

Terms & Conditions

Luxica Awnings & Pergolas Ltd

These Terms & Conditions apply to the supply of goods and/or installation services by Luxica Awnings & Pergolas Ltd. They should be read together with the accepted quotation, specification and any written variations agreed between the parties.

1. Definitions

- 1.1. "Company" refers to Luxica Awnings & Pergolas Ltd.
- 1.2. "Customer" means the individual or business who agrees to purchase goods and/or services from the Company.
- 1.3. "Goods" means awnings, pergolas, verandas, glass rooms, canopies, screens, blinds and any associated materials, components or accessories supplied by the Company.
- 1.4. "Services" means installation, survey work and any other work carried out by the Company.
- 1.5. The quotation, accepted specification, these Terms & Conditions and any written variations together form the contract between the Company and the Customer.

2. Quotations and Orders

- 2.1. All quotations provided by the Company are valid for 30 days from the date of issue unless otherwise stated.
- 2.2. A contract is formed when the Customer accepts the quotation in writing and pays the deposit as outlined in clause 4.
- 2.3. Quotations are based on the information available at the time and may be subject to confirmation following a site survey or technical assessment.
- 2.4. Where a technical issue is identified following a survey, the Company may propose a reasonable change to the specification or price. No material change will be made without the Customer's agreement.
- 2.5. Any drawing, visual, mock-up or illustration is intended to show the general appearance of the proposed installation and may not be precisely to scale unless expressly stated otherwise.

3. Pricing and Variations

- 3.1. All prices are quoted in GBP (£) and are exclusive of VAT unless otherwise stated.
- 3.2. Any variation to the original specification requested by the Customer may result in a price adjustment.
- 3.3. Additional work not included in the accepted quotation, including unforeseen structural work, specialist access, additional steelwork or remedial work to the existing property, will be quoted separately before being undertaken where reasonably practicable.

4. Payment Terms

- 4.1. A 50% deposit is required upon acceptance of the quotation to secure the order and schedule work, unless an alternative payment schedule is agreed in writing.
- 4.2. The remaining 50% balance is payable upon completion of the job unless otherwise stated in the quotation.
- 4.3. All invoices are due for payment within 7 calendar days of the invoice date unless a different due date is stated.
- 4.4. The Company may withhold handover documentation, warranty service beyond statutory obligations, or further non-essential attendance while undisputed sums remain overdue.

5. Cancellations & Refunds

- 5.1. Deposits are non-refundable once bespoke materials have been ordered or work has commenced, subject always to any statutory cancellation rights that apply to the Customer.
- 5.2. Any cancellations must be made in writing.
- 5.3. If the Customer cancels the contract after work has commenced or after bespoke/non-returnable materials have been ordered, the Customer shall be liable for all reasonable costs incurred by the Company up to the point of cancellation, subject to applicable consumer law.
- 5.4. Nothing in these Terms & Conditions removes any cancellation right that a consumer is entitled to exercise under applicable law.

6. Delivery, Site Access & Installation

- 6.1. Any delivery, production or installation dates, lead times or timescales provided by the Company are estimates only. They are given as a guide and should be treated with discretion rather than as guaranteed completion dates.

- 6.2.** The Company shall not be liable for unforeseen production, manufacturing, supplier, delivery or installation delays, or for delays caused by circumstances beyond its reasonable control, including adverse weather, material shortages, supplier delays, transport disruption, site access problems or other events outside the Company's reasonable control.
- 6.3.** Where a delay occurs, the Company will use reasonable efforts to keep the Customer informed and to arrange a revised production, delivery or installation date as soon as reasonably practicable.
- 6.4.** The Customer is responsible for providing safe and reasonable access to the installation area at the agreed time, including clear access for personnel, materials and equipment.
- 6.5.** The Customer must disclose any known concealed services, drainage, cables, pipes, structural defects or other site conditions that may affect the installation.
- 6.6.** Where the installation relies on an existing wall, roof, slab, paving, foundation or other structure, the Company is not responsible for pre-existing defects, movement, failure or deterioration in that structure unless caused by the Company's negligence.
- 6.7.** The Customer is responsible for removing or protecting furniture, vehicles, ornaments and other possessions in or around the working area unless otherwise agreed.

7. Planning Permission and Other Approvals

- 7.1.** The Customer is responsible for determining whether planning permission, building regulations approval, listed building consent, conservation-area consent, landlord/freeholder consent, covenant consent or any other permission or approval is required for the installation.
- 7.2.** The Company is not responsible for seeking, applying for or obtaining any such permission or approval unless the Company has expressly agreed in writing to do so as part of the contract.
- 7.3.** The Customer remains responsible for the accuracy of information provided to any planning authority or other approving body and for any fees or professional costs associated with obtaining approval.
- 7.4.** The Company is not responsible for enforcement action, alteration, removal or associated costs arising solely because a required permission or approval was not obtained, except to the extent that liability cannot lawfully be excluded.

8. Product Characteristics, Water Ingress & Condensation

- 8.1.** Awnings, pergolas, verandas, glass rooms and similar systems are outdoor structures designed to provide weather protection within the intended operating limits of the relevant product. They should not be treated as fully sealed, insulated or thermally controlled habitable rooms unless expressly specified as such.
- 8.2.** Glass rooms, verandas and aluminium/glass garden structures are designed to provide substantial protection from the weather but are not guaranteed to be completely watertight in every weather condition. Small or occasional water ingress may occur during driving rain, strong winds, extreme weather or particular wind direction and does not, by itself, indicate a defect.
- 8.3.** Persistent water ingress caused by a confirmed defect in materials supplied by the Company, seals fitted by the Company or installation workmanship remains subject to the applicable warranty.
- 8.4.** Condensation may naturally occur on glass, aluminium and other surfaces, particularly during colder or wetter periods or where there is a significant temperature difference. Normal condensation is not considered a product defect.
- 8.5.** Temperatures within glass rooms, verandas and similar uninsulated garden structures may become significantly warmer in summer and colder in winter. This is an inherent characteristic of the product and is not a defect.
- 8.6.** Furniture, flooring, electrical items and other contents placed within an outdoor or semi-outdoor structure should be suitable for that environment. The Company is not responsible for damage to unsuitable contents caused by normal condensation or permitted minor water ingress, subject to liabilities that cannot lawfully be excluded.

9. Electrical Supply, Drainage and Maintenance

- 9.1.** Where electrical products are included, the Customer is responsible for ensuring that a suitable electrical supply is available unless electrical works are expressly included in the quotation.
- 9.2.** The Company is not responsible for faults caused by the Customer's electrical installation, unsuitable power supply, power surges or third-party electrical work.
- 9.3.** Gutters, channels, tracks, drainage outlets and moving components must be kept reasonably clean and free from leaves, dirt and debris. Damage or water ingress caused by blocked drainage or lack of reasonable maintenance is not covered by the Company's warranty.
- 9.4.** Motorised awnings, retractable roofs, screens and similar products must be operated in accordance with their intended use and should not be operated outside their stated weather or wind limits.
- 9.5.** Retractable awnings are primarily designed to provide sun and shade protection. They must be retracted during strong winds, gusting winds, storms or other adverse weather conditions and must not be left extended when the property is unattended where adverse weather is reasonably foreseeable.
- 9.6.** Where an awning is fitted with a wind sensor or other automatic weather sensor, the sensor is an additional safety aid only and must not be relied upon as the sole means of protecting the awning. Sensors may be affected by power loss, battery failure, obstruction, settings, maintenance issues or

rapidly changing weather conditions. The Customer remains responsible for retracting the awning when strong winds or adverse weather are expected or present.

9.7. The Company is not responsible for wind damage arising because an awning was left extended in strong winds or adverse weather, including where a wind sensor did not activate or did not retract the awning in time, except to the extent that the loss was caused by a defect in a Company-supplied component or installation and liability cannot lawfully be excluded.

9.8. Retractable blinds and screens must be retracted during high winds, gusting winds, storms or other conditions outside their stated operating limits. Damage caused by leaving blinds or screens deployed in unsuitable weather conditions is not covered by the Company's warranty.

10. Warranty

10.1. Products purchased from and installed by the Company are covered by the Company's 5-year product and installation guarantee from the date of installation, subject to these Terms & Conditions and the separate guarantee document.

10.2. The guarantee covers defects in materials/components supplied by the Company and installation workmanship carried out by the Company.

10.3. Products supplied by the Company but installed by the Customer or by any third party are not covered by the Company's 5-year product and installation guarantee. Any manufacturer warranty that may separately apply will be subject to the manufacturer's own terms.

10.4. The guarantee does not cover damage caused by misuse, neglect, accidental or impact damage, vandalism, incorrect operation, failure to follow operating guidance, exceptional weather beyond product limits, blocked drainage, external electrical faults, normal weathering or cosmetic ageing.

10.5. Repairs, alterations, removal, repositioning or modification by any person other than the Company or a contractor authorised by the Company may invalidate the guarantee for the affected part of the installation.

10.6. Accidental glass breakage is not covered. Any alleged visual defect in glass will be assessed against applicable glazing quality standards.

10.7. A warranty claim should be reported to the Company as soon as reasonably practicable after the issue becomes apparent, with photographs or video where useful.

10.8. Where a valid warranty claim is accepted, the Company will repair or replace the affected covered component and provide the required Company labour without charge.

10.9. This guarantee is additional to, and does not affect, any statutory rights available to consumers.

11. Customer-Supplied Information and Third-Party Works

11.1. The Company is entitled to rely on dimensions, drawings, photographs, site information and other details supplied by the Customer or the Customer's representatives unless the Company has agreed to verify them.

11.2. Where the Customer provides measurements, dimensions or other sizing information for the manufacture of a product, the Customer is responsible for ensuring that the information supplied is complete and accurate.

11.3. If a product has been manufactured, ordered or otherwise committed to production based on measurements supplied or approved by the Customer, and those measurements are later found to be incorrect, the Company will not be responsible for the cost of remanufacture, replacement, alteration, additional delivery or reinstallation. Any replacement or modification required as a result of incorrect Customer-supplied measurements will be chargeable to the Customer. This clause does not apply where the Company has carried out and approved the final site measurements itself and the error arose from those measurements.

11.4. The Company is not responsible for delays, additional costs or defects caused by inaccurate information supplied by the Customer or by work carried out by third parties before, during or after the Company's installation.

11.5. Where the Customer arranges separate builders, electricians, landscapers or other contractors, the Customer is responsible for coordinating those works unless the Company has expressly agreed otherwise.

12. Liability

12.1. Subject to clause 12.4, the Company's liability for any claim arising from the contract shall not exceed the price paid by the Customer for the affected Goods and Services, to the extent that such a limitation is lawful.

12.2. Subject to clause 12.4, the Company is not liable for indirect or consequential loss where such exclusion is lawful.

12.3. The Company is not responsible for loss arising from matters outside its reasonable control or from defects in an existing property, supporting structure or third-party work, except where caused by the Company's breach of contract, negligence or other liability that cannot lawfully be excluded.

12.4. Nothing in these Terms & Conditions excludes or limits liability for death or personal injury caused by negligence, fraud or fraudulent misrepresentation, or any other liability that cannot lawfully be excluded or limited. Nothing in these Terms & Conditions affects a consumer's statutory rights.

13. Retention of Title

13.1. Ownership of the Goods remains with the Company until full payment has been received.

14. Force Majeure

- 14.1.** The Company will not be responsible for failure or delay in performing its obligations where this results from events beyond its reasonable control, including severe weather, fire, flood, industrial action, transport disruption, supplier failure, material shortages, utility interruption, government action or other comparable events.
- 14.2.** Where such an event occurs, the Company will use reasonable efforts to minimise delay and resume performance as soon as reasonably practicable.

15. Complaints and Disputes

- 15.1.** Any complaint should be raised with the Company as soon as reasonably practicable so that the issue can be investigated and, where appropriate, remedied.
- 15.2.** The parties will use reasonable efforts to resolve any dispute directly before commencing court proceedings.

16. Governing Law

- 16.1.** These Terms & Conditions shall be governed by and construed in accordance with the laws of England and Wales.
- 16.2.** Any disputes shall be subject to the jurisdiction of the courts of England and Wales, subject to any mandatory rights a consumer may have to bring proceedings in another applicable court.

17. Awning Fabric Characteristics & Care

- 17.1.** Awning covers are high-performance, industrially manufactured textile products. Even with first-class, quality-controlled fabrics, certain visual characteristics can occur as a result of manufacture, folding, sewing, rolling and the tension applied during normal use. These characteristics do not, by themselves, indicate a defect.
- 17.2.** Crease lines or darker lines may occasionally be visible in the fabric, particularly in lighter colours. These can arise where the fabric has been folded during manufacture and may become more noticeable when viewed against the light. This is a normal characteristic of awning fabric.
- 17.3.** Puckering, rippling or waviness may occur around seams, hems or within the main fabric panel. This can result from the additional layers of fabric at stitched or bonded seams and from differences in fabric thickness and tension. Minor puckering or rippling is not considered a manufacturing defect.
- 17.4.** Tension from the folding arms and front profile may cause some stretching at the side hems over time. This can make side seams or hems appear slightly rolled, stretched or uneven when the awning is extended. Minor tension-related changes of this type are a normal characteristic of the product.
- 17.5.** Awning fabrics are primarily intended to provide sun and shade protection. Depending on the fabric, pitch and installation, they may provide resistance to brief, light rainfall, but an awning is not intended for prolonged or heavy rainfall. The awning should be retracted during prolonged rain, heavy rain, strong winds or other adverse weather.
- 17.6.** If the awning fabric becomes wet, it should be allowed to dry fully as soon as weather conditions safely allow. Where an awning has been retracted while wet, it should be extended again at the next suitable opportunity to dry. Failure to do so may contribute to water marking, staining, mildew or deterioration.
- 17.7.** Normal creasing, seam puckering, tension-related stretching, minor rippling and other inherent textile characteristics described above are not covered as faults under the Company's guarantee. Genuine defects in the fabric or manufacture remain subject to the applicable warranty.

Important: These Terms & Conditions are intended to operate alongside Luxica's quotations and 5-Year Product & Installation Guarantee.