

Terms and conditions

Please read all these terms and conditions ("Terms").

1 General

- 1.1 By using our Website, you confirm that you accept these Terms and that you agree to comply with them.
- 1.2 By ordering our Services you accept that delivery of these Services will be subject to these Terms which are also referred to in any Quote that you will receive from us. If you do not agree to these Terms, you must not order Services or use our Website.
- 1.3 We may amend these Terms from time to time. Every time you wish to use our Website, please check these Terms to ensure you understand all provisions that may affect you. We recommend that you print a copy of these Terms for future reference.
- 1.4 Our Website is made available free of charge and we do not guarantee that our Website, or any content on it, will always be available or be uninterrupted. We may suspend or withdraw or restrict the availability of all or any part of our Website for business and operational reasons. We will try to give you reasonable notice of any suspension or withdrawal.

2 Application

- 2.1 These Terms will apply to your use of our Website in general and to the purchase of the Services and Materials by you (the "Customer" or "you"). We are Torbay Double Glazing Repairs Ltd. T/A We Do Windows a company registered in England and Wales with registration number 13404526 whose registered office is at 8 Gerston Road, Paignton, TQ4 5EA with email address torbay@wedowindows.co.uk and telephone number 0800 0433 493 or 07858 403917 ("WDW" or "us" or "we").
- 2.2 These are the terms on which we sell all Services to you. By requesting any of our Services, you agree to be bound by these Terms. You can only purchase the Services and Materials from us if you are eligible to enter into a contract and are at least 18 years old.
- 2.3 You are also responsible for ensuring that all persons who access our Website through your internet connection are aware of these Terms and other applicable terms and conditions, and that they comply with them.
- 2.4 Our Website is directed to people residing in the United Kingdom. We do not represent that content available on or through our Website is appropriate for use or available in other locations.

3 Definitions

Business Day means a day other than a Saturday, Sunday or public holiday in England when banks in London are open for business;

Consumer means an individual acting for purposes which are wholly or mainly outside his or her trade, business, craft or profession;

Contract means the legally-binding agreement between you and us for the supply of the Services, the provision

of which are contained in the Quote and these Terms;

Property means your home or premises or other location where the Services are to be supplied, as set out in the Quote;

Durable Medium means paper or email, or any other medium that allows information to be addressed personally to the recipient, enables the recipient to store the information in a way accessible for future reference for a period that is long enough for the purposes of the information, and allows the unchanged reproduction of the information stored;

Fees means the sums payable by you under any Contract for the Supply of Services and any Materials'

Materials means any Materials that we supply to you with the Services, including but not limited to double-glazed units, of the number and description as set out in the Quote;

Order means the Customer's acceptance of any Quote in writing or verbally, either in person or over the phone;

Privacy Policy means the [terms](#) which set out how we will deal with confidential and personal information received from you via the Website;

Quote means an offer to supply Services and Materials to you in writing subject to these Terms;

Services means the services advertised on the Website, including any Materials, of the number and description set out in the Quote;

Website means our website <https://www.wedowindows.co.uk/> on which the Services are advertised.

4 Services

- 4.1 Our range of Services is detailed on our Website. Any description is for illustrative purposes only and there may be small discrepancies in the size and colour of any Materials supplied.
- 4.2 As specifications for Services and any Materials we provide to you are made to your special requirements, it is your responsibility to ensure that any information or specification you provide is accurate.
- 4.3 All Services which appear on the Website are subject to availability.
- 4.4 We can make changes to the Services which are necessary to comply with any applicable law or safety requirement. We will notify you of these changes.

5 Customer responsibilities

- 5.1 You must co-operate with us in all matters relating to the Services, provide us and our authorised employees and representatives with access to any premises under your control as required, provide us with all information required to perform the Services and obtain any necessary licences and consents (unless otherwise agreed).
- 5.2 Failure to comply with the above is a Customer default which entitles us to suspend performance of the Services until you remedy it or if you fail to remedy it following our request, we can terminate the Contract with immediate effect on written notice to you.

5.3 Where applicable you must consult the owner of your property in regard to the Services and gain consent before ordering the Services. This includes sharing details of the proposed materials to be used.

5.4 It is your sole responsibility to inform us of:

- Any legal obligations or permission that may be relevant to carrying out the Services including but not limited to bylaws and planning permission if required; and
- Any hazards which we might come across whilst performing the Services.

5.5 If you have not informed us of any of the considerations mentioned in Clause 5.4 above prior to commencement of delivery of the Services, we accept no responsibility for any issues that may arise due to either contraventions of planning or other legal obligations.

6 Personal information

6.1 We retain and use all information strictly under the [Privacy Policy](#).

6.2 We may contact you by using phone, e-mail or other electronic communication methods or by pre-paid post and you expressly agree to this.

7 Basis of Sale

7.1 The description of the Services on our Website does not constitute a contractual offer to sell the Services.

7.2 Once you contact us for an estimate via phone or email, we will endeavour to get back to you within a 48-hour period and provide you with a Quote within 5 Business Days where possible.

7.3 If you accept the Quote and make an Order, a Contract will be formed for the Services which will be governed by these Terms. Therefore, you must ensure that the Quote is complete and accurate and inform us immediately of any errors prior to acceptance so that we can revise the Quote accordingly. No variation of the Contract, whether about description of the Services, Fees or otherwise, can be made after it has been entered into unless the variation is agreed by the Customer and the Supplier in writing, and any such changes may incur extra fees.

7.4 Any Quote is valid for a maximum period of 3 calendar months from its date, unless we expressly withdraw it at an earlier time.

8 Fees and Payment

8.1 The Fees and any additional delivery or other charges is that set out on the Website or in the Quote at the date you make the Order or such other price as we may agree in writing. Prices for our Services are mainly calculated on a fixed rate basis but are subject to variation.

8.2 If you wish to add to the Services as outlined in the Quote, then this will be chargeable. In particular, if you wish to add to the Services as outlined in the Quote or if any information provided by you prior to the issuance of the Quote is incorrect leading to an increased cost for us in supplying the Services you require, then an extra charge will be applicable. We will notify you of the extra cost prior to undertaking

any additional work.

8.3 All Fees and charges are subject to VAT at the rate applicable at the time of the Order. Our VAT Number is 380541701.

8.4 Payment for the Services must be made in full within the longer of 10 Business Days of satisfactory completion of the Services unless the performance of the Services is subject to a dispute. If payment of the Fees has not been made in full after 10 Business Days following completion of the Services and there is no dispute over the delivery of the Services by us, we charge interest at a rate of 3% per annum until the payment is made in full.

8.5 All payments must be made via cash, debit or credit card, cheque or BACS transfer to our bank account as follows:

Bank name: Lloyds Bank

Account name: Torbay Double Glazing Repairs Ltd.

Account number: 31707768

Sort code: 30-95-96

9 Performance of the Services

9.1 We will perform the Services at the Property by the time or within the agreed period or, failing any agreement within a reasonable time.

9.2 In any case, regardless of events beyond our control, if we do not perform the Services on time, you can (in addition to any other remedies) treat the Contract at an end if:

9.2.1 we have refused to perform the Services, or if performance on time is essential taking into account all the relevant circumstances at the time the Contract was made, or you said to us before the Contract was made that performance on time was essential; or

9.2.2 after we have failed to perform the Services on time, you have specified a later period which is appropriate to the circumstances and we have not performed the Services within that period.

10 Risk and Title

10.1 Risk of damage to, or loss of, any Materials will pass to you when the Materials are delivered to you.

10.2 You will not own the Materials until we have received payment for the Services in full. If full payment is overdue, we can choose, by notice to cancel the performance of the Services and end any right to use the Materials, in which case you must return the Materials or allow us to collect them.

11 Withdrawal and cancellation

11.1 We may end the Contract at any time by writing to you if you commit a breach of these Terms as follows:

11.1.1 you do not make any payment of Fees to us when it is due and you still do not make payment within 5 Business Days of us reminding you that payment is due; and/or

- 11.1.2 you do not, within a reasonable time, allow us to perform the Services at your Property.
- 11.2 As the Services we perform and the most of the Materials we install are bespoke and fitted to your requirements, you do not have any statutory right to cancel or change your mind once an Order has been made.
- 11.3 If you wish to cancel the Services, PROVIDED THAT notice of cancellation is provided to us with no less than 1 weeks' notice prior to the planned commencement date of the Services, you will incur a cancellation fee of 50% of the Services plus the cost of Materials already incurred by us.
- 11.4 If you cancel the Services within 1 week of the planned commencement date of the Services, **you may be liable** for the entirety of the Fees due under the Contract.
- 11.5 In respect of any Materials that we supply that are non-bespoke, you do enjoy your statutory rights to cancel the Contract for any reason within 14 days of receipt of the Materials PROVIDED THAT they have not been installed. In order to cancel the order of these Materials, please [contact us](#) with your name, address and details as soon as possible.
- 11.6 To exercise the right to cancel, you must inform us of your decision to cancel this Contract by a clear statement setting out your decision by [contacting us](#). We will then communicate to you an acknowledgement of receipt of such cancellation in a Durable Medium (for example by email) without delay.

12 Guarantee of Services

- 12.1 Subject to your compliance with your maintenance obligations below and PROVIDED THAT we have supplied the Materials used in delivering the Services, we offer a quality guarantee on the Services, the period of which varies from 1 to 10 years depending on the Services performed and the Materials installed (1 to 10 years for double glazed units which will be specified on the Quote and 1 year guarantee for all Materials). These guarantees are with us and are not insurance backed guarantees.
- 12.2 Where Materials are covered by their own retail or manufacturer's warranty we shall pass on these same warranties to you and will provide you with details of these warranties and/or guarantees upon request.
- 12.3 For the avoidance of doubt, you will not be able to benefit from our guarantee and it will become invalid if:
- 12.3.1 Any installed Materials have been modified or tampered with by anyone other than us without our knowledge and approval;
 - 12.3.2 The installed Materials have been damaged due to misuse, neglect or lack of maintenance by you or from causes beyond our control (e.g. vandalism);
 - 12.3.3 If there are minor imperfections within the replacement glass and outside the scope of the visual quality standard of the Glass & Glazing Federation;
 - 12.3.4 Surface condensation appears on any replacement glass other than between the panes of glass
 - 12.3.5 The defects or faults you seek to rectify are due to normal wear and tear;
 - 12.3.6 You fail to carry out adequate cleaning and/or maintenance of any replacement glass or hardware in accordance with any instructions given by us;

- 12.3.7 The defects or faults you seek to rectify are caused by an act of God, including but not limited to, lightning, storms, flooding or high winds; or
- 12.3.8 The defects or faults that you seek to rectify have been caused by pre-existing issues with the Property.

- 12.4 If you sell your Property in which the Services have been performed, then we will, on request, transfer the unexpired part of this guarantee to the new owner. We reserve the right to consider any change in the Property's use prior to agreeing to a transfer of guarantee, for which a fee may be charged.

13 Duration, termination and suspension

- 13.1 The Contract shall commence when you make an Order and shall continue for as long as it takes us to perform the Services.
- 13.2 Either you or we may terminate the Contract or suspend the Services at any time by a written notice of termination or suspension to the other if that other:
 - 13.2.1 commits a serious breach, or series of breaches resulting in a serious breach, of the Contract and the breach either cannot be fixed or is not fixed within 30 days of the written notice; or
 - 13.2.2 is subject to any step towards its bankruptcy or liquidation.
- 13.3 On termination of the Contract for any reason, any of our respective remaining rights and liabilities will not be affected.

14 Circumstances beyond the control of either party

- 14.1 In the event of any failure by us to complete the Services due to something beyond our reasonable control:
 - 14.1.1 we will advise you as soon as reasonably practicable; and
 - 14.1.2 our obligations will be suspended so far as is reasonable, PROVIDED THAT we will act reasonably and that we will not be liable for any failure which we could not reasonably avoid.

15 Intellectual Property

- 15.1 We are the owner or the licensee of all intellectual property rights in our Website, and in the material published on it. Those works are protected by copyright laws and treaties around the world. All such rights are reserved.
- 15.2 Our status (and that of any identified contributors) as the authors of content on our Website must always be acknowledged.
- 15.3 You must not use any part of the content on our site for commercial purposes without obtaining a licence to do so from us or our licensors.

16 Reliance on our Website

- 16.1 The content on our Website is provided for general information only and is not intended to amount to advice on which you should rely.

- 16.2 Although we make reasonable efforts to update the information on our Website, we make no representations, warranties or guarantees, whether express or implied, that the content on our Website is accurate, complete or up to date.
- 16.3 Where our Website contains links to other sites and resources provided by third-parties, these links are provided for your information only. Such links should not be interpreted as approval by us of those linked websites or information you may obtain from them as we have no control over the contents of those sites or resources.

17 Prohibited use

- 17.1 You may not use the Website for any of the following purposes:
- 17.1.1 in any way which causes, or may cause, damage to the Website or interferes with any other person's use or enjoyment of the Website;
 - 17.1.2 in any unlawful or fraudulent manner;
 - 17.1.3 to transmit, or to procure the transmission of any unsolicited marketing materials to us;
 - 17.1.4 in any way which is harmful, unlawful, illegal, abusive, harassing, threatening or otherwise objectionable or in breach of any applicable law, regulation, governmental order;
 - 17.1.5 to knowingly introduce viruses, trojans, worms, logic bombs or other material that is malicious or technologically harmful;
 - 17.1.6 to gain unauthorised access to our Website, the server on which our Website is stored or any server, computer or database connected to our Website; or
 - 17.1.7 making, transmitting or storing electronic copies of content protected by copyright without the permission of the owner.

18 Links to other websites

- 18.1 This Website may contain links to other sites. Unless expressly stated, these sites are not under our control.
- 18.2 We assume no responsibility for the content of such Websites and disclaim liability for any and all forms of loss or damage arising out of the use of them.
- 18.3 The inclusion of a link to another site on this Website does not imply any endorsement of the sites themselves or of those in control of them.

19 Linking to our Website

- 19.1 You may link to our home page, provided you do so in a way that is fair and legal and does not damage our reputation or take advantage of it.
- 19.2 However, you must not:
- 19.2.1 establish a link in such a way as to suggest any form of association, approval or endorsement by WDW, unless otherwise approved by us;
 - 19.2.2 establish a link to our Website in any website that you do not own;
 - 19.2.3 frame our Website on any other site, nor may you create a link to any part of our Website

- other than the home page; or
- 19.2.4 link from any website that contains fraudulent, false, misleading or deceptive information; or defamatory, libellous, obscene, pornographic, vulgar or offensive content; or promotes discrimination, racism, hatred, harassment or harm toward any third-party; or promotes violence or actions that are threatening to any third-party; or promotes illegal or harmful activities.
- 19.2.5 We reserve the right to withdraw linking permission without notice.

20 Privacy

- 20.1 Your privacy is critical to us. We respect your privacy and comply with the General Data Protection Regulation with regard to your personal information.
- 20.2 These Terms and Conditions should be read alongside, and are in addition to our policies, including our [Privacy Policy](#).
- 20.3 For the purposes of these Terms and Conditions:

'Data Protection Laws' means any applicable law relating to the processing of Personal Data, including, but not limited to the Directive 95/46/EC (Data Protection Directive) or the GDPR.

'GDPR' means the General Data Protection Regulation (EU) 2016/679.

'Data Controller', 'Personal Data' and 'Processing' shall have the same meaning as in the GDPR.

- 20.4 We are a Data Controller of the Personal Data we Process in providing the Services and Materials to you.
- 20.5 Where you supply Personal Data to us so we can provide Services and Materials to you, and we Process that Personal Data in the course of providing the Services and Materials to you, we will comply with our obligations imposed by the Data Protection Laws:
- 20.5.1 before or at the time of collecting Personal Data, we will identify the purposes for which information is being collected;
- 20.5.2 we will only Process Personal Data for the purposes identified;
- 20.5.3 we will respect your rights in relation to your Personal Data; and
- 20.5.4 we will implement technical and organisational measures to ensure your Personal Data is secure.
- 20.6 For any enquiries or complaints regarding data privacy, please [contact us](#) without delay.

21 Limitation of liability

- 21.1 Subject to Paragraph 21.2 below, we shall only be liable for rectification or a refund for the Services carried out and our liability shall be capped at the total amount paid by you under the Contract.
- 21.2 We do not seek to exclude liability for: (i) any fraudulent act or omission; or (ii) death or personal injury caused by negligence or breach of our other legal obligations. Subject to this, we are not liable for (i) loss which was not reasonably foreseeable to both parties at the time when the Contract was made, or (ii) consequential loss (for example loss of profit) to your business, trade, craft or profession which

would not be suffered by a consumer - because we believe you are not buying the Services and Materials wholly or mainly for your business, trade, craft or profession.

22 Governing law, jurisdiction and complaints

- 22.1 The Contract (including any non-contractual matters) is governed by the law of England and Wales.
- 22.2 Disputes can be submitted to the jurisdiction of the courts of England and Wales or, where the Customer lives in Scotland or Northern Ireland, in the courts of respectively Scotland or Northern Ireland.
- 22.3 We try to avoid any dispute, so we deal with complaints as follows: If a dispute occurs customers should contact us to find a solution. We will aim to respond with an appropriate solution within 5 business days.
- 22.4 In the unlikely event that a dispute persists beyond a complaint, as a 'Which Trusted Trader', we favour using the Dispute Resolution Ombudsman, an impartial dispute resolution services. For more information, please visit <https://www.disputeresolutionombudsman.org/page/which-trusted-traders> or contact 0117 456 6031