

# TERMS & CONDITIONS

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## 1. INFORMATION ABOUT US

- 1.1 We are Aftercare Double Glazing Repairs Limited. Company registered in England and Wales, number 4977063, at 1<sup>st</sup> Floor, 30 Church Road, Burgess Hill RH15 9AE. Our trading address is Unit 3 Woodfield Farm, Isaacs Lane, Burgess Hill RH15 8RA. Telephone number: 01444 870707. Email address: [enquire@aftercare.me.uk](mailto:enquire@aftercare.me.uk).
- 1.2 Our website: [www.aftercare.me.uk](http://www.aftercare.me.uk) is solely for the promotion of our services in the areas set out on it.

## 2. OUR SERVICE TO YOU

- 2.1 We will provide you with a quotation for our Services. You may accept this at any time WITHIN 60 DAYS. On receipt of such confirmation by email or signed hard copy, a contract will then exist between you and us.
- 2.2 The estimated completion date for the services will be as advised to you following your acceptance of the quotation. However time for performance shall not be of the essence of the Contract.
- 2.3 If our performance of the services is affected by an event outside our control then we will contact you as soon as possible to let you know and we will take steps to minimise the effect of the delay. Provided we do this we will not be liable for delays caused by the event.
- 2.4 We may have to suspend the services to deal with technical problems or make minor technical changes; or to make changes to the services as requested by you.

## 3. YOUR RIGHTS TO CHANGE OR END THE CONTRACT

- 3.1 If you wish to make a change to the services please contact us. We will let you know if the change is possible and whether this affects the costs and/or timing of the services.
- 3.2 You may contact us at any time to end the contract for the services, but we will charge you for the materials which have been commissioned or provided up to that date as well as reasonable compensation for the net costs we will incur as a result of your ending the contract.
- 3.3 If you cancel the contract after we have started the services, you must pay us for all materials manufactured (or in the process of being manufactured) and all services provided up until the time you tell us to cancel the contract.

## 4. OUR RIGHTS TO CHANGE OR END THE CONTRACT

- 4.1 We may change the services to reflect changes in relevant laws and regulatory requirements or to implement minor technical adjustments and improvements.
- 4.2 We may end the contract at any time if we are unable to complete the services requested due to unexpected limits on our resources, or an inability to obtain the materials required.
- 4.3 We may end the contract at any time by writing to you if you do not provide us with information that is necessary for us to provide the services within a reasonable time; or you do not give us access to your property to enable us to provide the services to you.
- 4.4 If we end the contract in the situations set out above we will refund any money you have paid in advance for services we have not provided, but we will deduct or charge you reasonable compensation for the net costs we will incur as a result of your breaking the contract, as in Section 4.3 above.

## 5. PRICE AND PAYMENT

- 5.1 The price of the services (which includes VAT) will be the price set out in our quotation.
- 5.2 Payment will be due to the operative on completion of work as quoted, (unless agreed otherwise in writing) and a receipt will be provided together with the Guarantee. If you are a business customer, we will invoice you for the price of the services when we have completed them. Payment is due within 30 days of the invoice date. Invoices will be sent electronically (by email) unless specifically requested otherwise.
- 5.3 We reserve the right to request a part payment in advance for the services in the event that these become delayed or the Contract value exceeds £2,500.
- 5.4 If payment is not made as set out in clause 5.2 (or as otherwise agreed with you in writing), we reserve the right to add a surcharge at each calendar month end a balance is outstanding, not exceeding 5% or £10 per month whichever is the greater.
- 5.5 Any outstanding balance in excess of 90 days may be passed to a debt recovery agent. You will be responsible for the debt recovery agent's fees in addition to the outstanding balance and any court fees incurred should court proceedings be necessary to cover the sums owed to us.

## 6. OUR RESPONSIBILITY FOR LOSS OR DAMAGE SUFFERED BY YOU

- 6.1 If we fail to comply with these terms, we are responsible for loss or damage you suffer that is a foreseeable result of our breaking this contract or our failing to use reasonable care and skill.
- 6.2 We do not exclude or limit in any way our liability to you where it would be unlawful to do so.
- 6.3 If we are providing services in your property, we will make good any damage to your property caused by us while doing so. However, we are not responsible for the cost of repairing any pre-existing faults or damage to your property that we discover while providing the services.
- 6.4 We will have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.

## 7. HOW WE MAY USE YOUR PERSONAL INFORMATION\*

- 7.1 We will use the personal information you provide to us to provide the services and to process your payment for such services.
- 7.2 We will only give your personal information to third parties when necessary in connection with work on your behalf, or where the law requires us to do so.

## 8. OTHER IMPORTANT TERMS

- 8.1 We may transfer our rights and obligations under these terms to another organisation.
- 8.2 You may only transfer your rights or your obligations under these terms to another person with our written consent.
- 8.3 This contract is between you and us. No other person shall have any rights to enforce any of its terms.
- 8.4 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.
- 8.5 If we do not insist immediately that you do anything you are required to do under these terms, or if we delay in taking steps against you in respect of your breaking this contract that will not mean that you do not have to do those things or prevent us taking steps against you at a later date.
- 8.6 These terms are governed by English law and you can bring legal proceedings in respect of the services in the English courts.
- 8.7 If you have any questions or complaints about the services, please contact us. If you are not happy with how we have handled any complaint, please contact us as shown in 1.1 above and we will discuss the use of alternative dispute resolution with you in order to resolve your complaint. We will not charge you for making a complaint and if you are not satisfied with the outcome you can still bring legal proceedings.

## GUARANTEE

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1. We offer the following guarantees against failure of repairs or replaced components unless otherwise specified in writing.
  - 1.1 Replacement sealed glass units for a period of:
    - i) Five years where installed in proprietary aluminium or PVCU double glazed windows or doors.
    - ii) Two years where installed in any other material or frame not constructed or manufactured specifically to contain double glazed units.
    - iii) Replacement/new hardware components for a period of five years.  
This does not include decorative service coating and finishes which are subject to normal wear and tear and vagaries of weather.
  - 1.2 Workmanship for a period of one year.
  - 1.3 Provided that:
    - i) You have followed all operating, care and maintenance procedures.
    - ii) We have received full payment for the services.
    - iii) You have notified us as soon as reasonably practical.
  - 1.4 The company shall not be liable:
    - i) Under this or any other printed or implied warranty, for any losses incurred outside the total value of the original components and/or services covered by the invoice for some.
    - ii) For rectification of any fault deemed to be due to maltreatment, attempted repair by person/s other than bona fide representatives of the Company.
    - iii) For any fault arising in relation to, but not directly concerned with the original repair, or replaced component/s.
    - iv) For failure following repairs to any installation on public, commercial, multi-occupancy or any other premises not used solely as an individual private residence.
    - v) For water ingress or draughts, unless as a direct result of work carried out by the Company

\* Please refer to: [www.aftercare.me.uk/privacy-policy](http://www.aftercare.me.uk/privacy-policy)