

## TERMS & CONDITIONS

Welcome to Next Gen Rooflights, by using our website and purchasing products from Next Gen Rooflights you agree to the following Terms and Conditions of Use. Please read the below information carefully.

"Conditions" means these terms and conditions;

"Users" mean the users of this website;

"Company" and "we" shall mean Next Gen Rooflights Ltd;

"Customer" and "you" shall mean any person/s or company placing an order with the Company;

"Goods" and "Products" shall mean goods displayed for on the website; and

"Website" means the website located at [www.nextgenrooflights.co.uk](http://www.nextgenrooflights.co.uk) and [www.nextgenrooflights.co.uk/category/standardproductrooflights](http://www.nextgenrooflights.co.uk/category/standardproductrooflights)

### 1. Copyright & Trade Marks

- 1.1) All content of this site, including text, images, source codes, logos, icons and photos and all other material, is the property of the Company or its content providers and is protected by the United Kingdom and international copyright laws. The site is for personal use only and users may not exploit any part of the content in any way without the written permission of the copyright owner. All rights reserved.
- 1.2) Permission is granted to print and electronically copy portions of the Next Gen Rooflights site for the sole purpose of placing an order with Next Gen Rooflights or using this website as a shopping resource. Any other use of this website and its materials, including reproduction for purposes other than those noted above, modification, distribution, or republication without the prior written permission of the Company, is strictly prohibited.
- 1.3) The Company does not make any warranty or representation in respect of any other trademark and the trademarks of the brands featured on Next Gen Rooflights belonging to their respective owners.

### 2. Our Products

- 2.1) The Company always endeavors to stock the best products on Next Gen Rooflights but unfortunately we cannot guarantee that a particular product will always be available.
- 2.2) If we are unable to supply a product the Customer has ordered, we will notify the Customer via email or phone (if supplied with a contact number) where possible and will either refund the Customer for that item or provide the Customer with further information regarding future availability.
- 2.3) All offers are available while stocks last. The Company has endeavored to make the descriptions (including all images) of the products as accurate as possible but we cannot be held responsible for changes in size, content or presentation of products made by the relevant manufacturer or supplier.
- 2.4) All descriptions and samples are given in good faith, but the Company makes no warranty and accepts no condition whether express or implied (statutory or otherwise) that any of the products supplied comply with any descriptions and samples given to the Customer or his agent. Any recommendation or suggestion relating to the use or durability of the products is given in good faith but it is the responsibility of the Customer to satisfy themselves that the product is suitable for their own particular purpose and shall be deemed to have done so. All express or implied warranties or conditions (statutory or otherwise) that the product are of any particular quality or fit for any particular purpose whether or not made known to the Company are hereby excluded.
- 2.5) Specific products can be designed for use in an industrial or maritime area please call our Customer Services to discuss the appropriate material specifications we could offer to suit your specific need, to ensure you have requested the correct product for your use.

### 3. Order Process

- 3.1) To place an order please add your choice of products to your basket and proceed to the checkout, completing the instructions for processing your payment.
- 3.2) Please note all prices are exclusive of VAT and may be subject to change without notification. All prices and charges quoted on Next Gen Rooflights are in UK Pounds Sterling (GBP).
- 3.3) We accept online payment through our secure payment provider SagePay only, which enables you to use the following Credit and Debit Cards; Visa, Visa Debit, Visa Electron, Solo, MasterCard, American Express and PayPal.
- 3.4) To ensure your security while shopping online, your credit/debit card details will be encrypted to ensure that these details cannot be intercepted by a third party. We will not share your details with any third party.

### 4. Order Acknowledgement & Confirmation

- 4.1) When you place an order online, we will automatically send you an email to acknowledge that we have received it, so that you have a reference of your order details. Please note, receipt of your order does not mean that it has been processed or guaranteed that we will have the items in stock. If a product is not available, we will endeavour to let you know as soon as possible via email.
- 4.2) Once we have checked your order, we will then send you an order acceptance email detailing the goods you have ordered and at which point contract completion occurs.
- 4.3) When your product is ready for dispatch, we will send you a dispatch confirmation email.
- 4.4) The Company reserves the right to cancel any sale and not supply products if it is reasonable to do so and may change or discontinue the availability of products at any time at its sole discretion. If an order is cancelled, any payment made for the products will be refunded in full.
- 4.5) All new orders are deemed separate and each are treated individually.
- 4.6) Despite all our efforts, very occasionally a product in our online shop will be mispriced. Of course, we verify prices as part of our dispatch and delivery procedure. If a product's correct price is lower than our stated price, we will charge the lower amount and send you the product. If a product's correct price is higher than our stated price, we will, at our discretion, either contact you for instructions before dispatch or we will cancel your order and notify you of such cancellation.

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## 5. Guidelines & Tolerances

- 5.1) When viewing glass for quality assurance the company will follow the GGF (Glass & Glazing Federation) & CWCT (Centre for Window and Cladding Technology) guidelines. It will not be viewed under the Hadamar guidelines.
- 5.2) When the customer is/are inspecting glass and metal work or the product that has been delivered the guidelines to be used will be the same (GGF & CWCT). It will not be viewed under the Hadamar guidelines.

## 6. Design

- 6.1) Design responsibility will lay with the Customer, it is the customers responsibility to check that the design meets all required regulations and calculations, specific to the individual project.
- 6.2) Where the Contract provides that Next Gen Rooflights is to manufacture and supply the Goods in accordance with the Customers specifications, it shall be the sole responsibility of the Customer to provide Next Gen Rooflights with sufficient, complete and accurate information and drawings, as are required, to enable Next Gen Rooflights to perform the Contract. Point 6.1 takes precedence.
- 6.3) If Next Gen Rooflights designs the product for the Customer, then Next Gen Rooflights will own the copyright, design right and all other intellectual property rights for the Goods and any drafts, drawings or illustrations Next Gen Rooflights makes in connection with the Goods for the Customer. Point 6.1 takes precedence.
- 6.4) All sizes for the Goods are quoted in metric measurements. Imperial sizes will be translated to the nearest metric equivalent.
- 6.5) The product will be designed and manufactured on the understanding that the dimension/s provided by the Customer are a true representation of the overall external upstand sizes, including the roof weathering. If different dimensions are being used/issued, then it will need to be confirmed in writing by the Customer or their agent/s to Next Gen Rooflights.
- 6.6) If a site survey is being carry out by Next Gen Rooflights, then full uninterrupted safe access must be provided to the area where the survey is being carried out. The structure/s must be fully formed (with weatherproofing) to allow Next Gen Rooflights to get all required dimensions to be able to complete the design. Should this not be the case when Next Gen Rooflights arrive on site, then a revisit will need to be booked in, this revisit will be chargeable to the Customer.

## 7. Essential Checks;

### *Before ordering*

- 7.1) It the Customer's responsibility to ensure that there is suitable lifting equipment available to take receipt of delivery and there is sufficient access for our delivery vehicle to reach the delivery address, as fees for redelivery and cancellation will apply.
- 7.2) If the Customer's property is an industrial or maritime area or an area that is subject to potentially corrosive or polluted environment please call our Customer Services to discuss the appropriate material specifications we could offer to suit your specific need.

### *On order & dispatch confirmation*

- 7.3) It is the Customer's responsibility to thoroughly check all the information included on the order & dispatch confirmations; delivery contact & number, dimensions, address etc and to inform the Company of any discrepancies immediately by calling or emailing our Customer Services.

### *On delivery*

- 7.4) An adult must be available at the delivery address to carefully check the product, sign and acknowledge receipt in a safe and satisfactory condition, you will be allowed 15 minutes to conduct these checks. Please report any defects immediately upon delivery by noting on the delivery paperwork and by calling or emailing our Customer Services.
- 7.5) Also, we will inform you on our Order & Dispatch Confirmation emails; the weight of the rooflight and approx. how many people will be required to unload. The number of people advised to off-load (is to be used as a guide only, dependent on what each person is capable of lifting) and does not include the delivery driver (or, if relevant, our installation team). If no-one is available to accept delivery of the product, redelivery and cancellation charges will apply.

### *After installation*

- 7.6) Next Gen Rooflights cannot be held accountable for any damage/s to the product/s caused by a third party or third party product. For example and not limited to; if blinds or radiators are installed too close to the glass to cause thermal fractures etc. It is the Customer's responsibility to check and ensure the design and installation of any third party product/s is compliant to any required regulations and calculations.

## 8. Installation [NOTE: These terms and conditions only apply if you have purchased the additional installation package from Next Gen Rooflights]

- 8.1) To ensure a problem-free installation and to safeguard the Health & Safety of our installation team when on site; the Company ask you to confirm and check all items below are in place prior to attendance.
- 8.2) The Customer must provide safe access to the area of installation. If it is ladder access, the ladder must be secured and extend a minimum of 1 meter / 5 rungs above the working platform / exit point.
- 8.3) The Customer must check that the openings / upstands is / are clear of obstructions, is / are made to the correct size(s) and fully weathered;
- 8.4) The Customer must provide perimeter edge protection at Roof Level, as well.
- 8.5) Internal access / safety crash deck is usually required to the underside of the rooflight. This should be in the form of a mobile or fixed scaffold tower with the appropriate certification.
- 8.6) The Customer must make sure no other trades will be working in the immediate fitting area or underneath the area. The area underneath the Rooflight is to be cordoned off by the Customer.
- 8.7) The Customer must provide a safe working area (ie. clear of materials and trip hazards) and free from contamination (ie. dust, fumes etc);
- 8.8) The Customer must provide an electric power point in the immediate vicinity and ensure that toilet facilities are available.
- 8.9) The Customer to provide any permits for parking that are necessary and are made available for both installation and delivery.
- 8.10) The Customer (or their nominated decision maker) will be present at the start of the installation to give direction and at the end of the installation to sign off the works.
- 8.11) If any part of the product has been manufactured incorrectly, or not to standard, the Company cannot be held responsible for any additional costs incurred. Replacement parts will be replaced under warranty on a like-for like basis.

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8.12) **PLEASE NOTE:** For Pyramid & Lantern Rooflights we have to construct a temporary propping structure to support the glass. This is done with joist hangers timber and is fitted to the inside of the Upstand. This is left in place until the structural bonding of the glass cures, normally 1 week then can be removed by the Customer or at an additional cost, the Company can return to carry this out.

8.13) If mechanical access is required to install any product safely this is to be supplied by the Customer, at the Customers cost.

8.14) By signing the Order Acknowledgement the customer agrees to all of the 'Schedule of Attendances' for installation. If you have not been sent this form, please contact the Company who will forward one onto you.

8.15) Please note any wiring works required to any of Next Gen Rooflights's products will need to be carried out by a qualified electrician and organised by the Customer. Next Gen Rooflights will not carry out any wiring works.

## 9. Delivery; Dates & Times

9.1) The Company will make all reasonable endeavours to meet all estimated times or dates for delivery. However, time for delivery shall not be a term of or of the essence of any contract and the Company shall therefore not be liable for any loss or damage caused or occasioned by late delivery.

9.2) Delivery dates and weeks are not guaranteed but we will do our utmost to ensure products are delivered by the stated date or within a reasonable period thereafter.

9.3) We shall not be liable for delays or failure in delivery because we cannot gain access to delivery address on the agreed delivery date or because of other circumstances beyond our reasonable control (ie. inclement weather conditions).

9.4) The table of delivery prices displayed on the website are all prices per rooflight, not per order and are preferential rates which are for scheduled delivery times only, specified by Next Gen Rooflights. If you require a specific delivery date & time, additional charges will apply. Once delivery is booked in should you wish to change the agreed date, we will require a minimum of three days' notice, otherwise you may incur a transport cancellation charge.

9.5) Delivery shall take place either at the time of collection of the product by the Customer or their agent from the Company premises, or if the products are delivered to the Customer or their agent, at the moment of unloading of the goods at the Customer's site / premises. Unloading of the goods is from the delivery vehicle to the kerbside of your site / premises, not to where the product is to be installed.

9.6) Upon delivery the Customer will have a 15 minute time slot where the delivery driver will wait to allow you to inspect the goods being delivered. Any damage or missing items should be notified to the Company at this time by making comment on the delivery paperwork and by contacting our Customer Services either by phone or email. Any claims of damaged or missing items after this time will not be entertained.

9.7) Next Gen Rooflights's definition of 'kerb-side delivery'. The delivery vehicle will park on the closest public road (no narrower than 2.8m) to the property / delivery address. It is the responsibility of the Customer to arrange enough labour or mechanical means to off load their delivery. Please note any advice given regarding the number of people required to off-load the delivery does not include the delivery driver or the installation team, and is just an indication, it is for the Customer to risk assess and manage the delivery. Other delivery arrangements can be made but would need to be arranged and agreed with Next Gen Rooflights and confirmed in writing. Failure to have this in writing, will then revert back to the Next Gen Rooflights definition of 'kerb-side delivery'.

## 10. Damaged Goods or Incorrect Deliveries

10.1) When any consignment of Goods is incorrectly received by the Customer, the customer shall advise the Company in writing (other than upon a consignment note or delivery document) within 24 hours of delivery. No claim will be entertained unless the Customer complies with the term of this condition. In any event the liability of the Company in the event of any incorrect deliveries referred to in this condition shall not exceed the replacement of the goods shown to be incorrectly delivered or, at the Company's option, the refund of the price received by the Company for the goods.

10.2) Goods returned to the company shall be subject to inspection (and if necessary remedial work) before any credit for the returned goods is issued. Where the customer wishes to exchange their product(s), the purchase of alternative product(s) and the inspection of the returned product(s) shall be completed prior to any credit being issued.

10.3) Claims made after signing for delivery in good condition will not be entertained.

## 11. Storage

We will charge you a non-refundable storage fee of £100 per rooflight per full week in the following circumstances;

11.1) Where delivery bookings have not been made - 2 weeks after the original due date of the rooflight or first booking attempt by the Company (whichever is the later); or

11.2) Where delivery bookings have been made - if the Customer or their agent is unavailable or unable to take delivery of the rooflight after agreeing delivery dates with the Company, redelivery and cancellations charges will also apply.

## 12. Risk

12.1) The risk in the Goods (product) shall pass to the Customer at the time of delivery. Where the goods are stored by the Company pending collection, they shall be stored at the Customer's risk.

12.2) Title of Good (Product) remains with Next Gen Rooflights until full payment has been received

## 13. Cancellations

13.1) If you need to amend or cancel your order for 'Bespoke Sizes' standard Rooflight you are entitled to do so at any time up to 24 hours after you have placed your order by contacting our offices.

13.2) If you amend or cancel your order more than 24 hours after you placed it, we reserve the right to charge you any costs we incur in relation to your order.

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## 14. Returns / Refunds

We hope you will be pleased with your Products however;

- 14.1) Should you wish to return any accessory or Standard Size (stock) products bought from us, we will exchange a product provided it is in a fully resaleable condition and returned to our factory in Cambridge at your own cost. If the product returned is not in a fully resaleable condition or the packaging is damaged, we reserve the right to refuse a refund on the item, or deduct up to 50% of the original selling price from the refund amount.
- 14.2) Our Standard Size (non-stock), Tailor Made & Bespoke products cannot be returned once ordered & manufactured as they are made to measure and individually ordered to your specifications unless they are faulty or damaged prior to delivery.

## 15. Defective products

- 15.1) If the Customer believes any of our products to be of an unsatisfactory quality please immediately contact Customer Services and treat your product with the upmost care
- 15.2) Regarding quality issues – if the fault or damage is, in the company's opinion (The opinion of the company is final and binding) responsibility, we will send out a replacement and arrange the collection of the damaged goods. Please ensure any damaged goods are returned with a copy of your original Dispatch / Delivery Note.
- 15.3) Regarding electrical issues – if the fault is within the 12 month warranty period, the first port of call would be to ensure that your electrician has contacted Geze Technical (T: 01543 44 30 00 quoting the wiring diagram drawing no. which was received with the rooflight) to ensure that the rooflight has been wired and commissioned correctly
- 15.4) We will attend to investigate the cause of the fault, but if the cause of the issue is found not to be our responsibility i.e. not a faulty part or product etc – call out charges will apply and be invoiced (at £265 +VAT per visit [minimum depending on location]). This will not be invoiced until the company has had an opportunity to investigate the matter.

## 16. Warranty

- 16.1) Standard warranty is 1 YEAR from when the product is delivered. This includes Painted surfaces, Glass, Silicone sealants, Operating Gear but not limited to.
- 16.2) However if the Customer wish's to extend their warranties then the Customer must complete the online form (Via Website) or requests the Warranty Extension form (By post) a unique Warranty Reference number will be issued. This number must be used when referencing the product / project.
- 16.3) The forms must be completed within 28 days of receiving the goods, if this is not completed then the EXTENDED warranty periods will not be valid.  
  
Painted Surfaces – 10 years  
Glass – 10 years \*  
Silicone Sealants – 10 years  
Operating Gear – 12 months from date of purchase
- 16.4) **Please note:** To maintain these warranties you will need to follow the instructions detailed in our Operation & Maintenance (O&M) Guide.
- 16.5) \*Nickle Sulphide or any other inclusions in the glass that may cause a spontaneous breakage are not covered by the 10 year glass warranty. They are an extremely rare occurrence and not covered by any of the glass manufacturers, whether the glass is Heat Soak Tested following Thermal Toughening or not.

## 17. Rooflight Classification

- 17.1) Our Rooflights (products / goods) are classed as "Fragile Roofs", except for the Walk-On Rooflights. If there is any possibility whatsoever of persons stepping or falling on the rooflight, it is the Customers responsibility to ensure that safety barriers are installed to prevent persons from stepping on or falling on the rooflight.

## 18. Representation

- 18.1) The Customer acknowledges that he has not entered into this Contract on the basis of any representation whatsoever made to him by the Company or its agents

## 19. Ownership

- 19.1) No legal property in or beneficial ownership of the goods shall pass from the Company to the Customer unless and until the Customer has made full and complete payment to the Company of (i) all sums due from the Customer to the Company under this agreement in respect of the goods and (ii) all other sums due from the Customer to the Company on any account whatsoever. If any sum due from the customer to the Company on any account whatsoever remains unpaid after the Company has given to the Customer 7 (Seven) days written notice of their intention to exercise their rights under this Condition the Customer shall be deemed to have repudiated this agreement and the Company shall be entitled to terminate this agreement to forfeit any sums paid to it by the Customer in respect of the goods and to recover the goods if necessary by entry into and removal from the Customers' premises without prejudice to any other claims which the Company may have against the Customer.

## 20. Force Majeure

- 20.1) The Company shall be entitled to cancel or delay delivery or to reduce the quantity of the Goods delivered if it is delayed or hindered in or prevented from manufacturing or delivering by normal route or means of delivering the Goods through any circumstances beyond its control, including but not limited to war, fire, flood, act of God, unavailability of raw materials, government restrictions and controls, strikes and lockouts.

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### 21. Indemnity

- 21.1) The Customer shall indemnify the Company against all claims, demands, damages, penalties, costs and expenses to which the Company may become liable as a result of work done in accordance with the Customer's order which involves the infringement or alleged infringements of any letters, patent, trademarks, registered designs, industrial models or copyrights.
- 21.1) The Company accepts no responsibility where specifications or particulars supplied by the Customer are inaccurate and the customer shall indemnify the Company against any loss suffered by the Company by reason of such inaccuracy.

### 22. Set Off

- 22.1) The Customer shall not be entitled to withhold or set off payment of any amount due to the Company under the terms of any contract whether in respect of any claim of the Customer in respect of faulty or defective Goods or for any other reason which is contested or liability for which is not admitted by the Company.

### 23. Internet

- 23.1) Because of the nature of the Internet the Company provides and maintains Next Gen Rooflights on an "as is", "as available" basis and makes no promise that the use of Next Gen Rooflights will be uninterrupted or entirely error free. We are not responsible to the Customer if we are unable to provide our Internet services for any reason beyond our reasonable control.
- 23.2) These Terms do not affect your Statutory Rights as a consumer.
- 23.3) The website may contain links to other sites. Unless expressly stated, these sites are not under the control of Next Gen Rooflights or that of our affiliates. We assume no responsibility for the content of such websites and disclaim liability for any and all forms of loss or damage arising out of the use of them. The inclusion of a link to another site on this website does not imply any endorsement of the sites themselves or of those in control of them.
- 23.4) Subject as aforesaid by law, Next Gen Rooflights shall have no liability to pay any money by way of compensation, including without limitation all liability in relation to:
- any incorrect or inaccurate information on Next Gen Rooflights;
  - any interruptions to or delays in updating Next Gen Rooflights;
  - the infringement by any person of any Intellectual Property rights of any third party caused by their use of Next Gen Rooflights or any Product purchased through Next Gen Rooflights;
  - any loss or damage resulting from your use of inability to use the Next Gen Rooflights website or resulting from unauthorised access to, or alteration of your transmissions or data in circumstances which are beyond our control;
  - any loss of profit, wasted expenditure, corruption or destruction of data or any other loss which does not directly result from our error;
  - any amount or kind of loss or damage due to viruses or other malicious software that may infect a user's computer equipment, software, data or other property caused by persons accessing, using or downloading Next Gen Rooflights, or from transmissions via emails or attachments received from Next Gen Rooflights;
  - all representations, warranties, conditions and other terms which but for this notice would have effect.
- 23.5) The Company may change or withdraw any part of Next Gen Rooflights, or may refuse you access to the website at any time if we consider it necessary.
- 23.6) The Company may also terminate this Agreement and immediately remove, cancel or suspend access to and use of Next Gen Rooflights upon breach of any part of these Terms whatsoever. Termination shall be without prejudice to the Company's other rights.
- 23.7) The Company acts as a principal on its own account and not as an agent for you or any other person.
- 23.8) If the Company does not enforce any provision of this agreement such will not be considered a continuing waiver.
- 23.9) In the event that any part of these Terms is held to be unenforceable, such part will at the Company's option be construed as far as possible to reflect the parties' intentions and the remainder of the provisions will remain in full force and effect.
- 23.10) These Terms constitute the full agreement between you and the Company and may only be amended in writing and signed off by a Director. They apply to the exclusion of all other Terms or Conditions of contract proposed.
- 23.11) These conditions shall have precedence over any conditions appearing on any other documents emanating from the Customer of their agent, any such Customer conditions shall have no affect whatever unless expressly accepted in writing by the Company.

### 24. Overall Limitation of Liability.

Notwithstanding anything to the contrary contained in these Conditions, in no event shall the Company be liable to Purchaser for any damages, claims, demands, causes of action, losses, costs, expenses and/or liabilities related in any manner to this Agreement in excess of an amount equal to the cost of replacement goods, regardless of whether such liability arises out of breach of contract, guarantee or warranty, tort, product liability, indemnity, contribution, strict liability or any other legal theory.

### 25. Data Protection

We are committed to protecting the privacy of our Users and Customers. We will only use information we collect from you in accordance with our privacy policy and the General Data Protection Regulations (GDPR).

### 26. Termination

The Supplier may, in its absolute discretion, at any time, terminate this agreement and the Products and Goods provided hereunder for convenience by giving twenty-eight (28) Days' prior written notice to the Customer.

### 27. Applicable Law

Use of Next Gen Rooflights and these Conditions shall be governed and construed in accordance with English Law and subject to the exclusive jurisdiction of English Courts.

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