

## Definitions

**Business Day** means a day, other than Saturday, Sunday, or public holiday in England, when banks in London are open for business

**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)

**Certificate Holder** means a person or body corporate named overleaf who engages with the Installer for the Installer to carry out the Works

**Consequential Loss** means any indirect, special or consequential damages or losses suffered or incurred by the Certificate Holder and, for the purposes of this Guarantee, indirect, special or consequential damages or losses shall include, but are not limited to: (i) damages to or losses of data, furniture or equipment; (ii) economic loss or damage; (iii) damage to or loss of profits, interest, business revenue, anticipated savings, business or goodwill; (iv) any losses, costs or expenses which are not directly incurred by the Certificate Holder wholly in respect of or which are additional to the remedial work for which the indemnity is provided by this Guarantee; (v) the costs and expenses of any redecoration, repainting or retiling work; (vi) the costs and expenses of removing and/or replacing any cupboards, carpets or other furniture, or any other interior or exterior fixtures or fittings; (vii) the costs incurred from any loss of use or from a requirement for inspection by a local authority; and (viii) the incurring of liability for losses or damages of any nature whatsoever suffered by third parties (including in each case incidental and/or punitive damages) even if the Guarantor is advised in advance of the possibility of any such losses and/or damages

**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 Rd, Burnley BB11 5DB

**Installer** means the Independent Network registered Installer who is to fit the Works

**Maintenance** means routine upkeep including, but not limited to i) lubrication of hinges and locks; ii) checking for faulty operation of hardware, tracks, runners, mountings, and mechanisms

**Period Of Guarantee** means 10 years from completion date or the period stated in the Installer's own Written Guarantee, whichever is the lesser

**Product Fault** means a fault in any of the products installed by the Installer when carrying out the Works

**Works** means the Works described on the schedule

**Written Guarantee** means the Written Guarantee or warranty issued by the installer in respect of the works

## Exclusions - The Guarantor shall not be liable under the guarantee:

1. Any defect that would not have been recoverable under the Written Guarantee;
2. 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 or principals have entered into formal Bankruptcy proceedings, have state retired or have died.
3. For the cost of routine maintenance, overhaul or modifications or loss or damage arising therefrom, any damage or defect caused by any peril capable of being insured under a commercial property, household or similar policy of insurance whether or not such insurance is effective or in force at the time or for which compensation is provided by legislation;
4. Any costs which are recoverable from another source e.g., S75 of the Consumer Credit Act 1974
5. For any Consequential Loss suffered or incurred by the Customer, provided that nothing in this paragraph shall be taken to exclude or limit Network VEKA's liability in relation to death or personal injury arising from its negligence or for any fraudulent misrepresentation or for any other liability which cannot lawfully be excluded or limited;
6. For any loss of use or damage caused by a Force Majeure Event;
7. For any damage caused by fair wear and tear, sunlight, storm, or deterioration due to neglect in maintenance;
8. Sealed units and items of door and window furniture, tracks, runners, mountings, mechanisms and trims where the fault arises after the expiry date of the Installer's original warranty;
9. Any defect in the door or window locks, hinges, or handles that become apparent more than 12 months after the insurance cover start date;
10. Breakage of glass for any reason;
11. For the rectification of defective design of the Works but not damage to the Works resulting therefrom unless otherwise excluded;
12. Any defect reported to the Installer more than 90 days before the Installer ceased to trade;
13. Any defect in the base or foundations or brickwork of a conservatory or porch that becomes apparent more than 2 years after the insurance cover start date;
14. For any remedial work undertaken without the consent of the Guarantor.

## Conditions

1. In the event that the Certificate Holder 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, including repairing any defects, replacing any items or providing a refund;
2. The Certificate Holder shall take all reasonable precautions to avoid losses that are or may be recoverable under this Guarantee;
3. The Certificate Holder's benefit under this Guarantee is governed by English Law and will be forfeited if that Certificate Holder knowingly makes a fraudulent claim;
4. The Guarantor may at its expense take such proceedings as it sees fit in the name of the Certificate Holder 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;
5. 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;
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) per Product Fault;
7. The amount payable under this guarantee shall not exceed the Contract Price as stated on the schedule plus a sum of up to £500 (or the equivalent figure in euros if applicable, calculated using the Bank of England's exchange rate on the date of the claim) in respect of any surveyor's charges payable in proving any claim.

### Notification of Variation or Claim

Where there is any event which leads to change in the relationship between the Certificate Holder 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) The Guarantee Certificate from Network VEKA Ltd
- c) 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
- d) Installers Written Guarantee

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.**

### Notices

#### 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.

### Transferability

The Certificate Holder can assign their interest under this Guarantee to successors in title, provided:

- a) The successor is the owner or occupier of the address where the installation of the Works occurred
- b) The period of Guarantee has not expired
- c) The installer has not Ceased Trading

There will be an administration charge to cover the cost of a transfer. The amount of such a fee will be determined by the Guarantor from time to time. The Certificate Holder will be notified of the amount of such a fee on receipt by the Guarantor of a written request to transfer the rights under this Guarantee within 1 (one) month of the date of change.

#### Enquiries and Complaints

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 Certificate number (shown in the schedule) so that your enquiry can be dealt with quickly.

### 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 into 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, 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/>

