

WINDOW FITTING TERMS AND CONDITIONS

BACKGROUND:

These Terms and Conditions are intended to apply to the provision of window fitting services by <<Insert Company Name>> ("the Trader") to customers who require window fitting services to ensure that you understand and agree to these Terms and Conditions.

These Terms and Conditions apply to you as 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 shall have the meanings:

"Agreed Times"

"Agreement"

"Business"

"Consumer"

"Deposit"

"Final Fee"

"Job"

"Model Cancellation Form"

"Order"

"Products"

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These Terms and Conditions apply to the provision of window fitting services by <<Insert Company Name>> ("the Trader") to customers who require window fitting services to ensure that you understand and agree to these Terms and Conditions. Please read them carefully and if you have any questions, please contact us.

These Terms and Conditions apply to you as a "Consumer" as defined by the Consumer Rights Act 2015.

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

"Agreed Times" You and We agree for the agreed times for access to the Property to be provided as specified in the Agreement];

"Agreement" The Agreement to which You and We will enter into in connection with the Job. The Agreement will be in the form of a hard form of Agreement is attached to these Terms and Conditions.

"Business" any trade, craft or profession carried on by an individual person/organisation;

"Consumer" a natural person as defined by the Consumer Rights Act 2015 who enters into these Terms and Conditions as a customer of the Trader who is not acting as a business customer for their personal use or for the purposes of their business or mainly outside the purposes of their business;

"Deposit" a sum of money which may be required to pay in advance of the Job in accordance with Clause 5;

"Final Fee" a sum of money which You must pay which will be payable to Us in accordance with Clause 6 of these Terms and Conditions;

"Job" the performance of the Window Fitting Services by Us;

"Model Cancellation Form" a form of cancellation form attached as an exhibit to these Terms and Conditions;

"Order" a request for Us to provide the Window Fitting Services set out in Clause 4;

"Products" the materials and tools required for the provision of the Window Fitting Services which We will supply (if any) as part of the Job;

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“Property”

detailed in the Order and the Job is to take place;

“Quotation”

we give to You in accordance with services We will provide to You at the Property; and the Quoted Fee;

“Quoted Fee”

the amount of the Quoted Fee, including any discounts, which may vary from the actual work undertaken as set out in the Quotation and the Terms and Conditions;

“Start Date”

the date and time We agree on for Us to start providing Fitting Services as specified in the Quotation;

“Visit”

the date, time and location scheduled or otherwise, on which We will visit the Property to provide the Fitting Services;

“We/Us/Our”

includes all employees, agents and representatives of the Trader;

“Window Fitter”

the employee who will be responsible for providing the Fitting Services;

“Window Fitting Services”

the Fitting Services We will provide as specified in the Quotation;

“You/Your”

the person who is a customer of the Trader.

1.2 Each reference in these Terms and Conditions to an expression, including the word “writing”, shall include electronic communications, such as e-mail, text message, or other electronic communication, in addition to any written communication.

communications to “writing”, and any similar communications whether sent by e-mail, [text message, or other electronic communication, in addition to any written communication].

1.3 Each reference to a statute or provision of law shall be a reference to that statute or provision as in force at the relevant time.

of a statute is a reference to that statute or provision as in force at the relevant time.

1.4 Each reference to “these Terms and Conditions” is a reference to these Terms and Conditions.

“these Terms and Conditions” is a reference to these Terms and Conditions.

1.5 Each reference to a schedule in these Terms and Conditions shall be a reference to a schedule in these Terms and Conditions.

reference to a schedule in 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.

conditions are for convenience only and do not affect the interpretation of these Terms and Conditions.

1.7 Words signifying the plural include the plural and vice versa.

include the plural and vice versa.

1.8 References to any gender include the other gender.

either gender.

1.9 References to persons or corporations include, unless the context otherwise requires, include individuals, partnerships, limited liability companies, and other legal entities.

text otherwise requires, include individuals, partnerships, limited liability companies, and other legal entities.

2. Information about Us

2.1 We are a <<insert name of trader, partnership, LLP, private limited company etc>>.

the trader, partnership, LLP, private limited company etc>>.

2.2 [We trade under the name <<insert trading name if different from company name>>].

trading name if different from company name>>].

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- 2.3 [We are registered under number <<Company Registration Number>> under number <<Company Registration Number>>]
- 2.4 [Our registered office is <<insert address>>.]
- 2.5 [Our main trading address is <<insert address>> or if no registered office is <<insert address>>.]
- 2.6 [Our VAT number is <<insert VAT number>>.]
- 2.7 [We are regulated by <<insert regulator(s)>>.]
- 2.8 [We are a member of <<insert association(s) etc.>>.]
- 2.9 [<<Insert further information>>.]

3. Communication and Contact

- 3.1 If You wish to contact Us for complaints, You may contact Us by telephone at <<insert telephone number>> or by email at <<insert email address>>.
- 3.2 In certain circumstances You may contact Us in writing (as stated in various Clauses throughout these Terms and Conditions). When contacting Us in writing You may use the following details:
 - 3.2.1 contact Us by email at <<insert email address>>; or
 - 3.2.2 contact Us by post to <<insert name>>, <<insert address>>.

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4. Orders

- 4.1 We accept orders for Window Fitting Services via <<insert methods e.g. telephone, online etc.>>.
- 4.2 When placing an order for Window Fitting Services required. You must provide the Property, number and size of windows (e.g. double glazing) and an order form containing the required information. [All such details will be set out in the Clauses 5 and 6].
- 4.3 Once the Order is accepted We will prepare a Quotation and send it to You either by email or post. The Quotation will set out the required Deposit (if any) and the cost. You must return the Quotation to Us within <<insert number of days>> after the date We issue the Quotation, signed and dated, and You have paid the required Deposit. We will create a binding contract between You and Us for the Window Fitting Services and for You to pay for them. We will also require you to sign and complete any blanks in the Agreement and return it to Us with the Quotation.
- 4.4 If We cannot accept your order We will inform you of this in writing.
- 4.5 You may make changes to your order before accepting it.
- 4.6 You may accept a Quotation by returning a copy of it and returning it to Us within <<insert number of days>> after the date We issue the Quotation, signed and dated, and You have paid the required Deposit. We will create a binding contract between You and Us for the Window Fitting Services and for You to pay for them. We will also require you to sign and complete any blanks in the Agreement and return it to Us with the Quotation.
- 4.7 When (but not before) you have accepted the Quotation, signed and dated, and You have paid the required Deposit. We will create a binding contract between You and Us for the Window Fitting Services and for You to pay for them. We will also require you to sign and complete any blanks in the Agreement and return it to Us with the Quotation.
- 4.8 If you wish to change your order after accepting the Quotation, please contact Us and We will tell you if the change can be accommodated.

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along with any charges we may incur to accommodate the order if the order is not acceptable to you, you shall be liable as a result. If we cannot accommodate the order, the fees or other matters are not subject to Clause 13 and/or 14.

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5. Deposit

5.1 At the time of acceptance of the order, you shall pay Us a deposit of not more than <<insert period e.g. 7 calendar days>> the nature of the work and any specialist Products you may be required to pay Us a deposit of not more than e.g. 25% of the Quoted Fee>>. We will not confirm the order until the deposit is paid in full.

5.2 If you cancel the order, we may retain some or all of the deposit as set out in clause 13.

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6. Fees and Payment

6.1 The Quoted Fee will include the cost of the window fitting services and for the estimate.

6.2 We will, where reasonable, supply the Products (and quantities of Products) set out in the Agreement; however, if additional Products are required, we will keep any increases in price under review, and will not be bound to supply them.

6.3 If the price of Products increases during the period between Your Date of Acceptance of the Agreement and the Date of Completion, we will inform You of the increase and of any additional charges. If You do not wish to accept the increase, You shall be entitled to a full refund of all sums paid to Us.

6.4 The Quoted Fee and any additional charges are exclusive of VAT. If the rate of VAT changes, we will advise You of the changes that You must pay.

6.5 We will invoice You for the Quoted Fee and any additional charges when the work is completed.

6.6 You must pay any additional charges on receiving it.

6.7 We accept the following methods of payment:

6.7.1 <<insert method of payment>>;

6.7.2 <<insert method of payment>>;

6.7.3 <<insert method of payment>>;

6.7.4 <<insert other method of payment>>.

6.8 If You do not pay a sum due to Us, we may charge You interest on the overdue sum at the rate of <<insert percentage>>% above the base rate of the Bank of England until payment is made in full. Interest will accrue from the due date until the actual date of payment, whether by instalment or otherwise.

6.9 If You have promptly paid a sum due to Us, we will not charge interest on that sum.

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7. Window Fitting Services

- 7.1 We will provide services in accordance with the specification set out in the Agreement (as may be amended by agreement between Us from time to time).
- 7.2 [We may provide plans or similar documents in advance of the Job intended for illustrative purposes only and is not intended to constitute a contract specification of the Job nor to guarantee specific results.]
- 7.3 We will use reasonable care to ensure that the Products We use match those chosen by You throughout the Property (or relevant parts of the Property) and that any variations to the same Products or materials, and the photographs, catalogues and other changes which will be made as a result of minor technical requirements, or glass in question, or as a result of unavailability of the Products or glass may arise in the manufacturing process of the glass or glass are required due to non-availability, We will advise You in advance of the Job. Without consulting with You first, in order to complete the Job, You may accept the alternative Products or glass, You may cancel the Job and a refund of all sums paid including, where applicable, the cost of the alternative Products or glass.
- 7.4 The responsibility for the Products supplied to You at which point it will remain as the "risk") for the Products remains with Us until they are delivered to You. We have received payment in full for them.
- 7.5 We will ensure that the Window Fitting Services are performed with reasonable care and attention to a high standard which is consistent with best trade practice.
- 7.6 We will ensure that the Services are performed in accordance with relevant building codes of practice.
- 7.7 We will ensure that You or your Property do not suffer damage as a result of Our provision of the Window Fitting Services. We will make good any damage that occurs at no additional cost to You, save as is reasonably possible.
- 7.8 We will properly disclose any risks that may result from Our provision of the Window Fitting Services.
- 7.9 We will, where necessary, provide temporary glazing and/or boarding to protect the interior of the Property and its elements. We will also advise You of any security risks and provide temporary materials.

8. Faulty Products

- 8.1 If any Products (including those provided in the course of Us providing the Window Fitting Services) are found to have a defect with one or more of those Products or if the Products have not been correctly described, You should inform Us as soon as possible in accordance with Clause 3.
- 8.2 Within the first 30 days of the Products being delivered, at Your option, to a full refund, to keep the Products at a reduced price, or to a repair or replacement.
- 8.3 After the first 30 days, if a defect is identified in the Products, We will, at Our option, repair or replace the Products or, if a repair or replacement is not practicable or if a repair or replacement is unsuccessful,

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You are entitled to a reduced price. This has been caused deliberately or as a result of Your failure to follow instructions given to You.

Alternatively, You may keep the Product(s) at the original price. We can prove that the defect has developed in the Product, or as a result of Your failure to follow instructions given to You or as included with the Product.

8.4 After the first six months of the Product in question, if You are the owner of it, You are entitled to a refund for up to six months, depending on the nature of the Product and how long it can reasonably be expected to last.

If the Product develops a fault, You must prove that the fault developed during the time We supplied it and You took reasonable steps to repair or replacement, or to a partial refund, depending on the nature of the Product and how long it can reasonably be expected to last.

9. Problems with Our Services

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9.1 If there is a problem with the Window Fitting Services we have not been provided with, You are entitled to ask Us to repeat or fix the problem.

Window Fitting Services, i.e. they have not been provided with the same care and skill, You are entitled to ask Us to repeat or fix the problem or a price reduction if this is not possible.

9.2 We always use reasonable care and skill in providing the Window Fitting Services. If there is a problem with the Window Fitting Services, we will use reasonable efforts to remedy the problem as soon as possible and as reasonably possible and practical.

That is, if we are satisfied that Our provision of the Window Fitting Services is not in line with information that You have provided, there is a problem with the Window Fitting Services. You inform Us as soon as is possible and as reasonably possible and practical.

9.3 We will not charge You for the Window Fitting Services if the problems have been caused by incorrect or incomplete information or actions by You, or if we determine that a problem with the Window Fitting Services is caused by incorrect or incomplete information or actions by You, or if we determine that a problem with the Window Fitting Services is caused by incorrect or incomplete information or actions by You, or if we determine that a problem with the Window Fitting Services is caused by incorrect or incomplete information or actions by You.

Under this Clause 9 where the problem with the Window Fitting Services is caused by incorrect or incomplete information or actions by You, We may charge You for the Window Fitting Services.

9.4 As a consumer, You are entitled to exercise your legal rights and guidance on goods or services. If you are exercising them, it is recommended that you contact your local Citizens Advice Bureau or Trading Standards.

As a consumer, You are entitled to exercise your legal rights and guidance on goods or services. If you are exercising them, it is recommended that you contact your local Citizens Advice Bureau or Trading Standards.

9.5 If We do not perform the Window Fitting Services with reasonable skill and care, You have the right to a refund or a price reduction if that is not possible or done without inconvenience to You, You have the right to a refund or a price reduction.

If We do not perform the Window Fitting Services with reasonable skill and care, You have the right to a refund or a price reduction if that is not possible or done without inconvenience to You, You have the right to a refund or a price reduction.

9.6 If the Window Fitting Services do not meet the performance or, if that is not possible or done without inconvenience to You, You have the right to a refund or a price reduction.

If the Window Fitting Services do not meet the performance or, if that is not possible or done without inconvenience to You, You have the right to a refund or a price reduction.

9.7 If for any reason We do not perform the Window Fitting Services in accordance with the information that You have provided, We will bear any and all costs of a price reduction applied to the Window Fitting Services Job and, where You are entitled to a refund or partial refund. At any event within 14 days of the date on which You are entitled to a refund or partial refund, We will issue the refund or partial refund to You via the same payment method originally used by You or an alternative method.

If for any reason We do not perform the Window Fitting Services in accordance with the information that You have provided, We will bear any and all costs of a price reduction applied to the Window Fitting Services Job and, where You are entitled to a refund or partial refund. At any event within 14 days of the date on which You are entitled to a refund or partial refund, We will issue the refund or partial refund to You via the same payment method originally used by You or an alternative method.

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10. Your Obligations

- 10.1 If any consents, licences or permissions are needed from any third parties such as landlords, neighbours, local authorities or similar, You must obtain them before We start the Window Fitting Services.
- 10.2 We may ask you to remove any furniture, fixtures and fittings in the Property before We start the Window Fitting Services. If You do not do so, otherwise, this is Your responsibility.
- 10.3 You will ensure that We have access to the Property at the Agreed Times to provide the Window Fitting Services.
- 10.4 You may either give us a set of keys to the Property or be present at the Agreed Times to provide Window Fitter access. We promise that all keys will be returned to You by Window Fitters.
- 10.5 If You do not provide access to the Property or make it impossible for Us to provide the Window Fitting Services by failing to comply with any other provision in these Terms, We may invoice you for the cost of the Window Fitting Services incurred as a result.
- 10.6 You must ensure that We have access to electrical outlets and a supply of hot and cold water.

sions are needed from any third parties, local authorities or similar, You must obtain them before the Window Fitting Services.

n furniture, fixtures and fittings in the Property before We start the Window Fitting Services. If You do not do so, otherwise, this is Your responsibility.

access the Property at the Agreed Times to provide the Window Fitting Services.

set of keys to the Property or be present at the Agreed Times to provide Window Fitter access. We promise that all keys will be returned to You by Window Fitters.

the Property or make it impossible for Us to provide the Window Fitting Services by failing to comply with any other provision in these Terms, We may invoice you for the cost of the Window Fitting Services incurred as a result.

s access to electrical outlets and a supply of hot and cold water.

11. Complaints and Feedback

- 11.1 We always welcome feedback from all reasonable endeavours. Ours is a positive company and we want to hear from You if You have any cause for complaint.
- 11.2 All complaints are handled in accordance with Our complaints handling policy and procedure, available on Our website.
- 11.3 If You wish to complain, please contact Us in one of the following ways:
 - 11.3.1 [In writing, to the address or department>>]
 - 11.3.2 [By email, to the email address or department>>]
 - 11.3.3 [Using Our complaint form;]
 - 11.3.4 [By telephone, to the telephone number>> [and choosing option <<insert number>>]]

customers and, while We always use Your experience as a customer of Ours, we want to hear from You if You have any cause for complaint.

with Our complaints handling policy and procedure, available on Our website.

of Your dealings with Us, please contact Us in one of the following ways:

t name and/or position and/or department>>]

t name and/or position and/or department>>];

g the instructions included with the complaint form;]

e number>> [and choosing option <<insert number>>]]

12. Changing the Start Date

- 12.1 If You ask Us to change the Start Date:
 - 12.1.1 We will when possible agree a revised Start Date with You;
 - 12.1.2 If it is not possible, We may terminate the Window Fitting Services (see clause 15).
- 12.2 If We ask You to change the Start Date, You may either:

agree a revised Start Date with You;

Start Date either You or We may terminate the Window Fitting Services (see clause 15).

may either:

- 12.2.1 agree a revision to the Agreement (see clause 15).
- 12.2.2 terminate the Agreement (see clause 15).

13. Cancellation of Contract and Cooling Off Period

- 13.1 Where the Agreement is made on premises, You have a statutory right to a “cooling off” period. This period begins once the contract between You and Us is formed.
 - 13.1.1 in relation to the delivery of Products, at the end of 14 calendar days after the date the Products are delivered. If the Products are delivered in instalments, the 14 calendar day period begins on the day that you receive the first instalment and
 - 13.1.2 in relation to the provision of Services, at the end of 14 calendar days after the date the contract is formed.
- 13.2 If You wish to cancel the Agreement during the cooling off period You should inform Us immediately (e.g. a letter sent by post, fax or email to the postal address or email address specified in these Terms and Conditions or the Model Cancellation Form, but You do not have to).
- 13.3 To meet the cancellation requirements, communication corresponding to the cancellation period must be sufficient for You to send Your communication of the right to cancel before the end of the cooling off period.
- 13.4 If You exercise this right, we will refund to You (including, but not limited to, the amount of any Deposit, where applicable) the full amount of any amount paid to the Us in respect of the Agreement (including, but not limited to, the amount of any Deposit, where applicable) by the method used to make the payment, unless You have exercised this right in respect of a purchase on credit. In any case, You will not incur any fees as a result of exercising this right.
- 13.5 We will refund money to You as soon as possible, but no later than 14 calendar days after the end of the cooling off period. In any case, You will not incur any fees as a result of exercising this right.
- 13.6 We will process the refund as soon as possible, but no later than 14 calendar days after the end of the cooling off period. In any case, You will not incur any fees as a result of exercising this right.
- 13.7 If You exercise the right to cancel, You must return the Products to Us:
 - 13.7.1 We will issue a full refund to You (including, but not limited to, the amount of any Deposit, where applicable) as soon as possible, but no later than 14 calendar days after We receive the relevant Products (and any delivery charges if You send the Products to Us).
 - 13.7.2 You must return the Products to Us within 14 calendar days of the day on which You exercise the right to cancel and return them;
 - 13.7.3 We may make a deduction from the refund for loss in value of any Products supplied to You as a result of unnecessary handling by You;
 - 13.7.4 Please also ensure that the Products do not become inseparably mixed with other goods or services.
- 13.8 If the Start Date falls within the cooling off period You must make an express request for provision of the Services to begin within the 14 calendar day cooling off period. This request forms a normal part of the ordering process. If You do not make such a request, You acknowledge and agree to

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the following:

13.8.1 If the Job is cancelled, You will lose the Deposit.

14 calendar day cooling off period, the Job is completed;

13.8.2 If You cancel the Window Fitting Services has been provided, the Deposit will not be returned to Us supplied up to the point of cancellation.

provision of the Window Fitting Services required to pay for the Window Fitting Services and the Deposit will not be returned to Us supplied up to the point of Your wish to cancel;

13.8.3 The amount of the Deposit will be refunded in proportion to the full price of the actual Window Fitting Services already provided. The amount of the Deposit refunded will be calculated on a pro-rata basis.

in proportion to the full price of the actual Window Fitting Services already been paid for the Deposit refunded subject to deductions for the cost of the Deposit.

13.8.4 We will process the refund within the normal refund period in any event, and we will not be liable for any interest on the Deposit if You wish to cancel.

insert normal refund period>> and within the normal refund period after You inform Us of Your wish to cancel.

13.9 Clause 14 applies to the Deposit after the 14 calendar day cooling off period.

the Agreement after the 14 calendar day cooling off period.

14. Cancellation Outside of the Cooling Off Period

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14.1 In addition to Your right to cancel the Agreement during the cooling off period and before the Start Date, You may also cancel the Agreement outside of the cooling off period and before the Start Date.

in addition to the cooling off period, the Agreement after the cooling off period and before the Start Date.

14.1.1 If You cancel the Agreement outside of the cooling off period and before the Start Date, and more than 7 calendar days before the Start Date, and any other event within the cooling off period, We will refund the Deposit, if applicable, and any other amount paid to Us, as is reasonably possible, and in any event within 14 calendar days of cancellation.

calendar day cooling-off period has expired and more than <<e.g. 7 calendar days>> before the Start Date, We will refund the Deposit, if applicable, and any other amount paid to Us, as is reasonably possible, and in any event within 14 calendar days of cancellation.

14.1.2 If You cancel the Agreement outside of the cooling off period and before the Start Date, and less than 7 calendar days before the Start Date, We will retain from the Deposit, if applicable, an amount representing our financial loss that We suffer due to the cancellation, and the balance of the Deposit to You as is reasonably possible, and in any event within 14 calendar days of cancellation. If the financial loss is more than the amount of the Deposit (or any amount already paid), We will invoice You for the shortfall, and You will be required to make payment in accordance with the terms of the Agreement.

calendar day cooling-off period has expired and less than <<e.g. 7 calendar days>> before the Start Date, We will retain from the Deposit, if applicable, an amount representing our financial loss that We suffer due to the cancellation, and the balance of the Deposit to You as is reasonably possible, and in any event within 14 calendar days of cancellation. If the financial loss is more than the amount of the Deposit (or any amount already paid), We will invoice You for the shortfall, and You will be required to make payment in accordance with the terms of the Agreement.

14.2 We may need to terminate the Agreement before the Start Date due to the unavailability of required materials, or due to the occurrence of an event outside of our control. We will inform You of such termination as soon as is reasonably possible. We will refund the Deposit, if applicable, and any other amount paid to Us, as is reasonably possible, and in any event within 14 calendar days of termination.

before the Start Date due to the unavailability of required materials, or due to the occurrence of an event outside of our control. If such cancellation is necessary, we will inform You of such termination as soon as is reasonably possible. We will refund the Deposit, if applicable, and any other amount paid to Us, as is reasonably possible, and in any event within 14 calendar days of termination.

15. Termination

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15.1 You may terminate the Agreement at any time by giving Us written notice if:

at any time by giving Us written notice if:

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15.1.1 We have breached any material way and have failed to remedy the breach within the period>> of You asking Us in writing to do so.

15.1.2 We enter into an arrangement with an administrator or receiver appointed over Our assets.

15.1.3 You and We agree a revised Start Date or You elect to terminate the Agreement under Clause 12;

15.1.4 We are unable to provide Window Fitting Services due to an event outside of Our control (see Clause 15.2.5).

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

15.2.1 You fail to repay any sums due as required under Clause 6 (this includes interest on overdue sums under sub-Clause 6.2);

15.2.2 You have breached the Agreement in any material way and have failed to remedy the breach within the period>> of Us asking You in writing to do so.

15.2.3 You and We agree a revised Start Date under Clause 2;

15.2.4 You do not provide access to the Property and We have been unable to re-arrange the Window Fitting Services under Clause 2;

15.2.5 We have been unable to provide Window Fitting Services for more than <<insert>> days due to an event outside of Our control (see Clause 15.2.5).

15.3 For the purposes of this Agreement, a breach of the Agreement will be considered 'material' if it is not trivial in its consequences to the terminating Party. It will be had to when a breach is material no regard to any accident, mishap, mistake or misunderstanding.

15.4 If at the termination of the Agreement:

15.4.1 You have made a Deposit, which has not yet provided for, We will refund to You (including, but not limited to, the Deposit, which has not yet provided for) the amount of the Deposit (including, but not limited to, the Deposit, which has not yet provided for) reasonably paid for the Window Fitting Services We have provided to You, less any amount refunded to You as soon as is practicable, but not later than 14 calendar days of the termination of the Agreement, or deduct from such a refund (or charge You) the amount of any amount due to Us for the net costs We will incur in providing the Window Fitting Services under the Agreement if We terminate it under Clause 15.2;

15.4.2 We have provided for, the sum of any amount due to You from any refund due to You or, if no amount is due to You, the sum of any amount due to You for those sums and You will be required to repay the sum of any amount due to Us in accordance with Clause 6.

16. Effects of Termination

16.1 If the Agreement is terminated, the following shall apply:

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16.1.1 Any Clauses...
period after...
full force and...

... or by their nature, relate to the
... of the Agreement will remain in

16.1.2 Termination...
remedy which...
the Agreement

... ce any right to damages or other
... have in respect of any breach of
... re the date of termination.

17. Events Outside of Our Co

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17.1 We will not be liab...
under these Terms...
cause that is beyon...
not limited to: powe...
or other industrial...
explosion, flood,...
(threatened or actu...
preparations for wa...
that is beyond Our r...

... ay in performing Our obligations
... e failure or delay results from any
... ol. Such causes include, but are
... provider failure, strikes, lock-outs
... riots and other civil unrest, fire,
... subsidence, acts of terrorism
... undeclared, threatened, actual or
... tural disaster, or any other event

17.2 If any event describ...
affect Our perform...
Conditions:

... 7 occurs that is likely to adversely
... gations under these Terms and

17.2.1 We will infor...

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17.2.2 Our obligatio...
limits that W

... t will be suspended and any time
... tended accordingly;

17.2.3 We will infor...
provide deta...
Services as

... outside of Our control is over and
... es or availability of Window Fitting

17.2.4 You or We n

... ment (see Clause 15).

18. Liability

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18.1 We will be respons...
suffer as a result of...
of Our negligence...
consequence of the...
Us when the Agree...
loss or damage tha

... e loss or damage that You may
... rms and Conditions or as a result
... foreseeable if it is an obvious
... r if it is contemplated by You and
... We will not be responsible for any

18.2 We will maintain...
insurance.

... surance including public liability

18.3 We provide Window...
We make no wa...
commercial, busine...
to You for any loss...
any loss of busines

... mestic and private purposes only.
... n that the Services are fit for
... s of any kind. We will not be liable
... ss, interruption to business or for

18.4 [If We cause any d...
no additional cost to...
damage in or to Y...
Window Fitting Serv

... We will make good that damage at
... nsible for any pre-existing faults or
... may discover while providing the

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18.5 [Our total liability for or breach of these Window Fitter) is limited to the amount of the sum paid by You for the Agreement (or that of the Window Fitter)]

used as a result of our negligence or the Agreement (or that of the Window Fitter)]

18.6 We are not liable for any loss or damage You suffer which results from Your failure to follow any instructions given by Us or the Window Fitter.

You suffer which results from Your failure to follow any instructions given by Us or the Window Fitter.

18.7 Nothing in these Terms 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.

Nothing in these Terms 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.

18.8 Nothing in these Terms is intended to or will limit Your legal rights as a Consumer under the Consumer Rights Act 2015 or other consumer protection legislation. For more details of Your legal rights, contact Your local Citizens Advice Bureau or Trading Standards Office.

Nothing in these Terms is intended to or will limit Your legal rights as a Consumer under the Consumer Rights Act 2015 or other consumer protection legislation. For more details of Your legal rights, contact Your local Citizens Advice Bureau or Trading Standards Office.

19. How We Use Your Personal Information

(n)

We will only use Your personal information in accordance with Our Privacy Notice available at <<insert document name, e.g. Privacy Notice>> available at <<insert document name, e.g. Privacy Notice>>.

Our <<insert document name, e.g. Privacy Notice>> available at <<insert document name, e.g. Privacy Notice>>.

20. Other Important Terms

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20.1 We may from time to time amend Our Terms and Conditions without giving You notice, but We will endeavour to inform You as soon as is reasonably possible.

We may from time to time amend Our Terms and Conditions without giving You notice, but We will endeavour to inform You as soon as is reasonably possible.

20.2 We may transfer (assign) Our rights under the Agreement to a third party (this may occur if We sell Our business). If this occurs We will inform You in advance and Your rights under the Agreement will not be affected and Our obligations under the Agreement will be transferred to the third party who will then be bound by the Agreement.

We may transfer (assign) Our rights under the Agreement to a third party (this may occur if We sell Our business). If this occurs We will inform You in advance and Your rights under the Agreement will not be affected and Our obligations under the Agreement will be transferred to the third party who will then be bound by the Agreement.

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

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

20.4 The Agreement is binding on You and We and no person or third party other than You or We will be entitled to enforce any provision of the Agreement.

The Agreement is binding on You and We and no person or third party other than You or We will be entitled to enforce any provision of the Agreement.

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

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

20.6 No failure or delay by Us in exercising any rights under the Agreement means that We or You will waive our rights under the Agreement, 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 breaches of any other provision.

No failure or delay by Us in exercising any rights under the Agreement means that We or You will waive our rights under the Agreement, 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 breaches of any other provision.

21. Regulations and Information

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21.1 We are required by certain regulations (Information, Cancellation and Additional Charges Regulations) to ensure that certain information is given or made available to You before We make Our contract with You.

We are required by certain regulations (Information, Cancellation and Additional Charges Regulations) to ensure that certain information is given or made available to You before We make Our contract with You.

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accept the Quotation. All of that
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21.2 As required by the P

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21.2.2 any other in
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e to You about the Window Fitting
less which you take into account
tion and sign the Agreement, or
ut the Window Fitting Services,

will be a part of the

h You as a Consumer.

22. Law and Jurisdiction

22.1 These Terms and C
and Us (whether
construed in accord
[Scotland].

and the relationship between you
(se) shall be governed by, and
England & Wales] [Northern Ireland]

22.2 As a consumer, yo
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mandatory provisions of the law in
Clause 22.1 above takes away or
those provisions.

22.3 Any dispute, contro
to these Terms and
and Us (whether co
the courts of Englan
your residency.

claim between you and Us relating
t, or the relationship between you
shall be subject to the jurisdiction of
Northern Ireland, as determined by

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THIS AGREEMENT

day of

BETWEEN:

- (1) <<Name of Trader>> [a company registered in <<Country of Registration>> under number <<Company Registration Number>> whose registered office is at] OR [of <<insert Address>> (“the Trader”)]
- (2) <<Name of Customer>> of <<Country of Registration>> (“the Customer”)

BACKGROUND:

- (1) The Trader provides window fitting services to consumer clients and has reasonable skill, knowledge and experience to provide such services.
- (2) The Customer wishes to engage the Trader to provide the services specified below (“the Window Fitting Services”).
- (3) The Trader agrees to provide the Window Fitting Services to the Customer, subject to the attached Terms and Conditions of this Agreement.

IT IS AGREED as follows:

1. The Agreement

- 1.1 This Agreement incorporates the attached Terms and Conditions.
- 1.2 In this Agreement, the words and expressions used shall have the same meaning as they have in the Terms and Conditions.
- 1.3 A legally binding contract shall be deemed to have been created when You and We sign this Agreement.
- 1.4 We confirm and You acknowledge that we have given or made available to You the following information, where such information is already available to You:
 - 1.4.1 The main characteristics of the Window Fitting Services;
 - 1.4.2 Our identity;
 - 1.4.3 The total price of the Window Fitting Services including taxes and charges, or, if the Price is to be agreed, the manner in which it will be calculated;
 - 1.4.4 The arrangements for the performance and the time by which (or within which) the Window Fitting Services will be provided;
 - 1.4.5 Our complaint handling procedures.

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1.4.6 The duration of this Agreement shall be as applicable, or if this Agreement is of indefinite duration, it shall be extended automatically, the conditions for extension shall be as set out in Clause 1.4;

1.5 As required by the Consumer Protection (Cancellation and Additional Charges) Regulations 2013 (Information, Cancellation and Additional Charges Regulations) (Information, Cancellation and Additional Charges Regulations),

1.5.1 all of the information set out in Clause 1.4; and

1.5.2 any other information that We provide to You about the Window Fitting Services or the terms of this Agreement, including the Information, Cancellation and Additional Charges Regulations, shall be taken into account when entering into this Agreement, and shall be taken into account when making any other decision about the Window Fitting Services.

This Agreement shall be part of the terms of the contract between You and Us as a Consumer.

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2. The Window Fitting Services

2.1 We will:

2.1.1 begin to provide the Window Fitting Services on the Start Date of <<insert date>>;

2.1.2 aim to complete the Window Fitting Services by the date <<insert date>>;

2.1.3 provide the Window Fitting Services during the Agreed Times of <<insert times>> as You and We may agree in writing;

2.1.4 provide the Window Fitting Services at the Property located at <<insert address>>;

2.1.5 perform the Window Fitting Services in accordance with the specification set out in Clause 2.2.

2.2 The specification for the Window Fitting Services is [as follows: <<insert full description of service>>] or [as follows: <<insert full description of service>>] (attached).

2.3 The Products we supply for the Window Fitting Services are [as follows: <<insert full description of products to be supplied>>] or [as follows: <<insert full description of products to be supplied>>] (attached specification).

2.4 You and We may agree to vary the specification from time to time.

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3. Fees and Payment

3.1 You will pay the Cost of the Window Fitting Services (subject to the Terms and Conditions). This sum may be broken down as follows:

3.1.1 £<<insert amount>> (payable <<insert date>>).

3.2 <<Insert full details of any other payments>> (as detailed in the Quotation <<insert reference>>)

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4. Waiver of Cooling Off Period

4.1 By signing this Agreement, You agree to commence provision of the Window Fitting Services immediately and to waive the right to wait for the 14 calendar day cooling off period set out in the Information, Cancellation and Additional Charges Regulations and the Terms and Conditions to expire.

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4.2 You acknowledge that you will pay Us for the Window Fitting Services provided up until the point at which you inform Us of Your right to cancel if the Window Fitting Services are fully performed.

You will be liable to pay Us for the Window Fitting Services provided up until the point at which you inform Us of Your right to cancel if the Window Fitting Services are fully performed.

4.3 You acknowledge that you will pay Us for the Window Fitting Services provided up until the point at which you inform Us of Your right to cancel if the Window Fitting Services are fully performed.

You will be liable to pay Us for the Window Fitting Services provided up until the point at which you inform Us of Your right to cancel if the Window Fitting Services are fully performed.

SIGNED for and on behalf of the Trade Representative
<<Name and Title of person signing>>

Authorised Signature

Date: _____

SIGNED by the Customer:

Signature

Date: _____

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To: <<trader to insert trader's name and email address>> and, where available, fax number

I/We (delete as appropriate) hereby (delete as appropriate) cancel my/our (delete as appropriate) contract services dated << >>.

Name of consumer(s): << >>

Address of consumer(s): << >>

Signature of consumer(s): << >>

Date:

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