

Terms & Conditions



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OUR TERMS

1. DEFINITIONS

1.1 When the following words with capital letters are used in these Terms, this is what they will mean:

- (a) **Event Outside Our Control:** is defined in clause 13.2;
- (b) **Goods:** the goods that We are selling to you as set out in the Order;
- (c) **Guarantee:** the guarantee attached to these Terms;
- (d) **Order:** your order for the Goods and/or Services;
- (e) **Product:** the product We create for you as a result of the Services, as set out in the Order;
- (f) **Services:** the services that We are providing to you as set out in the Order;
- (g) **Terms:** the terms and conditions set out in this document; and
- (h) **We/Our/Us:** Windoor Online Limited, Company Registration Number **116772511**, 182 Swan Avenue, Bingley, West Yorkshire, BD16 3PA.

1.2 When We use the words "writing" or "written" in these Terms, this will include e-mail unless We say otherwise.

2. OUR CONTRACT WITH YOU

2.1 These are the terms and conditions on which We supply Goods, or Services, or both Goods and Services, to you.

2.2 Please ensure that you read these Terms carefully, and check that the details on the Order and these Terms are complete and accurate, before you confirm the Order. If you think that there is a mistake or require any changes, please contact Us to discuss. We will confirm any changes in writing to avoid any confusion between you and Us.

2.3 When you submit the Order to Us, this does not mean We have accepted your order for Goods and/or Services. Our acceptance of the Order will take place as described in clause 2.4. If We are unable to supply you with the Goods and/or Services, We will inform you of this and We will not process the Order.

2.4 These Terms will become binding on you and Us when We issue you with a written acceptance of an Order, at which point a contract will come into existence between you and Us.

2.5 We shall assign an order number to the Order and inform you of it when We confirm the Order. Please quote the order number in all subsequent correspondence with Us relating to the Order.

2.6 Our website, catalogue and brochure are solely for the promotion of Our Goods in the UK. Unfortunately, while we may agree to accept orders from addresses outside the UK mainland we do not deliver to areas outside the UK mainland or the Isle of Wight and do not have servicing engineers operating in these areas.

2.7 The images of the Goods on Our website and in Our catalogue or brochure or any other literature are for illustrative purposes only. Although We have made every effort to display the colours accurately, We cannot guarantee that the printed pictures accurately reflect the colour of the Goods. Your Goods may vary slightly from those images. Although We have made every effort to be as accurate as possible, because our Goods are handmade, all sizes, weights, capacities, dimensions and measurements indicated in Our catalogue or brochure have a 2% tolerance.

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3. CHANGES TO ORDER OR TERMS

- 3.1** We may revise these Terms from time to time to reflect changes in relevant laws and regulatory requirements.
- 3.2** If We have to revise these Terms under clause 3.1, We will give you at least one month's written notice of any changes to these Terms before they take effect. You can choose to cancel the contract in accordance with clause 14.12(c).
- 3.3** You may make a change to the Order for Goods and/or Services within 7 calendar days of placing an Order by contacting Us, except in the case of made-to-measure Goods. Where this means a change in the total price of the Goods and/or Services, We will notify you of the amended price in writing. You can choose to cancel the Order in accordance with clause 14 in these circumstances.
- 3.4** If you wish to cancel an Order before it has been fulfilled, please see your right to do so in clause 14. In the case of made-to-measure Goods, unfortunately, because We make these Goods to your specific requirements, you will not be able to cancel an Order once we have accepted it in accordance with Clause 2.4

4. DELIVERY OF GOODS

- 4.1** Please note that timescales for delivery and delivery charges will vary depending on the availability of the Goods and your address. We do not accept orders from or deliver to addresses outside the UK mainland or to the Isle of Wight.
- 4.2** We will contact you with an estimated delivery week on the day on which we receive payment from you in cleared funds after we have accepted your order. On the week prior to the estimated delivery week We will contact you and provide you with an estimated day of delivery. Occasionally Our delivery to you may be affected by an Event Outside Our Control. See clause 13 for Our responsibilities when this happens.
- 4.3** If we miss the delivery deadline for any Goods then you may cancel your Order straight away if any of the following apply:
- (a)** We have refused to deliver the Goods;
 - (b)** delivery within the delivery deadline was essential (taking into account all the relevant circumstances); or
 - (c)** you told Us before we accepted your order that delivery within the delivery deadline was essential.
- 4.4** If you do not wish to cancel your order straight away, or do not have the right to do so under clause 4.3, you can give Us a new deadline for delivery, which must be reasonable, and you can cancel your Order if We do not meet the new deadline.
- 4.5** If you do choose to cancel your Order for late delivery under clause 4.4 or clause 4.5, you can do so for just some of the Goods or all of them, unless splitting them up would significantly reduce their value. If the Goods have been delivered to you, you will have to return them to Us or allow Us to collect them, and We will pay the costs of this. After you cancel your Order We will refund any sums you have paid to Us for the cancelled Goods and their delivery.
- 4.6** Delivery of an Order shall be completed when We deliver the Goods to the address you gave Us and the Goods will be your responsibility from that time.
- 4.7** You own the Goods once We have received payment in full.

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5. IF THE GOODS ARE FAULTY

As a consumer, you have legal rights in relation to Goods that are faulty or not as described. We are under a legal duty to supply Goods that are in conformity with this contract. Advice about your legal rights is available from your local Citizens' Advice Bureau or Trading Standards office. Nothing in these Terms will affect these legal rights.

6. PROVIDING SERVICES

- 6.1** We will supply the Services to you from the date set out in the Order until the estimated completion date set out in the Order.
- 6.2** We will make every effort to complete the Services on time. However, there may be delays due to an Event Outside Our Control. See clause 13 for Our responsibilities when an Event Outside Our Control happens.
- 6.3** We may need certain information from you that is necessary for Us to provide the Services. We will contact you about this. If you do not, after being asked by Us, provide Us with such reasonable information that We require to carry out the Services, or you provide Us with incomplete or incorrect information, We may make an additional charge of a reasonable sum to cover any extra work that is required. We will not be liable for any delay or non-performance where you have not provided this information to Us after We have asked. If We suspend the Services under this clause 6.3, you do not have to pay for the Services while they are suspended, but this does not affect your obligation to pay any invoices We have already sent you.
- 6.4** We may have to suspend the Services if We have to deal with technical problems, or to make improvements agreed between you and Us in writing to the Services. We will contact you to let you know in advance where this occurs, unless the problem is urgent or an emergency. You do not have to pay for the Services while they are suspended under this clause 6.4 but this does not affect your obligation to pay for any invoices We have already sent you.
- 6.5** If you do not pay Us for the Services when you are supposed to as set out in clause 11.7, We may suspend the Services with immediate effect until you have paid Us the outstanding amounts (except where you dispute an invoice under clause 11.9). We will contact you to tell you this. This does not affect Our right to charge you interest under clause 11.8.
- 6.6** If We design the Product for you, We will own the copyright, design right and all other intellectual property rights in the Product and any drafts, drawings or illustrations We make in connection with the Product for you.

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7. SURVEY

- 7.1** We will try to carry out the survey as soon as possible before the Order is completed.
- 7.2** When We carry out the survey at your property our surveyor may find additional work that will have to be dealt with before we can carry out the contract. If We are able to carry out such work ourselves, We will quote for doing so. If you are not prepared to pay Our price for the remedial work, you may have it carried out by someone else before you proceed with your contract with us.
- 7.3** If you instruct us to carry out a survey and you place an order with Us to supply the Products but not the installation Services, you accept it is your responsibility for ensuring that the measurements and dimensions of the Products specified in the Order are correct and accurate and you agree that we shall have no liability in respect of any incorrect dimensions and/or measurements. Unfortunately, We cannot accept the return of made-to-measure Goods if the reason for the return is because you provided Us with incorrect measurements. However, this will not affect your legal rights as a consumer in relation to made-to-measure Goods that are faulty or not as described. Advice about your legal rights is available at your local Citizen's Advice Bureau or Trading Standards office.

8. INSTALLATION

- 8.1** Our Order confirmation will contain either an anticipated start date for installation of the Product or an anticipated delivery time.
- 8.2** If We are unable to start installation by the anticipated start date, (unless caused by circumstances beyond our control) you will be entitled to require Us to start within a further six weeks.
- 8.3** The Product shall be installed in accordance with the relevant Building Regulations, British and European standards, or, where these do not exist, Certass standards.
- 8.4** When We carry out the installation our installers may find additional work in your property that will have to be dealt with by you before We can continue.
- 8.5** We shall take every reasonable precaution to protect your property and possessions, and we carry insurance in case anything is accidentally damaged by us.
- 8.6** We suggest that you clear the areas in your property where we are installing the Product and put away anything that has monetary or sentimental value in a safe place.

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9. GUARANTEE OF PRODUCT

9.1 If we have guaranteed the Product as specified in the Guarantees the terms of the Guarantee shall apply to the Product. However, the Guarantee will not apply in the circumstances described in clause 9.2.

9.2 This Guarantee does not apply to any defect in the Product arising from:

- (a)** fair wear and tear;
- (b)** wilful damage, abnormal storage or working conditions, accident, negligence by you or by any third party;
- (c)** misuse, neglect, lack of maintenance or from causes beyond Our control (such as fire, flooding, criminal damage etc);
- (d)** internal condensation caused by excess moisture in the domestic environment or external condensation which can occur in certain climatic conditions;
- (e)** if you fail to operate or use the Product in accordance with the user instructions or any guidelines supplied by us;
- (f)** any alteration or repair by you or by a third party who is not one of Our authorised repairers;
- (g)** any specification provided by you;
- (h)** minor imperfections in and on glass arising from manufacturing outside the scope of the visual quality standards of the GGF; and
- (i)** in the event of any exclusions specified in the Guarantee.

9.3 You must notify us of any defects in the Product or Services within 28 days of discovery of the defect, preferably in writing using our complaints procedure set out in clause 16.2.

9.4 This guarantee is in addition to your legal rights in relation to the Goods that are faulty or not as described. We are under a legal duty to supply Goods that are in conformity with this contract. Advice about your legal rights is available from your local Citizens' Advice Bureau or Trading Standards office.

10. IF THERE IS A PROBLEM WITH THE SERVICES OR THE PRODUCT

10.1 In the unlikely event that there is any defect with the Services or Product:

- (a)** please contact Us and tell Us as soon as reasonably possible;
- (b)** please give Us a reasonable opportunity to repair or fix any defect; and
- (c)** We will make every effort to repair or fix the defect as soon as reasonably practicable.

10.2 You will not have to pay for Us to repair or fix a defect with the Services or Product under this clause 10.1. However, if we are called out to your property and there is no defect with the Services or Product we reserve the right to charge a reasonable call out fee. We will provide information about those charges before we attend your property.

10.3 As a consumer, you have legal rights in relation to Services not carried out with reasonable skill and care, or if the materials We use are faulty or not as described. Advice about your legal rights is available from your local Citizens' Advice Bureau or Trading Standards office. Nothing in these Terms will affect these legal rights.

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11. PRICE AND PAYMENT

- 11.1** The price of the Goods and/or the Services will be set out in the Order. Our prices may change at any time, but price changes will not affect Orders that you have already placed.
- 11.2** These prices include VAT. However, if the rate of VAT changes between the date of the Order and the date of delivery or performance, We will adjust the rate of VAT that you pay, unless you have already paid for the Goods and/or Services in full before the change in the rate of VAT takes effect.
- 11.3** The prices for the delivery costs are usually shown separately on the Order but are included in the total overall price specified in the Order, which will be added to the total amount due.
- 11.4** It is always possible that, despite Our best efforts, some of the Goods We sell may be incorrectly priced. We will normally check prices as part of Our despatch procedures so that, where the Goods' correct price is less than Our stated price, We will charge the lower amount when dispatching the Goods to you. If the Goods' correct price is higher than the price stated on our literature or website We will contact you to tell you and wait for your instructions. If the pricing error is obvious and unmistakable and could have reasonably been recognised by you as a mispricing, We do not have to provide the Goods to you at the incorrect (lower) price.
- 11.5** Where We are providing Goods to you, you must make payment for Goods in advance by credit, debit card or by way of direct bank transfer. We do not accept payment by cheque.
- 11.6** Where We are providing Services to you, We will usually ask you to make an advance payment of the price of the Services. Your rights to a refund on cancellation are set out in clause 14. We will invoice you for the balance of the Services either at intervals during the carrying out of the Services or on or any time after We have performed the Services. You must pay each invoice in cleared monies within 7 calendar days at the date of invoice by such method as We shall reasonably require.
- 11.7** If you do not make any payment due to Us by the due date for payment, We may charge interest to you on the overdue amount at the rate of 3% a year above the base lending rate of Barclays Bank PLC from time to time. This interest shall accrue on a daily basis from the due date until the date of actual payment of the overdue amount, whether before or after judgment. You must pay Us interest together with any overdue amount.
- 11.8** However, if you dispute an invoice in good faith and contact Us to let Us know promptly after you have received an invoice that you dispute it, clause 11.7 will not apply for the period of the dispute.

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12. OUR LIABILITY TO YOU

- 12.1** If We fail to comply with these Terms, We are responsible for loss or damage you suffer that is a foreseeable result of Our breach of the Terms or Our negligence, but We are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if it is an obvious consequence of Our breach or if it was contemplated by you and Us at the time we entered into this contract.
- 12.2** If We are installing the Goods or Product and/or providing Services in your property, unless we have agreed in the scope of works we provide you prior to the Order (for example, you are carrying out renovation works) We will make good any damage to your property caused by Us in the course of installation or performance. However, We are not responsible for the cost of repairing any pre-existing faults or damage to your property that We discover in the course of installation and/or performance by Us.
- 12.3** We only supply the Goods and/or Services or Product for domestic and private use. You agree not to use the Goods and/or Services or Product for any commercial, business or re-sale purpose, and We have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.
- 12.4** We do not exclude or limit in any way Our liability for:
- (a)** death or personal injury caused by Our negligence or the negligence of Our employees, agents or subcontractors;
 - (b)** fraud or fraudulent misrepresentation;
 - (c)** breach of the terms implied by section 12 of the Sale of Goods Act 1979 and by section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession);
 - (d)** breach of the terms implied by sections 13, 14 and 15 of the Sale of Goods Act 1979 and sections 3, 4 and 5 of the Supply of Goods and Services Act 1982 (description, satisfactory quality, fitness for purpose and samples); and
 - (e)** defective products under the Consumer Protection Act 1987

13. EVENTS OUTSIDE OUR CONTROL

- 13.1** We will not be liable or responsible for any failure to perform, or delay in performance of, any of Our obligations under these Terms that is caused by an Event Outside Our Control.
- 13.2** An Event Outside Our Control means any act or event beyond Our reasonable control, including without limitation strikes, lock-outs or other industrial action by third parties, civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not) or threat or preparation for war, fire, explosion, storm, flood, earthquake, subsidence, epidemic or other natural disaster, or failure of public or private telecommunications networks.
- 13.3** If an Event Outside Our Control takes place that affects the performance of Our obligations under these Terms:
- (a)** We will contact you as soon as reasonably possible to notify you; and
 - (b)** Our obligations under these Terms will be suspended and the time for performance of Our obligations will be extended for the duration of the Event Outside Our Control. Where the Event Outside Our Control affects Our delivery of Goods to you, We will arrange a new delivery date with you after the Event Outside Our Control is over. Where the Event Outside Our Control affects Our performance of Services to you, We will restart the Services as soon as reasonably possible after the Event Outside Our Control is over.

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13. EVENTS OUTSIDE OUR CONTROL

13.4 You may cancel the contract if an Event Outside Our Control takes place and you no longer wish Us to provide the Goods and/or Services. Please see your cancellation rights under clause 14. We will only cancel the contract if the Event Outside Our Control continues for longer than two weeks in accordance with Our cancellation rights in clause 14.

14. YOUR RIGHTS TO CANCEL AND APPLICABLE REFUND

14.1 PLEASE ENSURE YOU HAVE READ CLAUSE 14.10 CAREFULLY

14.2 If you are a consumer subject to certain exceptions you have a legal right to cancel a Contract under the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 within 7 calendar days from the date of the contract or after 14 days after the date of delivery of Goods or Products. This means that during the relevant period if you change your mind or decide for any other reason that you do not want to receive or keep a Product, you can notify us of your decision to cancel the Contract and receive a refund. Advice about your legal right to cancel the Contract is available from your local Citizens' Advice Consumer Service or Trading Standards office.

14.3 Your legal right to cancel a Contract starts from the date we accept your Order by issuing an Order acceptance which is when the Contract between us is formed. Your deadline for cancelling the Contract then depends on what you have ordered and how it is delivered, as set out in the table below:

YOUR CONTRACT

Your Contract is for a single Product (which is not delivered in instalments on separate days).

Your Contract is for either of the following:

- ✓ one part of the Goods which is delivered in instalments on separate days
- ✓ multiple Goods which are delivered on separate days.

Your Contract is for the regular delivery of Goods over a set period.

END OF THE CANCELLATION PERIOD

The end date is the end of 14 days after the day on which you receive the Goods.

Example: if we provide you with a dispatch confirmation on 1 January and you receive the Goods on 10 January you may cancel at any time between 1 January and the end of the day on 24 January.

The end date is 14 days after the day on which you receive the last instalment of the Goods or the last of the separate Goods ordered.

Example: if we provide you with a dispatch confirmation on 1 January and you receive the first instalment of your Goods or the first of your separate Goods on 10 January and the last instalment or last separate Product on 15 January you may cancel in respect of all instalments and any or all of the separate Goods at any time between 1 January and the end of the day on 29 January.

The end date is 14 days after the day on which you receive the first delivery of the Goods.

Example: if we provide you with a dispatch confirmation on 1 January in respect of Goods to be delivered at regular intervals over a year and you receive the first delivery of your Goods on 10 January, you may cancel at any time between 1 January and the end of the day on 24 January. 24 January is the last day of the cancellation period in respect of all Goods to arrive during the year.

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14. YOUR RIGHTS TO CANCEL AND APPLICABLE REFUND

- 14.4** To cancel a Contract, you just need to let us know that you have decided to cancel. The easiest way to do this is to email us at hello@windooronline.co.uk. Any related credit agreement will automatically be cancelled if you exercise your right to cancel.
- 14.5** If you are e-mailing us or writing to us please include details of your order to help us to identify it. If you send us your cancellation notice by e-mail or by post, then your cancellation is effective from the date you send us the e-mail or post the letter to us. For example, you will have given us notice in time as long as you get your letter into the last post on the last day of the cancellation period or e-mail us before midnight on that day.
- 14.6** If you cancel your Contract we will:
- (a)** refund you the price you paid for the Goods. However, please note we are permitted by law to reduce your refund to reflect any reduction in the value of the goods;
 - (b)** refund any delivery costs you have paid, although, as permitted by law, the maximum refund will be the costs of delivery by the least expensive delivery method we offer (provided that this is a common and generally acceptable method). For example, if we offer delivery of Goods within 3-5 days at one cost but you choose to have the Goods delivered within 24 hours at a higher cost, then we will only refund what you would have paid for the cheaper delivery option;
 - (c)** make any refunds due to you as soon as possible and in any event within the deadlines indicated below:
 - (i)** if you have received the Goods and we have not offered to collect them from you: 14 days after the day on which we receive the Goods back from you or, if earlier, the day on which you provide us with evidence that you have sent the Goods back to us. For information about how to return Goods to us, see clause 14.9;
 - (ii)** if you have not received the Goods or you have received it and we have offered to collect them from you: 14 days after you inform us of your decision to cancel the Contract.
- 14.7** If you have returned the Goods to us under this clause they are faulty or mis-described, we will refund the price of the Goods in full, together with any applicable delivery charges, and any reasonable costs you incur in returning the item to us.
- 14.8** We will refund you on the credit card or debit card used by you to pay or by way of a direct bank transfer. If you used vouchers to pay for the Product we may refund you in vouchers.
- 14.9** If any Goods have been delivered to you before you decide to cancel your Contract:
- (a)** then you must return them to us without undue delay and in any event not later than 14 days after the day on which you let us know that you wish to cancel the Contract. If we have offered to collect the Goods from you we will collect the Products from the address to which they were delivered. We will contact you to arrange a suitable time for collection;
 - (b)** unless the Product is faulty or not as described (in this case, see clause 14.7), you will be responsible for the cost of returning the Products to us. If we have offered to collect the Product from you, we will charge you the direct cost to us of collection.

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14. YOUR RIGHTS TO CANCEL AND APPLICABLE REFUND

14.10 However, the above cancellation rights set out in this clause do not apply in the case of any made to measure Goods or Products such as windows or doors that we have made specifically to meet your requirements. Unfortunately, as the made-to-measure Goods/Products are made to your requirements, you will not be able to cancel your Order once made (but this will not affect your legal rights as a consumer in relation to made-to-measure Goods that are faulty or not as described). However we will provide you with a right to cancel an Order without charge up to 7 calendar days after placing your Order unless you expressly consent to us commencing manufacture and installation of the Goods/Products before the expiry of this period. To cancel a Contract, you just need to let us know that you have decided to cancel. The easiest way to do this is to email us at hello@windooronline.co.uk. Any related credit agreement will automatically be cancelled if you exercise your right to cancel.

14.11 Once We have begun to provide the Services to you, you may cancel the contract for the Services at any time by providing Us with at least 30 calendar days' notice in writing. Any advance payment you have made for Services that have not been provided will be refunded to you.

14.12 Once We have begun to provide the Services to you, you may cancel the contract for Services with immediate effect by giving Us written notice if:

- (a)** We break this contract in any material way and We do not correct or fix the situation within 7 days of you asking Us to in writing;
- (b)** We go into liquidation or a receiver or an administrator is appointed over Our assets;
- (c)** We change these Terms under clause 3.1 to your material disadvantage;
- (d)** We are affected by an Event Outside Our Control.

15. OUR RIGHTS TO CANCEL AND APPLICABLE REFUND

15.1 We may have to cancel an Order before the start date for the Services or before the Goods are delivered, due to an Event Outside Our Control or the unavailability of stock or (in the case of Services) key personnel or key materials without which We cannot provide the Services. If this happens:

- (a)** We will promptly contact you to let you know;
- (b)** if you have made any payment in advance for Services that have not been provided to you, or Goods that have not been delivered to you, We will refund these amounts to you;
- (c)** where We have already started work on your Order for Services or made-to-measure Goods, We will not charge you anything and you will not have to make any payment to Us.

15.2 Once We have begun to provide the Services to you, We may cancel the contract for the Services at any time by providing you with at least 30 calendar days' notice in writing. If you have made any payment in advance for Services that have not been provided to you, We will refund these amounts to you.

15.3 We may cancel the contract for Services at any time with immediate effect by giving you written notice if:

- (a)** you do not pay Us when you are supposed to as set out in clause 11.7. This does not affect Our right to charge you interest under clause 11.8; or
- (b)** you break the contract in any other material way and you do not correct or fix the situation within 7 days of Us asking you to in writing.

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16. INFORMATION ABOUT US AND HOW TO CONTACT US

- 16.1** We are a company registered in England and Wales. Our company registration number is **11672511** and Our registered office is at **182 Swan Avenue, Bingley, West Yorkshire, BD16 3PA**
- 16.2** If you have any questions or if you have any complaints, please contact Us. We will supply you with details of Our complaints procedure.
- 16.3** If you wish to contact Us in writing, or if any clause in these Terms requires you to give Us notice in writing (for example, to cancel the contract for services which We have started to provide), you can send this to Us by e-mail, by hand, or by pre-paid post to Us. We will confirm receipt of this by contacting you in writing. If We have to contact you or give you notice in writing, We will do so by e-mail, by hand, or by pre-paid post to the address you provide to Us in the Order.

17. HOW WE MAY USE YOUR PERSONAL INFORMATION

- 17.1** We will use the personal information you provide to Us to:
- (a)** provide the Goods and/or Services;
 - (b)** process your payment for such Goods and/or Services; and
 - (c)** inform you about similar products or services that We provide, but you may stop receiving these at any time by contacting Us.
- 17.2** You agree that We may pass your personal information to credit reference agencies and that they may keep a record of any search that they do.

18. OTHER IMPORTANT TERMS

- 18.1** We may transfer Our rights and obligations under these Terms to another organisation, and We will always notify you in writing if this happens, but this will not affect your rights or Our obligations under these Terms.
- 18.2** You may only transfer your rights or your obligations under these Terms to another person if We agree in writing.
- 18.3** This contract is between you and Us. No other person shall have any rights to enforce any of its terms. However, We may agree to the transfer of the guarantee at clause 9 to the purchaser of your property but before We agree We may ask to inspect the installation to ensure it has not been neglected or misused and will be entitled to charge a reasonable transfer and inspection fee. In the event We agree, we will provide written confirmation to you, and the purchaser of your property will have the benefit of the guarantee at clause 9 if you transfer it to them, but We and you will not need their consent to cancel or make any changes to these Terms. You should inform your solicitors when you instruct them in connection with the sale of your property to contact Us in the early stage of the selling process.

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- 18.4** Each of the paragraphs of these Terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.
- 18.5** If We fail to insist that you perform any of your obligations under these Terms, or if We do not enforce Our rights against you, or if We delay in doing so, that will not mean that We have waived Our rights against you and will not mean that you do not have to comply with those obligations. If We do waive a default by you, We will only do so in writing, and that will not mean that We will automatically waive any later default by you.
- 18.6** These Terms are governed by English law. You and We both agree to submit to the non-exclusive jurisdiction of the English courts. However, if you are a resident of Northern Ireland you may also bring proceedings in Northern Ireland, and if you are a resident of Scotland, you may also bring proceedings in Scotland.

