

These Terms and Conditions apply to all repairs carried out by us, The Window Doctor Care & Repair Service Ltd, a company registered in England and Wales under number 03640939, whose registered office address is at Unit R, Maple Dr, Hinckley LE10 3BE (“the Company/we/us/our”).

These Terms and Conditions will form the basis of the Contract between you and us. Please ensure that you have read these Terms and Conditions carefully. If you are unsure about any part of them, please ask us for clarification.

These Terms and Conditions apply to all customers unless stated. If you are not a Consumer, please refer to our alternative terms and conditions.

1. Definitions and Interpretation

- 1.1. In these Terms and Conditions, unless the context otherwise requires, the following expressions have the following meanings:
“**Consumer**” is as defined in the Consumer Rights Act 2015;
“**Contract**” means the contract formed in accordance with clause 2 which will incorporate, and be subject to, these Terms and Conditions;
“**Customer/you/your**” means the individual Consumer entering into the Contract with us;
“**Materials**” means the materials required for the provision of the Services which we will supply, where applicable, as specified in the Quotation;
“**Property**” means the property at which our Services are to be provided;
“**Quotation**” means our written quotation to provide the Services, which remains open for acceptance for a period of 30 days unless otherwise specified and sets out our entire scope of works;
“**Services**” means the window and door repair services to be provided by us to you.
“**Warranty**” refers to the written guarantee ensuring the quality of parts supplied.
“**Guarantee**” refers to the assurance that our workmanship is to an acceptable standard.
- 1.2. Each reference in these Terms and Conditions to “writing” and “written” includes emails and similar communications.
- 1.3. The headings used in these Terms and Conditions are for convenience only and will have no effect on their interpretation. Each reference to the singular number include the plural and vice versa. References to persons include corporations.

2. The Contract

- 2.1. We will arrange to visit the Property to conduct a survey and will issue a written Quotation, setting out the Services to be provided and our fees. A legally binding Contract will be formed as soon as you accept our Quotation, electronically or otherwise. The Contract will include the acceptance of these Terms & Conditions, which will apply between you and us.
- 2.2. Our fees are based on the information provided to us at the time of preparing our Quotation. If any errors, changes or discrepancies become evident which affect the Services to be provided, we reserve the right to adjust our fees and will notify you in advance.
- 2.3. If we agree to quote from measurements, drawings and/or other information you provide rather than visiting the Property, we may need to adjust our Quotation if additional works are required due to changes or factors we were unaware of at the time of providing the Quotation. We will agree these adjustments with you as set out in clause 2.5.
- 2.4. Our Quotation is based on our Services being carried out during normal working hours (Monday to Friday, 8am – 4:30pm excluding public holidays). Works required outside of these hours will incur additional costs.
- 2.5. When we begin our Services, we may discover that additional works are required due to, for example, unforeseen circumstances or legal requirements we will provide you with a further Quotation for the additional works within 7 days. If you do not accept the revised price or any proposed modifications within 2 days of this notification, the Contract between us will be cancelled. You will only be liable to pay for any Materials purchased and Services carried out by us up to the

date of cancellation, except as provided in clauses 7 and 8.

3. The Services

- 3.1. We will ensure that the Services are carried out with reasonable care and skill in accordance with our accepted Quotation.
- 3.2. We may provide samples, sketches or similar documents before commencing our Services but these are intended for illustrative purposes only and are not intended to provide an exact specification of the works, or to guarantee specific results.
- 3.3. Any delivery dates we agree is to be treated as an estimate only and unless otherwise agreed in writing, we will have no obligation to complete our Services by a specified date.
- 3.4. We will ensure that no parts of the Property suffer damage as a direct result of our performance of the Services, except for damage which is to be expected in carrying out the works in the usual way. We will not be responsible for any damage to property due to the failure by you to clear the working area before works commence.
- 3.5. While performing the Services, we require you to take reasonable steps to protect the Property including, but not limited to, the removal of valuable and/or delicate items including but not limited to furniture, blinds, curtains, or loose impediments from areas where our work is to be carried out and we cannot be held responsible if you fail to do so. We will not move furniture or other obstacles to gain access to the required parts of the Property if this work is more than minimal (which will be decided at our sole discretion) and we reserve the right to cancel the Services which will result in a cancellation fee as per Clause 6.2.
- 3.6. It will be your responsibility to dispose of all waste that results from our performance of the Services, unless otherwise agreed.

4. Materials

- 4.1. We reserve the right to make minor, non-aesthetic alterations to the specification of any Materials described in the Quotation without consulting you first.
- 4.2. Please be aware that there could be aesthetic implications with Pilkington Texture Glass Warwick™ including but not limited to pattern implications, or a coarse and uneven surface finish.
- 4.3. Please be aware that there could be aesthetic differences with coloured tints, including but not limited to colour differences due to manufacturing methods, supplies changing over time.
- 4.4. The responsibility (also known as the “risk”) for the Materials remains with us until they have been delivered to the Property, at which point it will pass to you. Once the risk in the Materials has passed to you, you are responsible for storing them safely and for insuring them against their full replacement value. You will only own the Materials once we have received payment in full for the total Contract value.
- 4.5. Where Materials have been supplied by us, we will provide a warranty, in accordance with Clause 9. This is subject to payment having been received by us in full in accordance with clause 5.

5. Fees and Payment

- 5.1. We will issue our invoice once the Services are complete. However, we reserve the right to invoice a deposit or by way of staged payments as the works progress and if this is the case, will notify you of this in our Quotation. Any Quotation that includes glass will require a 50% deposit.
- 5.2. All invoices must be paid on completion of the Services or no later than 7 days from the date of invoice, unless otherwise agreed in writing, without set-off, withholding, retention or deduction.
- 5.3. All our fees are exclusive of VAT, unless otherwise stated. If the rate of VAT changes, we will adjust the amount of VAT that you must pay.
- 5.4. If payment is not made by the due date, we will have the right to charge our legal fees in recovering the debt plus interest on the outstanding amount at a rate of 3% per annum above the Bank of England base rate, accruing on a daily basis from the due date until the date of actual payment, both before and after judgment.
- 5.5. We may refuse to provide any further Services until such time as any outstanding payment has been received and we cannot be held liable for any delays caused as a result.
- 5.6. Any variation must be agreed in writing before we can proceed with the works. Any price variation will become due for payment in accordance with this clause 5.
- 5.7. Our minimum charge for any works completed is £87.60 inc VAT

6. Your Responsibilities

- 6.1. You are responsible for ensuring that:
- 6.1.1. the Property is suitable for our Services to be carried out;
 - 6.1.2. we can access the Property on the agreed dates and at the agreed times. Our price is based on being able to complete our Services in one continuous visit or where we are carrying out our Services in phases, each phased visit is to be continuous;
 - 6.1.3. if you need to rearrange any appointment or cancel a survey appointment you must notify us two working days before, failure to do so will incur cancellation charges as specified in clause 6.2.
 - 6.1.4. if any consents, licences or other permissions are needed from any third parties such as landlords, planning authorities, local authorities or similar, these have been obtained by you before we begin the Services. If we require access to neighbouring land, it is your responsibility to ensure that access is granted;
 - 6.1.5. welfare facilities and where necessary, gas and water, are provided at no cost to us, to enable us to carry out our Services.
- 6.2. If you fail to comply with any of your responsibilities outlined in clause 6.1 above, we will not be held liable for any delays as a result and we reserve the right to recover any costs incurred by us, such as for storage of Materials or non-productive visits to the Property.
- 6.2.1. For works appointments, the fee is £50.00 inc VAT

7. Cancellation Within the Cooling Off Period

- 7.1. As a Consumer, you have a statutory right to a “cooling off” period. This period begins once the Contract between you and us is formed and ends at the end of 14 calendar days after that date. If you wish to cancel the Contract within the cooling off period, you should inform us immediately by post or email. To meet the cancellation deadline, it is sufficient for you to send your cancellation notice before the cancellation period has expired. If you do so, we will refund any sums paid to us under the Contract within 14 days, using the same method you used to make payment, unless you request otherwise.
- 7.2. If you wish for our Services to start within the cooling off period, you must make an express request for us to do so. You acknowledge and agree that if you do so, you will lose your right to cancel if our Services are completed within the 14-day cooling off period. If we have begun providing our Services and/or purchased any Materials, you will be required to pay for the Services we have provided and the Materials purchased up to the point at which you inform us of your wish to cancel.

8. Cancellation After the Cooling Off Period

- 8.1. After the expiry of the cooling off period set out in clause 7.1, or if you choose to waive your right to this, as set out in clause 7.2, you are required to provide us with a minimum of 7 days’ written notice if you wish to cancel the Contract.
- 8.2. We reserve the right to cancel the Contract at any time and will confirm this in writing.
- 8.3. Either party has the right to cancel the Contract immediately if the other party:
- 8.3.1. has committed a material breach of this Contract, unless such breach is capable of remedy, in which case the right to terminate immediately will be exercisable if the other party has failed to remedy the breach within 14 days after a written notice to do so; or
 - 8.3.2. goes into bankruptcy or anything similar occurs.
- 8.4. If you or we cancel under this clause 8, then you will only be required to pay for Services we have already provided and Materials we have purchased up until the point at which the Contract is cancelled. These sums will be deducted from any refund due to you or invoiced to you, depending on the amount paid at the date of the cancellation.

9. Guarantee & Warranties

- 9.1. We guarantee that, with the exception of normal wear and tear, our workmanship will be free from any and all defects for a period of 1 year following completion of the Services. If any defects appear due to no fault of yours or fault of the parts used during this period, we will rectify any and all such defects at no cost to you. This excludes all door adjustments and servicing of any kind, and window adjustments of any kind due to the inability to ensure the existing parts are without fault.
- 9.2. Any Materials supplied by us, with the exception of normal wear and

tear, will be covered under warranty for a period of 2 years following completion of the Services unless otherwise stated. This excludes gaskets, seals, silicones and any other perishable materials.

- 9.3. Any repair work carried out or replacement Materials supplied within the guarantee/warranty period will also be covered by the guarantee/warranty, but only for the remainder of the original guarantee/warranty period.
- 9.4. Our guarantee exists in addition to your rights as a Consumer, where applicable.
- 9.5. For full details refer to Warranty Terms
- 9.6. For full details refer to Guarantee Terms
- 9.7. It is your responsibility to ensure that you or a representative is available to sign off that works are completed to a satisfactory standard on the day of the appointment. If no one is available, we will assume that the works have been completed to a satisfactory standard.
- 9.8. Any queries or issues with the works or invoice must be raised within 7 working days from the date of the invoice. We reserve the right to not act on any arising after this time.
- 9.9. It is your responsibility to secure any pets/animals within the property or grounds. We will not be responsible for any loss or injury.
- 9.10. It is the responsibility of the customer to provide specifications of any glass coatings, colour tints, solar tints and self-cleaning properties required. The final decision is the customer’s sole responsibility. If units are required to match existing units, it is the responsibility of the customer to provide the manufacturer specifications.

10. Liability

- 10.1. 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 (including that of our employees, agents or subcontractors). 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 Contract is created. We will not be responsible for any loss or damage that is not foreseeable.
- 10.2. Nothing in these Terms and Conditions seeks to exclude or limit our liability for death or personal injury caused by our negligence (including that of our employees, agents or subcontractors); or for fraud or fraudulent misrepresentation.
- 10.3. We accept no liability in respect of the following:
- 10.3.1. damage due to causes beyond our control including, but not limited to, any force majeure event;
 - 10.3.2. loss or damage to the Services carried out by us, where this is caused by you or any third party not authorised by us;
 - 10.3.3. work performed by other trades;
 - 10.3.4. unforeseen pre-existing issues;
 - 10.3.5. damage or deterioration arising out of normal wear and tear.
- 10.4. Under no circumstances will we be liable to you for any loss of profit, loss of business, interruption to business or for any loss of business opportunity.
- 10.5. Nothing in these Terms and Conditions seeks to limit or exclude your rights as a Consumer. For full details of your legal rights and guidance on exercising them, we recommend you contact your local Citizens’ Advice Bureau or Trading Standards Office.

- 11. Events Outside of Our Control (Force Majeure):** We will not be liable for any failure or delay in performing our obligations where the failure or delay results from any cause that is beyond our reasonable control. Such causes include, but are not limited to: adverse weather, power failure, internet service provider failure, industrial action, riots, civil unrest, fire, flood, storm, earthquake, act of terrorism or war, natural disaster, pandemic, epidemic or any other event beyond our reasonable control.

- 12. Data Protection:** All personal information we may collect will be collected, used and held in accordance with the provisions of the Data Protection Act 2018, the UK General Data Protection Regulation, and any changes to them. For further information on our use of your data, please refer to our privacy policy, which is available on request.

- 13. Domestic Complaints:** The business always endeavours to provide the best service. However, on rare occasions there may be times where a customer may not be completely satisfied.

To ensure the business can put things right for you, as soon as possible after the completion of the works, please inspect the work to ensure everything has been carried out based on the contract terms and to the high standards the business aims to achieve. Please contact the business straight away with any concerns either by phone, email or write to us. If writing, get proof of posting.

Business Complaint Procedure

On receipt of your complaint, the business aims to respond within 5 days. The business will arrange a convenient date to come and view and/or remedy the situation within 28 days.

In the unlikely event the business is unable to resolve your complaint having exhausted the business complaints procedure, it may be necessary to use another complaint service. Where the business cannot resolve the complaint to your satisfaction and/or agree to the final resolution requests confirmed to us; and both parties agree a 'deadlock' has been reached, you can then escalate your complaint.

The business has access to an Alternative Dispute Resolution (ADR) service for our domestic installation, service, repair and maintenance contracts as part of the Which? Trusted Traders Endorsement. If you choose to, you can refer your complaint to Which? Trusted Traders' Alternative Dispute Resolution. You will need to contact Which? Trusted Traders on 02922 670 040 who can explain if you are eligible to use their Alternative Dispute Resolution.

14. Other Important Terms

- 14.1. We may transfer (assign) our obligations and rights under these Terms and Conditions (and under the Contract, as applicable) to a third party (if for example, if we sell our business). If this occurs, we will inform you in writing. Your rights under these Terms and Conditions will not be affected and our obligations under these Terms and Conditions will be transferred to the third party who will remain bound by them.
- 14.2. You may not transfer (assign) your obligations and rights under these Terms and Conditions (or the Contract) without our express written permission.
- 14.3. The Contract 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 these Terms and Conditions.
- 14.4. Any part of these Terms and Conditions found to be unlawful, invalid or otherwise unenforceable would be severed from our Contract. This will not affect the validity and enforceability of the remaining parts of the Contract.
- 14.5. If the rights under these Terms and Conditions are not exercised or enforced following a breach of contract by either party, this does not mean that either of us has waived our right to do so at a later date.

15. **Governing Law and Jurisdiction:** These Terms and Conditions and any Contract between us will be in accordance with the laws of England and Wales and any dispute will fall within the jurisdiction of the courts of England and Wales.