where there is any event which leads to change in the relationship between the Customer and the Installer, including but not limited to an amendment, variation, frustration or termination of the agreement for the Works, the Certificate Holder must notify the Guarantor of such event and the subsequent change in relationship within 5 (five) days of the event and/or the change taking place. The Guarantor must be advised within 30 (thirty) days of any potential claim under this Guarantee. The Certificate Holder shall provide the Guarantor with written notice, setting out the nature of the claim and its full particulars (Notice of Claim) together with relevant supporting documents including, but not limited to:

- a) The Installers Contract
- b) Dated proof of payment in the form of bank statements, card statements including card reader receipts, electronic transfer information and printed receipt of payment on the Installer company letterhead. Handwritten receipts or unsubstantiated claims of cash payments will not be accepted

Where a claim is made under this Guarantee, upon receipt of the Notice of Claim and the relevant supporting documents, we will consider your claim. If your claim is accepted, we will notify you of the proposed action to be undertaken. Following completion of any authorised work, you must check that all work has been completed to a satisfactory level. You must inform us of any potential issues immediately and you must not sign any documentation until you have received our further instructions. **Work carried out without first receiving written authorisation from the Guarantor will invalidate this Guarantee.**

Enquiries and Complaints

Any notice or other communication given to a party under or in connection with this Guarantee shall be in writing and shall be: delivered by hand or by pre-paid first class post or other next working day delivery service at its principal place of business: or sent by fax to its main fax number or sent by email to the email address of such party. A notice or other communication shall be deemed to have been received: if delivered by hand, on signature of a delivery receipt or at the time the notice is left at the proper address: if sent by pre-paid first class post or other next working day delivery service, at 0900 on the second Business Day after posting or at the time recorded by the delivery service: or, if sent by fax or email, the next Business Day after transmission. This clause shall not apply to the service of proceedings or other documents in any legal action.

Any enquiries or complaints you may have regarding this Guarantee should be addressed to Network VEKA Limited, Farrington Road, Burnley BB11 5DB (tel: 01282 473 170). Please quote our Membership Number/Guarantee Reference Number.

Data Protection

Under this Guarantee, in respect of the information that the Customer provides to the Installer for the purposes of engaging the Installer, the Installer is the Data Controller. This information will then be passed to the Guarantor, who will process this data for the purposes of entering in this Guarantee. The Guarantor will then be classified as the Data Controller as they will collect and retain information about you when entering into this Guarantee with you. For example, we will collect and retain your name, address, telephone number and email address. The Guarantor will need to process that personal information in order to process your Guarantee and the Guarantor has a legitimate interest to hold that information in order to respond to any query or claim which may arise prior to you entering into this Guarantee. On entering into this Guarantee, the Guarantor shall retain the personal information you have provided to it as it has a contractual obligation to handle any queries or claims under this Guarantee.

In the event of a claim, the Guarantor may collect and retain further information for the purposes of responding and handling your claim. The Guarantor will process that personal information in order to process your Claim and the Guarantor has a legitimate interest to hold that information in order to process your claim under the terms of this Guarantee. The Guarantor will retain your information for the duration of this Guarantee or, where there remains an active claim following the expiry of the terms of this Guarantee, until the completion of that active claim. Where you have given us consent to do so, we may use your information, or pass your information to our Affiliated partners, in order to inform you of any products or services which we feel may be of interest to you. Please note that unless you have consented to us doing so, so your information will not be passed to any other parties.

For more information regarding how we will process your data, and information on your rights in relation to this data, please review our Privacy Policy which can be found here at <https://www.inveka.co.uk/privacy-policy/>

