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## TERMS AND CONDITIONS

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All orders accepted by SASHCARE LIMITED

are subject to the following Terms and Conditions which shall apply to the exclusion of all terms and conditions that the Buyer seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.

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**Your attention is drawn to Clause 25 in relation to Liability.**

### BACKGROUND:

These Terms and Conditions (T&S) are the standard terms which apply to the provision of window renovation, glazing services and sales of goods by SASHCARE LIMITED (“the Trader”) to customers who require glazing and window renovation services to be provided at their home. Please read them carefully and ensure that you understand and agree to them. If you have any questions, please contact us.

By ordering any of the Goods and/or Services, you agree to be bound by these Terms and Conditions.

These Terms and Conditions apply only where the customer is a “consumer” as defined by the Consumer Rights Act 2015.

### 1. Definitions and Interpretation

1.1 In these Terms and Conditions, unless the context otherwise requires, the following expressions have the following meanings:

“ <b>Additional Charges</b> ”	means the charges in addition to the price provided in the Quotation and as detailed in clause 14.7;
“ <b>Agreed Times</b> ”	means the times which You and We agree for Us to have access to the Property to carry out and complete the Window Renovation and/or Glazing Services as specified in the Agreement;
“ <b>Agreement</b> ”	means the contract into which You and We will enter if You accept the Quotation. The Agreement will incorporate, and be subject to, these Terms and Conditions. Our standard form of Agreement is attached as Schedule 1; however, exchange of written messages via texts, emails or other electronic means is sufficient that a legally binding contract is created;
“ <b>Business</b> ”	means any business, trade, craft, or profession carried on by You or any other person or organisation;
“ <b>Business Day</b> ”	means any day other than a Saturday, Sunday or bank holiday in England and Wales.
“ <b>Buyer</b> ”	means the party placing the Order and includes the Buyer’s agents and successors.

<b>“Contract”</b>	means these T&C together with the Order, the Warranty and any other terms agreed in writing as incorporated into the Contract and signed by a duly authorised representative of the Trader. This is a legally binding agreement between you and us for the supply of the Goods and Services; this agreement is made between SASHCARE LIMITED as a Trader and you as a Buyer, and may not be assigned without Our prior consent.
<b>“Consumer”</b>	means a “consumer” as defined by the Consumer Rights Act 2015, and in relation to these Terms and Conditions means an individual customer of the Trader who receives Window Renovation and/or Glazing Services for their personal use and for purposes wholly or mainly outside the purposes of any Business, trade, craft or profession.
<b>“Confirmation of Order”</b>	means the confirmation of order notified to the Buyer by the Trader.
<b>“Delivery Location”</b>	means the Supplier's premises or other location where the Services are to be supplied, as set out in the Order;
<b>“Deposit”</b>	means the deposit You may be required to pay in accordance with Clause 5;
<b>“Final Fee”</b>	means the total of all sums You must pay, which will be shown on the invoice issued in accordance with Clause 6;
<b>“Force Majeure Event”</b>	means an event that is outside of the Seller's control, as set out in clause 24.
<b>“Glazing Services”</b>	means the glazing services We will provide as specified in the Agreement;
<b>“Goods”</b>	means any goods that we supply to you with the Services, of the number and description as set out in the Order;
<b>“Made to measure”</b>	these are goods that are produced from a schedule and utilise standard drawings;
<b>“Model Cancellation Form”</b>	means the model cancellation form attached as Schedule 2;
<b>“Order”</b>	means Your initial request for Us to provide the Window Renovation and/or Glazing Services as set out in Clause 4; your order for the Services from Us as set out in Your order or in your written acceptance of our quotation
<b>“Products”</b>	means the products required for the provision of the Window Renovation and/or Glazing Services which We will supply (if any) as specified in the Agreement;
<b>“Property”, “Premises”</b>	means Your home or other premises, as detailed in the Order and the Agreement, at which the Window Renovation and/or Glazing Services are to take place including the site/s where work is to be carried out;
<b>“Quotation”</b>	means the quotation We give to You in accordance with Clause 4 detailing the services We will provide to You and the fees We will charge;
<b>“Quoted Fee”</b>	means the fee set out in the Quotation which may change according to the actual work undertaken as set out in Clause 6;
<b>“Services”</b>	means the Window Renovation and installation of the Goods including any Goods of the number and description set out in the Order at the address specified by You, as required by You.
<b>“Start Date”</b>	means the date You and We agree on for Us to start providing the Window Renovation and/or Glazing Services as specified in the Agreement;
<b>“Trader”</b>	means SASHCARE LIMITED

<b>“Visit”</b>	means any occasion, scheduled or otherwise, on which We visit the Property to provide the Window Renovation and/or Glazing Services;
<b>‘Warranty’</b>	means a warranty period provided on Goods installed by the Trader or as detailed in the warranty document provided by the Trader in respect of the Goods sold under the Contract and as detailed on the Trader’s websites
<b>“Window Fitter”</b>	means Us, Our Sub-contractor or Our employee who will be responsible for providing the Window Renovation and/or Glass Fitting Services;
<b>“We/Us/Our”</b>	means the Trader and includes all employees, agents, and sub-contractors of the Trader.
<b>“You/Your”</b>	means a Consumer who is a customer of the Trader; and
<b>“Window Renovation”</b>	means is a process that involves renovation and refurbishment combined with draught proofing and the complete overhaul of your box sash windows including repairing all mechanical faults and all rot and decay using highly specialised restorative joinery techniques.

- 1.2 Any reference to “writing”, and any similar expression, includes a reference to electronic communications sent by e-mail or text message, or other electronic means.
- 1.3 Each reference to a statute or provision of a statute is a reference to that statute or provision as amended or re-enacted at the relevant time.
- 1.4 Each reference to “these Terms and Conditions” is a reference to these Terms and Conditions.
- 1.5 Each reference to a Schedule is a reference to a schedule to these Terms and Conditions.
- 1.6 The headings used in these Terms and Conditions are for convenience only and do not affect the interpretation of these Terms and Conditions.
- 1.7 Words signifying the singular number will include the plural and vice versa.
- 1.8 References to any gender will include any other gender.
- 1.9 References to persons, unless the context otherwise requires, include corporations.

## **2. Information about Us**

- 2.1 We are a private limited company.
- 2.2 We trade under the name of Six Over Six Windows (<https://sixoversixwindows.co.uk/>).
- 2.3 We are registered in England and Wales under the Company name SASHCARE LIMITED and under the Company Registration Number 11900965.
- 2.4 Our registered office is at Unit 17, Cave Industrial Estate, Chesterton Fen Road, Cambridge, CB4 1UN.
- 2.5 Our VAT number will be available soon.

### **3. Communication and Contact Details**

- 3.1 If You wish to contact Us with questions or complaints, You may contact Us by telephone at 0333 015 5114 / 02036 679 908 or by email at [info@sixoversixwindows.co.uk](mailto:info@sixoversixwindows.co.uk).
- 3.2 In certain circumstances You must contact Us in writing (as stated in various Clauses throughout these Terms and Conditions). When contacting Us in writing You may use the following methods:
- a) contact Us by email at email addresses shown above; or
  - b) contact Us by pre-paid post at our registered address as mentioned in clause 2.4.

### **4. Orders**

- 4.1 We accept orders for Window Renovation and/or Glazing Services via telephone, internet by using our booking forms on our websites or via email.
- 4.2 When placing an Order You should set out, in detail, the Window Renovation and/or Glazing Services required. Details required include the location of the Property, the number and type of windows on which work is required, and the type(s) of glazing (e.g. vacuum insulated double glazing, stained glass, toughened glass etc.).
- 4.3 Once the Order is complete and submitted to Us, We will prepare a Quotation and send it to You either by email or first class post. The Quotation will set out the required Deposit (if applicable) and fee (see Clauses 5 and 6). Such Quotation shall not constitute an offer to provide the Goods and / or Services.
- 4.4 Any quotation given by us is valid for the period stated on it.
- 4.5 It is Your responsibility to ensure the accuracy of the description of the Goods and Services set out on the Quotation and to inform Us of any amendments required in writing. This includes but is not limited to changes in the glass, paint colour and finish or ironmongery specifications. Any amendments may result in a change in the Price.
- 4.6 We constantly strive to improve Our Products and Services and therefore reserve the right to make minor technical changes to the Goods or Services which are deviations from the original specification for the improvement of Our Product.
- 4.7 If the supply of Goods or Services is interrupted or delayed by You We reserve the right to increase the Price to reflect any additional time Our fitters are engaged in providing the Services. Any such increase in the Price will be calculated at the rate of £600 including VAT per fitter per day.
- 4.8 If the supply of Goods or Services is interrupted or delayed by You for more than 3 calendar months after Your order has been signed, for whatever reason, We reserve the right to update the Price in accordance with the then prevailing Price File.
- 4.9 If We decide that We cannot accept your Order and provide a Quotation, We will inform You of this in writing.
- 4.10 Before You accept the Quotation, You may make changes to the Order and may request changes to the Quotation by amending the Quotation to show the requested changes. We may then revise the Quotation to incorporate any or all amendments made to it by You.

- 4.11 You may accept a Quotation or, where applicable, a revised Quotation, within 3 calendar months after the date We issue the Quotation and inform us in writing.
- 4.12 If You wish to make any change/s to Your Order after accepting the Quotation, please contact Us and We will tell You whether or not the change/s can be accommodated. We will tell You of any changes to the fees payable as a result and We will provide a revised Quotation where We decide that We can accommodate the change/s that You requested. You may then accept that revised Quotation.
- 4.13 When You accepted our Quotation, this shall not mean that We have accepted Your order for Goods and / or Services. Our acceptance of the order will take place as described in Clause 4.14. If We are unable to supply You with the Goods and / or Services, We will inform You of this and You will not process the order.
- 4.14 When (but not before) You have accepted our Quotation, or, where applicable, the revised Quotation, We confirmed Your order and You have paid the Deposit (where applicable), a legally binding contract between You and Us will at that time come into effect requiring Us to provide the Window Renovation and/or Glazing Services and for You to pay for them. We will then send you Confirmation of Order or attach the signed Agreement in accordance with the Quotation. These T&C will become binding on Us and You when We notify You of Our acceptance of the Order, by way of Confirmation of Order or a signed Agreement, and these T&C together with the Order and Confirmation of Order or a signed Agreement will form a binding contract between Us and You (the "Contract"). We shall confirm lead times to You when notifying You of the Confirmation of Order or send a signed Agreement. Please note lead times cannot be guaranteed as they are constantly under review.
- 4.15 The issue, receipt or acceptance of an Order or Quotation by You or Us shall not have any legally binding effect on You or Us unless and until an Agreement is signed and dated by both You and Us and You have paid the Deposit.
- 4.16 If you wish to change your Order after accepting the Quotation, please contact Us and We will tell you whether or not the change can be accommodated, along with any changes to the fees payable as a result. If we cannot accommodate the changes or the changes to the fees or other matters are not acceptable to you, you may cancel in accordance with Clause 20 and/or 21.
- 4.17 By placing Your order to Us, You confirm that;
- a) You have understood the warnings and fully accept responsibility for any ramifications accordingly.
  - b) You agree to be bound by the Terms and Conditions
  - c) agree to pay a deposit for the glass (where applicable)

## **5. Survey**

- 5.1 We may carry out a Pre-Installation Survey at Your site prior to installing the Goods and/or providing the Services. If We decide to survey Your property this will be done at Our sole expense at a mutually agreeable time.
- 5.2 Any survey We carry out is NOT a full structural survey of Your property and will relate only to the installation of the Goods and to items which can be reasonably established from a non-destructive examination. The Price is calculated on the assumption that Your property is structurally sound and that

there are no factors that would make Our performance of the Contract more difficult than might reasonably be anticipated at the time You signed the Contract. If You are in any doubt about the condition of Your property You are advised to obtain Your own independent survey.

- 5.3 If Our surveyor reports technical problems that make the manufacture or satisfactory installation of the Goods materially more difficult or more costly than We could reasonably have anticipated at the date of the Contract we will inform You of such technical problems as soon as reasonably practicable following the survey. In such circumstances We reserve the right to cancel the Contract or to increase the Price by giving You notice in writing to reflect Our additional costs or additional work required. If We give you a notice increasing the Price you have the right to cancel the Contract within 14 days of receiving such notice.
- 5.4 If following the surveyor's report, we suggested you modifications and You do not accept the proposed modifications, the deposit will be refunded without interest, and the agreement will be at an end.
- 5.5 If You cancel the Contract in accordance with Clause 5.4 the Deposit for the glass will not be returned to You if we have already ordered the glass. We will then have no further liability to You, nor You to Us.
- 5.6 If any technical problems with Your property are discovered at the time of installation of the Goods which were not nor could reasonably have been found during Our survey of Your property, We reserve the right to increase the Price to cover any additional work required as a result by giving you notice in writing. Such notice will include an explanation of the need for the increase in the Price. If We give You notice increasing the Price under this Clause 5.6 You have the right to cancel the Contract, but You will be obliged to pay Us for any Services already performed and any Goods that have already been installed or manufactured in readiness for installation pursuant to the Contract and You will be obliged to take delivery of those Goods at Your property. We will be entitled to retain the Deposit and any Interim Payments by way of payment or part-payment as the case may be of any amount due from You to Us.

## **6. Deposit**

- 6.1 At the time of accepting the Quotation or not more than 7 calendar days thereafter, depending on the nature of the work and any Products required in advance, You may be required to pay Us a Deposit. The Deposit will be up to 50% of the Quoted Fee, but not less than the full cost of the Goods.
- 6.2 If You cancel the Glazing Services, We may retain some or all of the Deposit as set out in Clauses 20, 21 and 22.

## **7. Fees and Payment**

- 7.1 The Quoted Fee will include the price payable for the Glazing Services and for the Products that We estimate are required.
- 7.2 We will, where reasonably possible, use only the Products (and quantities of Products) set out in the Quotation and the Agreement; however, if additional Products are required, We will adjust the Final Fee to reflect this. We will keep any increases to a necessary minimum, will keep You informed at all times, and will not proceed without Your written agreement.
- 7.3 If the price of Products or services that We need to procure increases during the period between Your acceptance of the Quotation and the Start Date, We

will inform You of the increase and of any difference in the Final Fee. If You do not wish to accept the increase, You may cancel the Agreement by giving Us notice in writing.

- 7.4 The Quoted Fee and the Final Fee are inclusive of any VAT chargeable and other applicable taxes or levies which are imposed or charged by any competent authority. If the rate of any such VAT changes, We will adjust the amount of VAT that You must pay. We will assume You are an end user for the purposes of VAT unless You tell Us otherwise.
- 7.5 If the project is for renovation only, We invoice You for 30% of the Quoted Fee for Our work on the first day of Our work, then the next 30% will be invoiced on 50% of completion of Our work. We will invoice You the remaining 40% when the window Renovation Services have been completed.
- 7.6 If You order refurbishment and double glazing, We charge You 100% for the cost of the glass (including delivery to Your property) on accepting Our Quotation and the rest is charged as above.
- 7.7 You must pay any invoice immediately on receiving it.
- 7.8 We accept the following methods of payment:
  - a) Credit/debit card;
  - b) cash;
  - c) cheque (Payable to SASHCARE LIMITED)
  - d) bank transfer.
- 7.9 *If You do not pay* an invoice by the due date, then without limiting any other right or remedy available to Us, We may:
  - a) cancel the Contract or suspend any further deliveries of Goods or the provision of Services to You, but such cancellation or suspension shall not obviate Your obligation to make payment under the Contract;
  - b) use any payment made by you for any Goods or Services supplied under any other contract between You and Us either towards a payment due under this Contract or otherwise towards any other debt owed by You to Us as We see fit;
  - c) charge You interest on the overdue sum from the due date for payment at the annual rate of at the rate of 15% above the base lending rate of Barclays Bank plc from time to time until payment is made in full (Interest will accrue on a daily basis from the due date until the actual date of payment, whether before or after judgement);
  - d) engage a debt collection agency (the cost of which will be covered by You) and to annul Our Work guarantee and Product guarantees.
- 7.10 If You have promptly contacted Us to dispute an invoice in good faith, We will not charge interest while such a dispute is ongoing.
- 7.11 The price of the Goods and any additional delivery or other charges for the Goods, and the total price of them and the charges, is that set out in Our Quotation at the date We accepted the Order or such other price as We may agree in writing.
- 7.12 The fees for the Services and any additional delivery or other charges is that set out in Quotation at the date of the Order or such other price as We may agree in writing. Prices for Services may be calculated on a fixed fee or on a standard rate basis. It is Your responsibility to request a price for the extra

Services not listed in Our Quotation. If you agree to receive additional Services by Us, You agree to pay for such Services.

- 7.13 You may be entitled to discounts. Any and all discounts will be at Our discretion.
- 7.14 The Price is inclusive of fees for packaging and transportation / delivery.
- 7.15 All payments must be made in British Pounds unless otherwise agreed in writing between us.
- 7.16 Both Parties must pay all amounts due under these Terms and Conditions in full without any deduction or withholding except as required by law and neither party is entitled to assert any credit, set-off or counterclaim against the other in order to justify withholding payment of any such amount in whole or in part.
- 7.17 If You fail to fulfil Your obligations or require any goods or services which fall outside of the scope of the Quotation and in addition to the Goods and/or Services included in the Quotation, We are entitled to charge You the Additional Charges in addition to the prices outlined in the Quotation detailed in this Clause 7.19 as below:

<b>Goods and/or services and/or charges which fall outside of the scope of the Quotation</b>	<b>Additional Charge</b>
Urgent orders which have not been cancelled within 5 working days of Our notification of additional charges in accordance with Clause 7.20 below.	Calculated on a time, materials and delivery services basis in accordance with Our standard rates available upon request.
Delayed delivery following attempted or failed delivery of all or any part of the Goods (if You request that the delivery or collection of the Goods be delayed by longer than 7days from the Dispatch Date)	Calculated on a time and materials basis in accordance with Our standard rates available upon request.
Storage of all or any part of the Goods following attempted or failed delivery.	Calculated on a time and materials basis in accordance with Our standard rates available upon request.
Incomplete or inaccurate information provided by You to Us to fulfil the Order, including but not limited to, information requested by You for the Pre-installation Survey	Calculated on a time and materials basis in accordance with Our standard rates available upon request.
Return visits to complete the installation or commissioning of the Goods, for example, including but not limited to prevailing weather conditions such as persistent rain and/or low temperatures are unsuitable for the effective application of the sealant required for silicone joints or EPDM bonding.	Calculated on a time and materials basis in accordance with Our standard rates available upon request.
If You fail to prepare the aperture/site in accordance with the information provided after site survey and the installation cannot therefore proceed then We reserve the right to charge for an aborted installation	Calculated on the cost of a return installation visit
Where We anticipate that the design time to make Your amendments of alterations to the general Drawings may exceed 10 design hours	As notified by Us to be calculated on a time and materials basis in accordance with Our standard rates available upon request.



Administration cancellation fee	Calculated on a time and materials basis in accordance with Our standard rates as available upon request.
Window Cleaning/Polishing Services provided to You under your request. Glass Polishing can minimise the appearance of scratches but can alter the glass surface and create minor optical distortion. By ordering this service you accept the associated risks.	Calculated on a time and materials basis in accordance with Our standard rates available upon request.

7.18 On Your request We will notify You of any applicable additional charges during the supply of Goods and/or Services or at the time of accepting the Confirmation of Order.

## 8. Glazing Services

- 8.1 We will provide the Glazing Services in accordance with the specification set out in the accepted Quotation and in the Agreement (as may be amended by agreement between You and Us from time to time).
- 8.2 We *may* provide sketches, plans, diagrams, or similar documents in advance of carrying out the Glazing Services. Any such material is intended for illustrative purposes only and is not intended to provide an exact specification of the Glazing Services nor to guarantee specific results.
- 8.3 We will use reasonable endeavours to ensure that the Products We use match those chosen by You and, where applicable, are consistent throughout the Property (or relevant parts of the Property). There may be slight variations to the same Products or glass as a result of differences between photographs, catalogues and other materials, and the Products themselves, or as a result of minor technical changes which will not impact your use of the Product in question, or as a result of unavoidable variances that may arise in the manufacturing process of the glass. Product packaging may also vary. If different Products or glass are required due to non-availability, We will not supply them without consulting with You first, in advance of the commencement of Our Services. If You do not wish to accept the alternative Products, You may cancel the Agreement and receive a full refund of all sums paid including, where applicable, the Deposit.
- 8.4 The responsibility (sometimes referred to as the “risk”) for the Products remains with Us until they have been delivered to You at which point it will pass to You. You will own the Products once We have received payment in full for them.
- 8.5 We will ensure that all Products comply with any relevant standards and are in a satisfactory condition at the time of use.
- 8.6 We will ensure that the Window Renovation and Glazing Services are performed with reasonable care and skill and to a reasonable standard which is consistent with best trade practice.
- 8.7 We will ensure that We comply with all relevant codes of practice that may apply from time to time, voluntary or otherwise.
- 8.8 We will properly dispose of all waste that results from Our provision of the Window Renovation and Glazing Services.
- 8.9 We shall, where necessary, provide temporary glazing and / or boarding for

the Property and shall ensure that such temporary glazing or boarding protects the interior of the Property from the elements. We shall also advise the Customer of any and all security risks that such temporary materials present.

- 8.10 We will ensure that no parts of the Property suffer damage as a result of Our provision of the Window Renovation and Glazing Services and will at Our expense make good any damage that occurs at no additional expense to You as soon as is reasonably possible. We may instruct You to take reasonable steps to protect the Property while We are carrying out the Glazing Services including removal of items from the areas where We are working. We will not be liable for any damage which occurs as a result of Your failure to follow such instructions.
- 8.11 Where the carrying out of the Window Renovation and Glazing Services is to last for more than one working day, We will, where reasonably possible, leave the Property in a clean and tidy state and minimise any disruption to Your use and enjoyment of the Property while the Window Renovation and Glazing Services are being carried out. We will, wherever possible, store all tools and materials only in the areas where work is being carried out by Us or remove them from the Property at the end of each working day.
- 8.12 Where possible we will try to match interior and exterior sightlines. However, they may overlap. This should not be considered a defect.
- 8.13 We use specialist sealants to securely keep the glass in place and create a traditional hand applied putty look. Similar to the traditional putty finish, sealants may have slightly uneven surfaces. This should not be considered a defect.

## **9. Additional Work**

- 9.1 We do not undertake to move services, fixtures or fittings which are ancillary to the basic structure of the property, e.g. radiators, pipes, electricity, telephone or television cables.
- 9.2 We will endeavour to ensure that the works match existing finishes but will not be liable for non--matching due to weathering of existing materials and cannot guarantee the matching of external specialist finishes such as pebble--dashing, tyrolean or similar material.
- 9.3 We will make good any damage caused in the course of installation to plaster, floor, rendering, brickwork or pointing immediately surrounding any window or door renovated by Us.
- 9.4 We cannot undertake to remove intact any existing glass, frames or secondary double glazing units or guarantee to remove or replace existing double glazing units without causing damage.
- 9.5 All materials removed during the course of installation will be cleared from site and cannot be retrieved thereafter. If any materials are required to be retained (but see the clause 9.4 above) must be clearly stated prior to the work commencement.
- 9.6 When You request Us to polish the glass, You accept that polishing may cause some optic distortion in the glass. Polishing of the glass is done at Your own risk. Glass polishing is not Our specialty. For professional glass polishing We recommend that You use a firm of professional glass polishers.
- 9.7 When You ask Us to clean the glass, You accept that some smears might still

be present on the glass. For professional window cleaning we recommend that You use a professional window cleaning firm.

9.8 You will be charged for all additional work as it is specified above in Clause 7.

## **10. Faulty Products**

10.1 If any Products are supplied in the course of Us providing the Glazing Services, and You discover a defect with one or more of those Products or if the Product or Products have been incorrectly described, You should inform Us within 3 working days from the delivery using the contact details above in Clause 3.

10.2 If You notified Us within 3 working days after delivery You are entitled, at Your option, to a full refund for the defective Product(s), to keep the defective Product(s) at a reduced price, or to a repair or replacement.

10.3 After those first 3 working days, and for the first year after completion of the Windows Renovation and Glazing Services, We may, at Our discretion, repair or replace any defective Products or, if a repair or replacement is not practicable or possible, or if a repair or replacement is unsuccessful, You may keep the Product(s) at a reduced price. This right may not apply if We can prove that the defect has been caused deliberately or negligently by You, or as a result of Your failure to follow instructions given by Us or as included with the Product.

10.4 After the first year and for the first 15 years after completion of the Glazing Services, if any Product develops a fault, You may be entitled to a replacement. The glass replacement will be supplied free of charge but the installation work will be charged at a rate relevant at the time of the installation.

10.5 Our guarantee is specified in Clause 15 below.

## **11. Delivery of Goods and Preparation for Installation**

11.1 We will use all reasonable efforts to meet delivery dates we set out on the Contract, but any such dates and times are intended to be estimates only.

11.2 We will not be liable for any loss or damage resulting from a delay in the delivery of the Goods in circumstances where there is no breach of a legal duty of care owed to You by Us or by any of Our employees or agents; or such loss or damage is not a reasonably foreseeable result of any such breach; or the loss or damage results from a breach by You of any term of the Contract.

11.3 You agree to allow us access to Your property to deliver the Goods and provide the Services as soon as practicable after You have been advised that the Goods are ready. If You have not given Us access to Your property for this purpose within 4 months of being informed that the Goods are ready for delivery, then (without affecting any other rights We may have) You must immediately pay the whole of the outstanding balance of the Price. We will be entitled to recover from You any reasonable losses, costs and expenses We incur as a result of Your failure to take delivery of the Goods including (without limitation) any costs of storage of the Goods.

11.4 You will be responsible at Your own expense for the removal, replacement (and/or alteration if required) of any fixtures and fittings or other items that We require to be moved in order to install the Goods and supply the Services including but not limited to curtains, shutters, grilles, blinds, pelmets, and soft furnishings, the lifting and refitting of carpets. We will not re-position any furniture that may have been moved or re-hang any curtains or blinds, but We

will leave the site in a clean and tidy state.

- 11.5 We do not tolerate abuse of Our staff in the office or on site and reserve the right to cancel Your contract in the event that this occurs, in which case You must immediately pay the whole of the outstanding balance of the Price and We will deliver the Goods to site for installation by others.
- 11.6 If any Products are supplied in the course of Us providing the Glazing Services, and You discover a defect with one or more of those Products or if the Product or Products have been incorrectly described, You should inform Us using the contact details above in Clause 3.
- 11.7 All Installations will be scheduled during normal working hours, being 8.00 a.m. to 4.00 pm Monday to Friday and 9am to 4pm Saturday and Sunday. Occasionally we may need to work outside of these time brackets. We will inform you about this in advance. If this is not possible, please inform us about the time restrictions prior to the work commencement.

## **12. Inspection and acceptance of Goods**

- 12.1 You must inspect the glass Goods on delivery and Window Renovation and Glazing work - on completion of each stage of Our work.
- 12.2 If You identify any damages or shortages, You must inform Us in writing within 3 days of delivery and installation (for the glass) and 3 days of completion (for window renovation), providing details.
- 12.3 If you provide us with a snagging list, it should be provided within 3 days of completion of each stage of Our work and with full details regarding each defect. You should enclose photos and description of the defect and specify an exact location of the defect on the glass and/or woodwork, indicating the exact location of the glass or woodwork in your house for our further inspection.
- 12.4 We will be under no liability or further obligation in relation to the Goods if:
  - a) You fail to provide notice as set above; and/or
  - b) The defect arises because You did not follow Our oral or written instructions about the storage, commissioning, installation, use and maintenance of the Goods; and/or
  - c) The defect arises from normal wear and tear of the Goods; and/or
  - d) The defect arises from misuse or alteration of the Goods, negligence, willful damage or any other act by You, Your employees or agents or any third parties.
- 12.5 Acceptance of the Goods and rendered Services will be deemed to be upon inspection of them by You, and in any event within 3 days after delivery of Goods or completion of each stage of Our work.

## **13. Product Quality Standards**

- 13.1 Inspection Standards All products are to be inspected using the criteria as described below:
  - a) \_\_\_\_\_ Transparent glass used in the manufacture of insulating glass units, is identical to that used traditionally for single glass, and will therefore have a similar level of quality, indeed the basic glass received from the glass manufacturers often contains 'seeds' and bubbles which are more likely to end up in very large units where cutting around faults is not always possible.
  - b) \_\_\_\_\_ All panes of an insulating glass unit shall be viewed at right angles to

the glass from the room side, standing at a distance of not less than 2 metres (toughened, laminate or coated glass - not less than 3 metres), in natural daylight and not in direct sunlight.

c) There should be no visible moisture on the glass surface. The area to be viewed is the normal vision area with the exception of a 50mm wide band around the perimeter of the unit, known as the edge zone. Insulating glass unit quality shall be judged by looking through the glass and not at it.

13.2 Permissible glass defects in insulating glass units:

Defect Type	Main Vision Area	Edge zone – visible 50mm perimeter
Hairline Scratches	Permissible, but not in clusters	Permissible, but not in clusters
Scratches	Permissible, each scratch of up to 25mm length	Permissible, each scratch of up to 50mm length
Spot defects < 0.5mm	Permissible	Permissible
Spot defects 0.5mm - 2.0mm	Permissible, but not in clusters 2 spots per m <sup>2</sup>	Permissible, but not in clusters
Spot defects > 2.0mm	max 5 spots	per 1m length of glass side
Spot defects > 2.0mm	Not permissible	Not permissible

In the case of obscure and patterned glass, the above criteria do not apply due to the method of manufacture, imperfections such as seeds and bubbles are deemed to be acceptable.

13.3 Glass Soiling

No dirt visible from a distance of 2 metres is permissible inside the insulating glass unit.

13.4 Dimensions and thickness tolerances of insulating glass units

Parameter	Permissible Tolerance
Dimensions	± 1.0mm
Thickness	± 1.0mm (annealed glass) ± 1.5mm (toughened glass, Laminated glass, texture glass)
Diagonal Difference	< 2.0mm/m
Pane Offset	< 2.0mm

13.5 Chips, nicks, shells and other edge defects

Glass defects such as edge chips and shells are permissible up to 2mm, whilst a single individual chip can be up to 6mm. Cracks, even minor – are not permissible and these should be reported at the glass delivery.

13.6 Defects – Georgian bars, leaded units & back to back bar

a) We will try to make new Georgian bars to match those on Your windows. Where an exact match is not possible, We will make them as close a match as possible.

b) \_\_\_\_\_ Lead is a comparatively 'soft' metal and small scratches on the surface of the lead do not constitute a defect.

### 13.7 External Condensation

The water vapour condensation on the external surfaces of insulating glass units is not considered as an insulating glass unit defect and is not covered by the warranty provided by Us.

### 13.8 Toughened glass "polarisation" effect

When thermally toughened glass is reviewed by reflection, the effect of the toughening process may be seen under certain light conditions. The visibility of the surface colouration or patterns does not indicate physical deterioration in the physical performance of the toughened glass, because of the nature of the toughening process, distortion will be accentuated, when the glass is viewed in reflection or incorporated in insulated glass units. Visual double reflection can occur under certain lighting aspect conditions, especially when viewed from an angle.

### 13.9 Brewster's Fringes

The appearance of the optical phenomenon known as Brewster's Fringes is not a defect of the glass and can occur with any glass of high optical and surface quality. This phenomenon is a result of the high quality now being achieved world-wide by modern methods of glass manufacture. Brewster's Fringes occur if wavelengths of light meet up with each other when they are exactly 180° out of phase – an example of the phenomenon known to physicists as the interference of light. The effect is similar to, although usually much smaller than the interference, fringes which can sometimes be seen on toughened glass windscreens. Brewster's Fringes occur when the surfaces of the glass are flat and the two panes of glass are parallel to each other i.e. when the light transmission properties of the installation are of a very high order. This phenomenon is not a defect of the product, being dependent on the laws of physics and not on the quality of the insulating glass. In fact, it arises because modern glass made by the float process is flat and is therefore free of the distortion inherent in sheet glass.

### 13.10 Additional provisions regarding Quality of Glass

- a) \_\_\_\_\_ We shall not be liable for any claims arising from distorted vision, optical phenomena such as Brewster's fringes, cosmetic blemishes, minor abrasions or similar imperfections due to glass manufacturing processes outside Our control.
- b) \_\_\_\_\_ You will not be entitled to reject units incorporating toughened glass which, viewed from certain angles and in certain light conditions will show the inherent physical but unobtrusive coloured stained effect.
- c) \_\_\_\_\_ Glass in hermetically sealed double glazed units will comply with the Visual Quality Standard of the Glass and Glazing Federation issued September 1981 relating to glass generally (or any approved standard which succeeds it). In particular:
  - (i) \_\_\_\_\_ Transparent glass used in the manufacture of sealed units is identical to that used traditionally for single glass and will therefore have a similar level of quality.
  - (ii) \_\_\_\_\_ Both panes of the sealed units shall be viewed from the room-side at a distance of not less than 2 metres, in natural daylight, and not in direct sunlight. For toughened, laminated or coated glasses, shall be viewed from no less than 3 metres away. The area to be viewed will be the normal vision area, with the exception of a 50mm wide band around the

perimeter of the unit. Glass must be viewed at an angle of 90°.

- (iii) Flat transparent glass, including laminated, toughened or coated glass is acceptable if the following are neither obtrusive nor bunched: Bubbles or blisters, Fine scratches not more than 25mm long, Minute particles, Hair lines or blobs. Obtrusiveness of blemishes shall be judged by looking through the glass and not at it, under normal lighting conditions as described in 13.11(c)(ii).
- (iv) Toughened glass may show visual distortions which are accentuated by reflections in sealed units. This is a natural phenomenon and not a fault.
- (v) Laminated glass may have a few more blemishes due to it being made of several layers.
- (vi) Some low emissivity coatings may produce transient visual effects.
- (vii) In some lighting conditions the coating may look like a transparent film or produce a haze, i.e. a cloudy look to the surface.
- (viii) When light-coloured objects such as net curtains are placed close to the glazing they may look slightly darker.
- d) Sandblasted Glass: Please note that due to the vacuum process, sandblasting is done on an exterior face. This means that the unit can be affected by rubbing in transit and can be very difficult to clean.
- e) Distortion: Please be aware that Vacuum glass is more prone to distortion, due to the pressure of the vacuum. It is rare in LandVac due to the 4mm toughened glass, but You should be aware of the possibility when placing the order.
- f) Shaped Units: All shaped units must have at least one right angle corner and any curves must have a single point of radius. Please provide detailed CADs in live format for any orders for shaped units.
- g) Exterior Condensation: LandVac achieves a centre-pane U-value of 0.4, which means it is a super-efficient insulator. Any high-performance glass units are prone to exterior condensation in the right climatic conditions, LandVac is no exception.
- h) Heritage Unit Getters and Plugs: Most LandVac Units have a single plug and getter located along the same edge of the unit. In larger units, additional getters are included. Refer to the technical drawings for details.
- i) We give no warranty concerning the incidences, prevention or elimination of condensation on double glazed units after installation of the Goods and no agent or employee of the Trader has authority to give such a warranty.
- j) All glass used is the best commercially obtainable, but We cannot guarantee against any imperfection or variation inherent in the glass making process.

### 13.11 Draught-proofing

- a) Newly installed draught proofing will result in windows opening and closing stiffer. This is not a defect.

## **14 Problems with Our Service**

14.1 If there is a problem with the result of the Glazing or Window Renovation Services, i.e. they have not been provided with reasonable care and skill, You are entitled to ask Us to repeat or fix the Glazing or Window Renovation Services, or to get a price reduction at Our discretion if this is not possible.

14.2 We always use reasonable efforts to ensure that Our provision of the Glazing or Window Renovation Services is trouble-free. If, however, there is a problem with our Services We request that You inform Us as soon as is reasonably possible. We will use reasonable efforts to remedy the indicated problems as quickly as is reasonably possible and practical.

14.3 We will not charge You for remedying problems under this Clause 14 where the problems have been caused by Us. If We determine that a problem has been caused by incorrect or incomplete information or action provided, taken or not taken by You, We may charge You for remedial work.

14.4 As a Consumer, You have certain legal rights with respect to the purchase of goods or services. For full details of Your legal rights and guidance on exercising them, it is recommended that You contact your local Citizens Advice Bureau or Trading Standards Office.

14.5 If for any reason We are required to repeat the Window Renovation or Glazing Services in accordance with Your legal rights, We will not charge You for doing so and We will bear any and all costs of doing so. In cases where a price reduction applies, this may be any sum at Our discretion up to the full fees payable for Our Services and, where You have already made payment(s) to Us, may result in a full or partial refund. Any such refunds will be issued without undue delay (and in any event within 14 calendar days starting on the date on which We agree that You are entitled to the refund) and made via the same payment method originally used by You unless You request an alternative method.

## **15 Guarantee**

15.1 We warrant that upon delivery, and for the guarantee period from the date of delivery, the Goods conform with their description, are free from material defects in design, material and workmanship, are of satisfactory quality and fit for the purpose described in the Quotation. You must inspect the Goods as soon as possible after delivery and take care to protect them from deterioration whilst awaiting use.

15.2 We provide the following guarantee on Our Products and Services:

- a) 20 years on all Tricoya and Accoya timber repairs
- b) 15 years on FINEO glass / LandVac glass (15-years manufacturer guarantee on glass, 12-month free installation in case of failed glazing units)
- c) 8 years on white paintwork (5 years on paintwork in colour)

15.3 The above guarantees exclude window fittings, furniture and draught-proofing installed by us.

15.4 Limitation: The guarantee is non-transferrable.

15.5 Our Public Liability Insurance cover is up to £5m.

## **16. Your Obligations**

16.1 If any consents, licences, or other permissions are needed from any third parties such as landlords, local authorities, or similar, You must obtain them before We begin to provide the Window Renovation and Glazing Services.

16.2 Before the Confirmation of Order, You must carefully check the details on the Quotation including but not limited to critical dimensions, recommended pitch, colour, glass type, and quantity meet their intended specification;

16.3 You must ensure that the terms of the Quotation, Order, and (if submitted by You) the specification for the Goods is complete and accurate;

16.4 You must ensure that the areas in which We are to work are kept clear of all moveable items and out of use for the duration of the Window Renovation and Glazing Services unless We direct otherwise. You must prepare Your premises and site of the installation for the supply of the Services in accordance with Our requirements as notified to You by Us prior to the Start Date.

16.5 You will ensure that We can access the Property and other facilities at the Agreed Times



to provide the Window Renovation and Glazing Services.

16.6 You may either give Us a set of keys to the Property or be present at the Agreed Times to give Us access. We promise that all keys will be kept safely and securely by Us. In some cases, the nature of the Window Renovation and Glazing Services will always require You to be present.

16.7 If You do not provide the necessary access to the Property or make it impossible for Us to provide Our Services by failing to comply with any other provision in this Clause, and do not have a good reason for this, We may invoice You for any additional charges incurred as a result.

16.8 You must ensure that We have access to electrical outlets and a supply of hot and cold running water.

16.9 You must cooperate with Us in all matters relating to the Services.

16.10 You provide Us with such information and materials as We may reasonably require supplying the Services, and ensure that such information is accurate in all material respects.

16.12 You must keep and maintain all Our materials, equipment, documents and other property at Your premises in safe custody at its own risk, maintain Our materials in good condition until returned to Us, and not dispose of or use Our materials other than in accordance with Our written instructions or authorisation.

## **17. Complaints and Feedback**

17.1 We always welcome feedback from Our customers and, while We always use all reasonable endeavours to ensure that Your experience as a customer of Ours is a positive one, We nevertheless want to hear from You if You have any cause for complaint.

17.2 All complaints are handled in accordance with Our complaints handling policy and procedure as in Clause 18 below.

17.3 We will deal with complaints promptly and fairly.

17.4 We will give complainants clear replies and, where appropriate, fair redress.

17.5 If You wish to complain about any aspect of Your dealings with Us, please contact Us in one of the following ways:

- a) In writing, addressed to \_Mrs Victoria Lurieva, Director, SASHCARE LIMITED, Unit 17, Cave Industrial Estate, Chesterton Fen Road, Cambridge, CB4 1UN;
- b) By email, addressed to Victoria Lurieva, [info@sixoversixwindows.co.uk](mailto:info@sixoversixwindows.co.uk) ;
- c) Using Our complaints form, following the instructions included with the form.

## **18. Complaints Handling Procedure**

### *Informal complaint:*

18.1 You should first raise your complaint informally with Our manager who was in routine contact with You. You may complain verbally or in writing. Receiving Your complaint, Our manager will thoroughly investigate it and fairly deal with it. If, after this stage, you are still not satisfied and wish to continue with the complaint, you should submit further an official complaint as below.

### *Official Complaint:*

18.2 Any official complaint should be in writing. Your written complaint will be referred to our complaint's manager at the earliest opportunity or to a member of the senior management if the complaints manager is unavailable.

18.3 Once we receive your Complaint, we will do the following

- a) Record details on the firm's system immediately.

- b) We will acknowledge the complaint in writing promptly,
- c) We will make contact to seek clarification on any points where necessary.
- d) We will request you to provide a detailed snag list (listing all issues, their location, measurements and supporting photos).
- e) Fully investigate the complaint.
- f) Keep you informed of our progress.
- g) Discuss with you our findings and proposed response.
- h) Provide clear deadlines to respond.

18.4 You will receive contact from Us advising on progress if We cannot respond immediately. We will let You have Our final response as soon as possible and not later than eight weeks.

18.5 Our Complaint Handler will review your matter and speak to the member of staff who acted for you.

18.6 We will need to establish whether or not the complaint relates to the information given, our Company or the service and installation. If unclear, this must not delay investigation and We will proceed with Our own investigation. The complaints manager will review this matter and take the complaint to the Company for them to investigate and provide a written explanation and any supporting information. This may include photos, checklists or remedial satisfaction notes.

18.7 If Your complaint concerns technical issues where expert knowledge is necessary, We will appoint an expert to deal with the technical issues and to get his report.

18.8 The Complaint Handler will send you a detailed written reply to your Complaint, including his suggestions for resolving the matter, within 8 weeks of sending You the acknowledgement letter.

#### Decision Review

18.9 At this stage, if You are still not satisfied, You should contact Us again and We will arrange for the Complaints Principal or someone unconnected with the matter at Our Company to review the decision.

18.10 We may, at this stage, appoint a joint independent expert with Your consent. In such a case the expert's fee will be paid by You and Us equally.

18.11 We will write to you within 14 days of receiving your request for a review, or after receiving the joint expert's report, confirming our final position on your Complaint and explaining our reasons.

#### Final response

18.12 This will set out clearly Our decision and the reasons for it. If any compensation is offered a clear method of calculation will be shown.

18.13 If We have to change any of the timescales above, We will let You know and explain why.

#### Independent Complaint Handler

18.14 If You still wish to escalate Your complaint, you can write your complaint within 7 days from our final decision to an independent complaint handler of our competitors in writing or by email (details to be provided on request)

18.15 The Independent Complaint Handler will inform you about their timescales for Your complaint investigation.

18.16 The Independent Complaint Handler's decision regarding your complaint will be final.

18.17 We will consider a complaint closed when we have made Our final response to You and You did not submit a further request for the complaint investigation to the Independent

Complaint Handler, or on receiving the final response of the Independent Complaint Handler.

## **19. Changing the Start Date**

19.1 If You ask Us to change the Start Date:

- a) We will, where reasonably possible, agree a revised Start Date with You;
- b) If it is not possible to agree a revised Start Date either You or We may terminate the Agreement (see Clause 22).

19.2 If We ask You to change the Start Date, You may either:

- a) agree a revised Start Date with Us; or
- b) terminate the Agreement (see Clause 22).

## **20. Cancellation of Contract During the Cooling Off Period**

20.1 Where the Agreement is not made “on Our premises”, You have a statutory right to a “cooling off” period. This period begins once the contract between You and Us is formed and ends:

- a) in relation to any Products supplied (other than glass, which is made to measure and is non-refundable), at the end of 14 calendar days after the date on which the Products are delivered. If the Products are delivered in instalments, the 14 calendar day period begins on the day that you receive the final instalment; and
- b) in relation to Our Services, at the end of 14 calendar days after the date on which the contract is formed.

20.2 If You wish to cancel the Agreement within the cooling off period, You should inform Us immediately by a clear statement (e.g. a letter sent by post, or email to the postal address, or email address specified in these Terms and Conditions). You may use the Model Cancellation Form, but You do not have to.

20.3 To meet the cancellation deadline, it is sufficient for You to send Your communication concerning the exercise of the right to cancel before the cancellation period has expired.

20.4 If You exercise this right to cancel, You will receive a full refund of any amount paid to the Us in respect of the contract (including, but not limited to, the Deposit, where applicable) but only if we still did not make an Order for the Glass.

20.5 We will refund money using the same method used to make the payment, unless You have expressly agreed otherwise. In any case, You will not incur any fees as a result of the refund.

20.6 We will process the refund due to You as a result of a cancellation without undue delay and, in any case, within the period of 14 calendar days after the day on which We are informed of the cancellation.

20.7 If the Start Date falls within the cooling off period, You must make an express request for provision of Our Services to begin within the 14 calendar day cooling off period. This request forms a normal part of the ordering process. By making such a request You acknowledge and agree to the following:

- a) If Our Services is completed within the 14 calendar day cooling off period, You will lose the right to cancel once Our Services is completed;
- b) If You cancel the Agreement after provision of Our Services has begun You will be required to pay for Our Services and any Products that cannot be returned to Us supplied up until the point at which You inform Us of Your wish to cancel;
- c) The amount due will be calculated in proportion to the full price of Our Services and the actual Window Renovation and Glazing Services already provided. Any sums that

have already been paid for Our Services will be refunded, subject to deductions calculated on this basis;

20.8 Clause 21 applies to the termination of the Agreement after the 14 calendar day cooling off period has elapsed.

## **21. Cancellation Outside of the Cooling Off Period**

21.1 In addition to Your rights in Clause 20 relating to the cooling off period, the following applies to Your termination of the Agreement after the cooling off period and before the Start Date (if relevant):

- a) If You cancel the Window Renovation or Glazing Services after the 14 calendar day cooling off period has expired (or where it does not apply) and more than 7 calendar days before the Start Date, We will refund the Deposit (except for the glass), if applicable, and any other sums paid as soon as is reasonably possible, and in any event within 14 calendar days of cancellation.
- b) If You cancel the Window Renovation or Glazing Services after the 14 calendar day cooling off period has expired (or where it does not apply) and less than 7 calendar days before the Start Date, We will retain from the Deposit, if applicable, a sum to cover any net financial loss that We suffer due to the cancellation. We will refund the balance of the Deposit to You as soon as is reasonably possible, and in any event within 14 calendar days of cancellation. If Our net financial loss is more than the amount of the Deposit (and/or if no Deposit has been paid), We will invoice You for the shortfall and You will be required to make payment in accordance with Clause 7.

21.2 We may need to terminate the Agreement before the Start Date due to the unavailability of required personnel or materials, or due to the occurrence of an event outside of Our reasonable control. If such cancellation is necessary, We will inform You as soon as reasonably possible. We will refund the Deposit, if applicable, and any other sums paid as soon as is reasonably possible, and in any event within 14 calendar days of termination.

## **22. Termination**

22.1 You may terminate the Agreement with immediate effect at any time by giving Us written notice if:

- a) We have breached the Agreement in any material way and have failed to remedy that breach within 6 months of You asking Us in writing to do so;
- b) We enter into liquidation or have an administrator or receiver appointed over Our assets;
- c) You and We have been unable to agree a revised Start Date or You elect to terminate the Agreement under Clause 19;
- d) We are unable to provide the Window Renovation or Glazing Services due to an event outside of Our control (see Clause 24).

22.2 We may terminate the Agreement with immediate effect by giving You written notice if:

- a) You fail to make a payment on time as required under Clause 7 (this does not affect Our right to charge interest on overdue sums under sub-Clause 7.9);
- b) You have breached the Agreement in any material way and have failed to remedy that breach within 3 months of Us asking You in writing to do so; or
- c) You and We have been unable to agree a revised Start Date under Clause 19;
- d) You do not provide Us with access to the Property or otherwise make it impossible for Us to provide the Window Renovation or Glazing Services, and We have been unable

to contact You to re-arrange the Window Renovation or Glazing Services under sub-Clause 16.7;

- e) We have been unable to provide the Glazing Services for more than 4 weeks due to an event outside of Our control (see Clause 24).

22.3 For the purposes of this Clause 22, a breach of the Agreement will be considered 'material' if it is not minimal or trivial in its consequences to the terminating Party. In deciding whether or not a breach is material, no regard will be had to whether it was caused by any accident, mishap, mistake or misunderstanding.

22.4 If at the termination date:

- a) You have made any payment to Us (including, but not limited to, the Deposit, where applicable) for any Glazing Services We have not yet provided, these sums will be refunded to You as soon as is reasonably possible, and in any event within 14 calendar days of the termination notice. We may, however, deduct from such a refund (or charge You) reasonable compensation for the net costs We will incur as a result of your breaking the Agreement if We terminate it under sub-Clauses 22.2.1, 22.2.2, or 22.2.4;
- b) We have provided Glazing Services that You have not yet paid for, the sums due will be deducted from any refund due to You or, if no refund is due, We will invoice You for those sums and You will be required to make payment in accordance with Clause 7.

## **23. Effects of Termination**

23.1 If the Agreement is terminated for any reason:

- a) Any Clauses which, either expressly or by their nature, relate to the period after the expiry or termination of the Agreement will remain in full force and effect.
- b) Termination will not remove or reduce any right to damages or other remedy which either You or We may have in respect of any breach of the Agreement which exists at or before the date of termination.

## **24. Events Outside of Our Control (Force Majeure)**

24.1 We will not be liable for any failure or delay in performing Our obligations under these Terms and Conditions where the failure or delay results from any cause that is beyond Our reasonable control ("Force Majeure"). Such Force Majeure causes include, but are not limited to: power failure, internet service provider failure, strikes, lock-outs or other industrial action by third parties, riots and other civil unrest, fire, explosion, flood, storms, earthquakes, subsidence, acts of terrorism (threatened or actual), acts of war (declared, undeclared, threatened, actual or preparations for war), epidemic, pandemic, or other natural disaster, or any other similar or dissimilar event that is beyond Our reasonable control.

24.2 If any Force Majeure event described under this Clause 24 occurs that is likely to adversely affect Our performance of any of Our obligations under these Terms and Conditions:

- a) We will inform You as soon as is reasonably possible;
- b) Our obligations under the Agreement will be suspended and any time limits that We are bound by will be extended accordingly;
- c) We will inform You when the event outside of Our control is over and provide details of any new dates, times or availability of Window Renovation and Glazing Services as necessary;
- d) You or We may terminate the Agreement (see Clause 29).

## **25. Liability**

25.1 We will be responsible for any foreseeable loss or damage that You may suffer as a result of Our breach of these Terms and Conditions or as a result of Our negligence. Loss or damage is foreseeable if it is an obvious consequence of the breach or negligence or if it is contemplated by You and Us when the Agreement is entered into. We will not be responsible for any loss or damage that is not foreseeable.

25.2 We will maintain suitable and valid insurance including public liability insurance.

25.3 We provide Window Renovation and Glazing Services for domestic and private purposes only. We make no warranty or representation that the Window Renovation and Glazing Services are fit for commercial, business or industrial purposes of any kind. We will not be liable to You for any loss of profit, loss of business, interruption to business or for any loss of business opportunity.

25.4 If We cause any damage to the Property or anything in it, We will make good that damage at no additional cost to You. We are not responsible for any pre-existing faults or damage in or to Your Property that We may discover while providing the Glazing Services.

25.5 Our total liability for any loss or damage caused as a result of Our negligence or breach of these Terms and Conditions or the Agreement by Us is limited to £5 million.

25.6 We are not liable for any loss or damage You suffer which results from Your failure to follow any reasonable instructions given by Us.

25.7 Nothing in these Terms and Conditions is intended to or will limit or exclude Our liability for death or personal injury caused by Our negligence or for fraud or fraudulent misrepresentation.

25.8 Nothing in these Terms and Conditions is intended to or will limit Your legal rights as a Consumer under any consumer protection legislation. For more details of Your legal rights please refer to Your local Citizens Advice Bureau or Trading Standards Office.

## **26. How We Use Your Personal Data (Data Protection)**

26.1 All personal information that We may use will be collected, processed, and held in accordance with the provisions of EU Regulation 2016/679 General Data Protection Regulation ("GDPR") and Your rights under the GDPR.

26.2 For complete details of Our collection, processing, storage, and retention of personal data including, but not limited to, the purpose(s) for which personal data is used, the legal basis or bases for using it, details of Your rights and how to exercise them, and personal data sharing (where applicable), please refer to Our Privacy Notice available from Our head office.

## **27. Other Important Terms**

27.1 We may from time to time change these Terms and Conditions without giving You notice, but We will use Our reasonable endeavours to inform You as soon as is reasonably possible of any such changes.

27.2 We may transfer (assign) Our obligations and rights under the Agreement to a third party (this may happen, for example, if We sell Our business). If this occurs We will inform You in writing. Your rights under the Agreement will not be affected and Our obligations under the Agreement will be transferred to the third party who will remain bound by them.

27.3 You may not transfer (assign) Your obligations and rights under the Agreement without Our express written permission (such permission not to be unreasonably withheld).

27.4 The Agreement is between You and Us. It is not intended to benefit any other person or

third party in any way and no such person or party will be entitled to enforce any provision of the Agreement.

27.5 If any provision of the Agreement or these Terms and Conditions is held by any competent authority to be invalid or unenforceable in whole or in part the validity of the other provisions of the Agreement or these Terms and Conditions and the remainder of the provision in question will not be affected.

27.6 No failure or delay by Us or You in exercising any rights under the Agreement means that We or You have waived that right, and no waiver by Us or You of a breach of any provision of the Agreement means that We or You will waive any subsequent breach of the same or any other provision.

## **28. Regulations and Information**

28.1 We are required by the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 to ensure that certain information is given or made available to You as a Consumer before We make Our contract with You (i.e. before You have accepted the Quotation and we confirmed we accepted the Order) except where that information is already apparent from the context of the transaction. We have included the information itself either in the Agreement or Quotation for You to see, or We will make it available to You before You accept the Quotation and sign the Agreement. All of that information will, as required by the Regulations, be part of the terms of Our contract with You as a Consumer.

28.2 As required by the Regulations:

- a) all of the information described in sub-Clause 28.1; and
- b) any other information which We give to You about the Window Renovation and Glazing Services, or about Us or Our business which you take into account when deciding to accept the Quotation, or when making any other decision about the Window Renovation and Glazing Services, will be a part of the terms of Our contract with You as a Consumer.

## **29. Law and Jurisdiction**

29.1 These Terms and Conditions, the Agreement, and the relationship between You and Us (whether contractual or otherwise) shall be governed by, and construed in accordance with the law of England & Wales.

29.2 As a consumer, You will benefit from any mandatory provisions of the law in Your country of residence. Nothing in Sub-Clause 29.1 above takes away or reduces Your rights as a consumer to rely on those provisions.

29.3 Any dispute, controversy, proceedings or claim between You and Us relating to these Terms and Conditions, the Agreement, or the relationship between You and Us (whether contractual or otherwise) shall be subject to the jurisdiction of the courts of England, Wales, Scotland, or Northern Ireland, as determined by Our residency.