

Terms and Conditions

Watsons Glass & Glazing Ltd

Please read through our terms and conditions.

These terms and conditions of sale update and supersede all our other terms and conditions issued

1. DEFINITIONS

- a) **“Conditions”** means these standard terms and conditions set out in this document and any special terms and conditions specifically agreed in writing between the Customer and Watsons Glass Limited t/a DWFMS Group from time to time;
- b) **“Contract”**: means the contract / order between the Customer and DWFMS Group / Watsons Glass Limited for the purchase and installation of the Products incorporating these Conditions;
- c) **“Client”**: means the person described as the Customer in the Purchase Order;
- d) **“Premises”**: means the premises at which the Products are to be installed by DWFMS Group
- e) **“Products”**: means the products as manufactured, supplied by third parties and/or installed by DWFMS Group and as set out in the Schedule of Works;
- f) **“Purchase Order”** means the pro forma order form signed by the Customer;
- g) **“Schedule of Works”**: means the work to be carried out by DWFMS Group as set out in the Contract;
- h) **“ DWFMS Group / Watsons Glass Limited ” Registered Office 49, Linacre Road, Litherland, L21 8NW Merseyside:. Registration Number 12763694: Registered in England & Wales: VAT Number 336519491:**
- i) **“ Writing”** and **“written”**: includes written letter, facsimile transmission and comparable means of communication including e-mail.

2. BASIS OF PURCHASE

- a) The Contract is made between Watsons Glass Limited t/a DWFMS Group known as the “Principal Contractor” and the Customer known as the “CLIENT” in accordance with “CDM 2015) with any written quotation of Watsons Glass & Glazing which is accepted by the Customer, and which is subject to these Conditions which shall govern the Contract (or any variation of the Contract as applicable). These supersede any other terms and conditions subject to which any such quotation is accepted or purported to be accepted, or any such order is made or purported to be made by the Customer. CDM only applies to contracts with mor than one contractor.

b) Any illustrations in Watsons Glass & Glazing promotional literature and documentation are for guidance purposes only and are not binding on Watsons Glass & Glazing or to scale. All colour stained swatches are for the Customer's guidance purposes only and Watsons Glass & Glazing cannot guarantee exact colour matches due to the manufacturing processes.

c) The Contract is personal to the Customer and the Customer shall not be permitted to assign the Contract or any part of it without the prior written agreement of a director of Watsons Glass & Glazing.

3. SURVEY

a) The Contract / Order is conditional upon a surveyor appointed by Watsons Glass & Glazing (the "**Surveyor**") approving the Schedule of Works and specifications as contained in the Contract / Order:

1. b) In the event the Surveyor believes that the Schedule of Works and specifications detailed in the Contract need to be amended in any way or additional works need to be carried out, the Contract shall be amended by Watsons Glass & Glazing in its sole discretion and signed by both Watsons Glass & Glazing and the Customer (the "**Variation of Contract**").

c) The Customer agrees that Watsons Glass & Glazing shall not be obligated to carry out any works pursuant to these Conditions until the provisions of this clause have been satisfied.

d) Unless the Contract states to the contrary Watsons Glass & Glazing shall not be responsible for arranging any scaffolding that may be required in order to carry out the Contract. If the surveyor indicates that scaffolding is required, then the Customer can appoint a third party to carry out such work as required. The Customer acknowledges and agrees that Watsons Glass & Glazing shall not accept any liability for any claims, demands, actions, proceedings and all damages, losses, costs, and expenses (including legal expenses) suffered or incurred by the Customer as a result of any scaffolding works not carried out by Watsons Glass & Glazing.

e) In the event the Surveyor is unable to approve the Schedule of Works and/or the specifications contained in the Contract for any reason whatsoever or the Customer refuses any amended Schedule of Works or other amendments, then Watsons Glass & Glazing shall repay to the Customer the deposit (without any payment of interest) and the Contract will be terminated.

f) The Customer hereby acknowledges and agrees that the Surveyor, in carrying out his obligations pursuant to this clause 3, will only ascertain the feasibility of the Schedule of Works specified in the Contract. The Surveyor is not a building surveyor and will not undertake a general survey of the Premises but will survey such areas of the Premises that relate directly to the Schedule of Works. Watsons Glass & Glazing shall not be liable for remedying any defect existing in the Premises before the date of installation pursuant to the Schedule of Works or for any damage arising therefrom. In the event Watsons Glass & Glazing insists that new lintels are required where none existed previously or where existing lintels have deteriorated, any new lintels are the responsibility of the Customer and not Watsons Glass & Glazing. In the event Watsons Glass & Glazing needs to carry out any remedial works prior to carrying out the Schedule of Works, Watsons Glass & Glazing shall give to the Customer a written quotation for such additional works.

If Watsons Glass & Glazing is unable to carry out the remedial works or the Customer wishes to appoint a third party to carry out such remedial works Watsons Glass & Glazing shall not commence the Schedule of Works until such time as the remedial works have been completed to Watsons Glass & Glazing satisfaction and the Premises have been re-surveyed

4. CANCELLATION

You have the right to cancel this contract if you want to;

a) Products such as windows which are made to measure bespoke and made to your specific requirements are exempt from the right to cancel under the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013. However, in accordance with the GGF Consumer Code of Good Practice we provide you with a right to cancel (Cooling off Period) without charge up to 14 calendar days after the date of the contract.

b) Products which are not made to measure – in addition to the right to cancel without charge up to 7 calendar days from the date of contract, you have a right to cancel the contract up to 14 calendar days after the date of delivery. However, you agree that the survey, erection of any necessary access equipment and installation work for such products may start before the end of this 14 days cancellation period. If you cancel, we will collect the products delivered but not installed and we will charge you our reasonable costs of collection. We will also charge you our reasonable costs for the survey, access equipment and installed products provided up to the point of cancellation.

c) Your right(s) of cancellation referred to above, can be exercised by delivering or sending a cancellation notice to the company mentioned in the next paragraph within the time periods indicated.

d) The delivery or installation period quoted is that anticipated at the time of the order and will be improved on if possible. In the event that this contract is not completed within the specified delivery period, the Customer may serve notice on the company in writing, requiring that the work be carried out and completed within six weeks. If the work is not completed within such expended period, the Customer may cancel the uncompleted work covered by the contract without penalty on either side and without loss of any deposit paid by serving written notice by recorded delivery post to the Company. Notwithstanding the foregoing, the Company shall not **be liable for any delay in the completion of work which arises from causes beyond the reasonable control of the Company; In the event that time has been made the essence of the contract, time shall not run during such delay or when a delay due to the customer.**

e) The Company's liability to the Customer in respect of the direct or indirect consequences of any breach or non-performance howsoever caused or of the strikes or of lock-outs or of any other circumstance beyond the Company's control or of non-supply by a third party or arising out of negligence or of any misrepresentation or of force majeure or of any other tort or breach of statute by the Company, its employees or its agents shall be limited to the price of the goods which are subject matter of the particular order. The Company reserves the right to treat the contract as at an end with no compensation payable to the Customer.

f) The delivery or installation period quoted is that anticipated at the time of the order and will be improved on if possible. In the event that this contract is not completed within the specified delivery period, the Customer may serve notice on the company in writing, **requiring that the work be carried out and completed within six weeks.** If the work is not completed within such expended period, the Customer may cancel the uncompleted work covered by the contract without penalty on either side and without loss of any deposit paid by serving written notice by recorded delivery post to the Company. Notwithstanding the foregoing, the Company shall not be liable for any delay in the completion of work which arises from causes beyond the reasonable control of the Company; In the event that time has been made the essence of the contract, time shall not run during such delay or when a delay due to the customer

g) The cancellation notice may be given to Watsons Glass Limited 49 Linacre Road, Litherland, L21 8NW; email accounts@dwfms.co.uk. Stating order number.

h) The notice of cancellation is deemed to be served as soon as it is posted or sent to Watsons Glass & Glazing Ltd or in the case of an e-mail from the day it is received to Watsons Glass & Glazing

i) Any related credit agreement will be automatically cancelled if the contract for goods or services is cancelled.

j) Watsons Glass & Glazing shall be entitled to cancel the Contract for whatever reason without penalty by giving the Customer written notice:

i. at any time prior to the commencement of installation of any of the Products; or

ii. in the event the Customer fails to pay any interim payment when due.

5. VARIATION

No variation of these Conditions or the Contract shall be binding unless agreed in writing by both Watsons Glass & Glazing Ltd and the Customer.

6. DELIVERY

a) The time of delivery, the period for installation of the Products and final completion as set out in the Contract or the Variation of Contract is approximate only and Watsons Glass & Glazing shall not be liable for any delay in the delivery, installation and completion of the Products howsoever caused. Time shall not be of the essence for the purposes of these Conditions and the Contract.

b) In the event the Customer is financing the Contract by a Building Society or a Finance Company the estimated period of delivery shall be calculated from the date that the confirmation of approval of the loan is received or the date of the Contract (whichever is later).

c) If the work is not commenced within the estimated installation period stated in the Contract, the Customer may serve written notice on Watsons Glass & Glazing requiring the work to be completed within a reasonable period of time but in any event no less than 6 weeks (the “**Extended Period**”). If Watsons Glass & Glazing fails to carry out the work within the Extended Period the

Customer may cancel the Contract (without liability) by providing to Watsons Glass & Glazing not less than 7 days written notice and will receive a refund of any monies which represent a payment for the installation of the Products by Watsons Glass & Glazing pro-rated against the actual work carried out by Watsons Glass & Glazing.

7. CUSTOMER OBLIGATIONS

- a) The Customer undertakes to ensure that all applicable consents, permits, permissions and government requirements (including without limitation planning permission and building regulation approval) are obtained prior to Watsons Glass & Glazing commencing the Schedule of Works.
- b) Watsons Glass & Glazing will not be responsible for moving any services, fixtures or fittings which are ancillary to the basic structure of the property including without limitation radiators, pipes, electricity, telephone, television cables, doorbells, burglar alarms or gas. The Customer must ensure that such removal is carried out prior to Watsons Glass & Glazing commencing the Schedule of Works.
- c) Watsons Glass & Glazing shall clear from the Premises any materials it has removed during carrying out the Schedule of Works. The Customer acknowledges and agrees that any such materials cannot be retrieved unless it is clearly specified in the Contract that they are to be retrieved.
- d) Whilst Watsons Glass & Glazing shall render all finishes in one coat sand and cement the Customer shall be responsible for all specialist works.
- e) The Customer shall be responsible for the removal and replacement of any blinds, pelmets and curtains, furniture, beds etc. The Customer must ensure that such removal is carried out prior to Watsons Glass & Glazing commencing the Schedule of Works.
- f) In the event the Customer wishes Watsons Glass & Glazing to remove any secondary double glazing Watsons Glass & Glazing shall charge the Customer at the current rate. For the avoidance of doubt DWFMS Group shall not be responsible for the refit of the secondary double glazing and cannot guarantee that it will be removed intact.

8. LIABILITY

- a) Whilst Watsons Glass & Glazing will endeavor to ensure that the completed Schedule of Works matches the existing finishes at the Premises, Watsons Glass & Glazing shall not be liable to the Customer in respect of non-matching due to weathering of existing materials at the Premises or non-matching of existing external specialist finishes including without limitation pebble-dashing, Tyrolean or similar material. Similarly, when variations occur in existing plaster lines Watsons Glass & Glazing cannot guarantee that equal amounts of subframe will be visible all round.
- b) In the event Watsons Glass & Glazing needs to remove or replace existing glass, frames or secondary double-glazing units, Watsons Glass & Glazing shall not be liable for any damage caused as a result of such removal or replacement.

c) Whilst Watsons Glass & Glazing will make good any damage caused by it in the course of installation in respect of plasterwork, floors, rendering or brickwork immediately surrounding any products installed, it will not be obligated to provide matching ceramic or others tiles or specialized finishes or be liable to the Customer in the event there is any damage to surround wall finishes or any panes of glass or frames from old windows which the Customer wishes to retain.

d) Watsons Glass & Glazing shall not be liable for any loss or damage suffered or incurred by the Customer as a result of any structural or other defects in the Customer's Premises. Any complaint or claim by the Customer for compensation for damage done by Watsons Glass & Glazing for which Watsons Glass & Glazing may be liable under these Conditions must be made in writing within 7 days of installation, in default of which Watsons Glass & Glazing shall accept no liability thereof.

e) Watsons Glass & Glazing shall not be liable for any delay in the completion of the work which arises from causes beyond their reasonable control (for example fire, flooding, civil disturbances, strike action, action by suppliers, criminal damage and acts of war, force majeure. Time shall not run during any period when there is a delay on such accounts.

f) Non acceptance of the installation will render the Customer liable for additional expenses. If within 2 weeks of the end of the estimated installation period, the Customer is unable to accept an appointment for installation, 90% of the purchase price will be payable to cover the costs incurred by Watsons Glass & Glazing for the manufacture and or procurement of the products. Installation or delivery will follow as soon as is reasonably practicable by agreement and the remaining 10% balance will be payable.

g) Whilst Watsons Glass & Glazing shall use its reasonable endeavors to fulfil its obligations pursuant to the Contract, Watsons Glass & Glazing shall not be liable for any delay due to, or any loss of damage occasioned by any cause arising from or attributable to, COVID-19 . acts, events, omissions, or accidents beyond its reasonable control including but not limited to acts of God, strikes, lockouts, shortage of labour or any other labour trouble, shortage of power, materials, malicious damage or obligatory compliance with any request, order or regulation of any person having or appearing to have authority in that regard whether for defense or other national or local governmental purposes or otherwise force majeure.

9. PRODUCT SPECIFICATION

a) The maximum size of any top hung vent is 1200mm wide x 1200mm

b) The maximum size of any side hung vent is 650mm wide x 1250 deep.

c) The maximum width of any single frame is governed by the style at design

d) Frames and vents manufactured outside these parameters will not be covered by the guarantee set out in clause 15.

e) Door panels are supplied with black super spacer bar as the standard specification.

f) Window Energy Ratings apply only to windows: they exclude, residential doors, French doors, patios, aluminum frames etc.

g) Watsons Glass & Glazing uses 16mm x 225mm fascia board and 300mm soffit board as standard.

h) Fascia is vented and fitted with bird/vermin guards as standard.

i) Watsons Glass & Glazing reserves the right to provide a suitable alternative product if required and the product provided may not necessarily be the exact replica of any samples provided.

10. NEW BUILD OR PREPARED OPENINGS

In the event Watsons Glass & Glazing is manufacturing the Products to the Customer's specifications, Watsons Glass & Glazing shall not be responsible to check that any such specifications supplied by the Customer are accurate. If the specifications supplied by the Customer are inaccurate, the Customer shall indemnify Watsons Glass & Glazing against the cost and expense incurred by Watsons Glass & Glazing as a result of manufacturing the Products.

11. BUILDING WORK

Unless the Contract states to the contrary Watsons Glass & Glazing shall not carry out, be responsible for or supervise any building work on behalf of the Customer. The Customer acknowledges and agrees that Watsons Glass & Glazing shall not accept any liability for any claims, demands, actions, proceedings and all damages, losses, costs, and expenses (including legal expenses) suffered or incurred by the Customer as a result of any building works not carried out by Watsons Glass & Glazing.

12. PAYMENT

a) Watsons Glass & Glazing shall be entitled to invoice the Customer for the Price when it has substantially completed the Schedule of Works. Unless otherwise agreed in writing with Watsons Glass & Glazing the Customer shall pay the Price immediately upon receipt of the invoice. Any sum outstanding following substantial completion will be subject to any reasonable fees incurred as a result of collection, charge at 8% above the bank rate at that time.

b) Where Stage Payments are agreed on the Purchase Agreement, they follow the following payment terms, unless otherwise agreed in writing:

i. On signing the Purchase Order: 25% of the agreed contract price is immediately payable.

ii. During the lifetime of the Works, as set by specified and agreed Milestone dates: 50% of the agreed contract price is payable upon invoice and invitation to inspect the Goods prior to installation on delivery.

iii. On Completion of the Works: the agreed contract price (or the balance of all monies outstanding if the agreed contract price has been varied during the lifetime of the Works) is

immediately payable. Any outstanding balances not paid in full by the Customer on the day of completed installation / substantial completion will be compounded at a monthly interest rate of 2.5%, above the Bank of England base rate! Watsons Glass & Glazing is authorized to accept cash, debit/credit card, bank transfers it does NOT accept personal / business cheques. If there is some minor defect in the work, the Customer is still liable to pay the invoice pursuant to the terms of clause 12 but shall be entitled to rely on clause 15.

13. PASSING OF TITLE

- a) Risk of damage to and loss of the Products shall pass to the Customer at the time that Watsons Glass & Glazing delivers the Products to the Customer. If the Customer does not allow installation to take place immediately after delivery of the Products, the Customer shall insure the Products against loss and damage accordingly. In the event there is any loss or damage to the Products prior to installation, the Customer shall hold the proceeds of any insurance as trustee for Watsons Glass & Glazing.
- b) Notwithstanding delivery and the passing of risk in the Products or any other provision of this Contract, the property in the Products shall not pass to the Customer until Watsons Glass & Glazing has received payment in full (pursuant to clause 12) of the Price.
- c) Watsons Glass & Glazing Limited shall retain ownership of any goods which have either been fitted / not fixed to client's property, until the all outstanding balances has been paid in full.
- d) Watsons Glass & Glazing retain the right to remove due to nonpayment all fixed goods installed under the contract.

14. VAT

The Customer is required to pay VAT at the appropriate rate. If the Customer believes that it is entitled to pay less than the standard rate it must provide satisfactory proof at the time of entering the Contract otherwise it will be invoiced at the standard rate.

15. GUARANTEE

NOTE! Glazing should be viewed as per GGF guidelines as follows:

The Company will, at its sole discretion, repair or replace all goods that are or become defective by reason of faulty materials or workmanship in line with our written guarantee.

- * Stand in a room no less than 2 meters away from the sealed unit / window looking directly through it**
- * For Toughened, laminated, coated glasses, stand no less than 3 meters away.**
- * Where it is not possible to stand the correct distance then stand as far away as possible from the sealed unit.**

*** Do so in natural daylight, but not directly towards the sun and with no visible moisture on the surface of the glass.**

*** Excludes 50mm wide band around the edge of the glass unit.**

*** Glass must be viewed at an angle of 90 degrees (direct view)**

*** Brewster's Fringes - Rainbow Effect: Is a small transitory rainbow effects are sometimes produced by the glass refraction of light. Their appearance is due to high quality flat glass sheets being placed parallel with each other, bringing about an optical illusion effect. This is not a fault within the glass**

*** uPVC window / door expansion: It is normal for windows and doors to expand with heat, as with www.engineeringtoolbox.com the rate of expansion is from 1.66 mm per degree to 24mm at 40 Degree's. Colored windows tend to hold the heat more. This is NOT a workmanship or manufacturing issue. Should you need to intervene, you can cool down your uPVC doors & windows by spraying the outside with water, or by patting it down with a cold, damp cloth. This will help the material to shrink back down to size so that it's once again within its normal working parameters. Of course, with temperatures as they are at the moment, you may find that this is now the issue.**

Should you only experience these problems in raised temperature ranges, you do not need to adjust as it will only you further issues down the line. If the issues with your uPVC products do not rectify themselves once the temperature drops, we can assist with repairs, replacements, and advice.

We advise that you never attempt to heat up the uPVC if its very cold as in extreme cases this may cause it to crack and invalidate you guarantee.

a) In case of a repair or replacement, the period of guarantee shall extend up to the limit of the original guarantee or for 12 months from the date of the replacement whichever is later.

b) Watsons Glass & Glazing guarantees to repair or replace free of all charge, any PVCu window frame installed by Watsons Glass & Glazing which develops a material fault due to defective materials or workmanship within 10 years of the date of installation, validated upon receipt of full payment.

c) Watsons Glass & Glazing guarantees to repair or replace free of all charge, any double-glazed unit installed by Watsons Glass & Glazing, which develops material condensation internally between the panes within 5 years of the date of installation.

d) Watsons Glass & Glazing guarantees to repair or replace free of all charge, any roofline installation undertaken by Watsons Glass & Glazing which develops a fault due to defective materials or workmanship within 10 years of the date of completion.

e) Watsons Glass & Glazing guarantees to repair or replace free of all charge, any System Components for roofs which are white unpainted, powder coated, foiled or SIP Panel construction, installed by Watsons Glass & Glazing which develops a material fault due to defective materials or workmanship within 10 years of the date of installation.

f) Watsons Glass & Glazing guarantees to repair or replace free of all charge, any System Components for roofs which are colored, otherwise coated and/or painted, installed by DWFMS Group which develops a material fault due to defective materials or workmanship within 5 years of the date of installation.

g) Watsons Glass & Glazing guarantees the powder coating applied to the aluminum window and aluminum door profiles for a maximum of 25 years* against the following faults:

- i. Peeling, powdering and blistering.
- ii. Corrosion, except to bending or folding after the paint is applied.
- iii. Chalking, fading and loss of sheen.

* Please notify where the frames are meant to be installed within hazardous environmental conditions, such as marine, industrial, or swimming pools as this will reduce the guarantee periods which will be subject to prior agreement. The end user is responsible for maintaining and cleaning the products in line with the extruder's requirements, failure to do so will invalidate the guarantee, details can be obtained on request.

h) All white, foiled, painted or 360 PVC are covered by our profile suppliers specific guarantee and are subject to their terms and conditions of use, please ask for further details on these terms.

i) Despite the fact that the Customer's statutory rights remain unaffected, this guarantee does not extend to:

i. Minor imperfections with the glass, which are outside the scope of the visual quality standards of the Glass and Glazing Federation ("GGF"). The glass used in Watsons Glass & Glazing units is of the best available quality but may have minor imperfections. The Customer will have the benefit of the warranty of the glass manufacturers where applicable, but Watsons Glass & Glazing cannot promise a higher standard of glass than currently provided.

ii. Damage due to misuse, neglect or lack of maintenance by the Customer. Watsons Glass & Glazing strongly advises the Customer to refer to the operation and maintenance information in the customer care pack provided.

iii. goods that have been removed or repositioned by persons other than Watsons Glass & Glazing.

iv. timber that the Customer has insisted remains in situ adjacent to the Products installed by Watsons Glass & Glazing.

v. specialist items installed, other than those shown in section (vi) where the manufacturers normal guarantee will apply.

vi. Deterioration in finish or other conditions beyond Watsons Glass & Glazing control on door and window handles, hinges, letter plates, door knockers, and all other furniture. The manufacturers 12-month guarantee will apply only.

- vii. the build-up of atmospheric debris behind the external gaskets;
- viii. matching stained-glass colours as these vary from batch to batch;
- ix. double glazed units with ventilation holes cut in for extractor fans; or
- x. Painted door panels. The manufacturer's 12-month guarantee will also only apply to window / door accessories, handles. Hinges, letterboxes, friction hinges etc. apply only.
- j) Following GGF guidelines, for the first 12 months after installation, cracks which appear in the glass units may be covered under the guarantee. However, this will be subject to an inspection by Watsons Glass & Glazing to determine cause.
- k) Should the Customer subsequently sell the Premises during the lifetime of the guarantee, the new owner of the Premises must notify Watsons Glass & Glazing within a period of three months from the sale of the Premises. A chargeable inspection of £125 will be carried out to evaluate the condition of the installation. Providing that the installation has been maintained in accordance with the conditions of the guarantee, the guarantee may be transferred once for an additional fee of £75 to cover administration cost.
- l) The guarantee may be invalid if either full payment is not made, or costs are incurred by Watsons Glass & Glazing Limited recovering monies on this account.
- m) In the event that an original part/item/component is no longer available, and it cannot be repaired we will replace it with an equivalent original part/item/component at the cost of the client.

16. GENERAL DATA PROTECTION REGULATION 2016/679 (GDPR)

- a) By entering into the Contract, the Customer consents that Watsons Glass & Glazing may process any personal data (including sensitive personal data) that DWFMS Group collects from the Customer in accordance with the Customer's express instructions. Information we store includes your name; address/postcode; telephone numbers; email; company details; date of birth, contract details, Purchase Agreement, service sheets; notes/correspondence relating to any quotes/contract/customer.
- b) Watsons Glass & Glazing will use personal information for the purpose of administering and expanding our business activities, providing customer services and making available our products and services to our customers and prospective customers.
- c) We may send you marketing communications relating to our business which we think may be of interest to you, by post, by email or telephone (you can inform us at any time if you no longer require marketing communications, see clause 16(h)).
- d) We will retain your Personal Data for up to 10 years from the date of submission or alternatively our last communication with you. We require access to your details in order to refer to any future service, warranty or remedial work which you may require. Without such, we will be unable to refer to previous installations or remedial work.

Please note everting is manufactured on a bespoke basis and if we do not retain your details, we will be unable to access your contract details and therefore your warranty will be void.

e) Information is stored on a secure database and accessed by authorized and trained personnel only with a duty of confidence.

f) As part of certain warranties and guarantees and special offers, we are required to provide third parties with your information in order to validate the information should you be required to refer to it in the future.

g) The Contract may be conditional upon Watsons Glass & Glazing approval of the Contract following an agency search. The agency will keep a record of the search and share that information with other businesses. Watsons Glass & Glazing reserves the right to cancel the Contract with immediate effect should adverse credit information come to light which Watsons Glass & Glazing believes may adversely affect the Customer's payment pursuant to the Contract.

h) You retain your rights under the GDPR, including the right to be forgotten. Please contact The Data Controller if you wish to assert any of your rights under the GDPR. The Data Controller is Watsons Glass & Glazing Limited 49 Linacre Road Litherland L21 8NW for further please contact Watsons Glass & Glazing Limited on 0151 474 3011

17. CONDENSATION AND NOISE

a) Watsons Glass & Glazing double glazed units are designed primarily to reduce heat loss which occurs through single glazed windows. The presence of condensation depends upon the environment within the dwelling and exterior atmospheric conditions. For the avoidance of misunderstanding, please refer to the Watsons Glass & Glazing leaflet about condensation.

b) Watsons Glass & Glazing gives no warranty concerning noise reduction or the incidence, prevention or elimination of condensation following the installation of the Products neither do its personnel have the authority to give such

c) Where trickle vents have been fitted as per building regulations 2022: external noise may be louder inside the Premises following installation.

18. GGF

Watsons Glass & Glazing supports the GGF Code of Ethical Practice as promoted by the GGF and undertakes to work within the guidelines of this and any other GGF Code of Practice. A copy of the code is available from DWFMS Group Head Office. Watsons Glass & Glazing is a member of the Deposit Indemnity Scheme.

19. INSURANCE BACKED GUARANTEE

Every homeowner who has replacement windows and doors, or roofline products supplied and installed by Watsons Glass & Glazing is issued with an Insurance Backed Guarantee (IBG) supplied an IBG insures the installation company's guarantee if they ceased to trade.

COMPLAINTS

A) In the unlikely event and in the interest of efficiently dealing with any query, written notice must be given to Watsons Glass & Glazing Limited at its Head Office. In the event of a dispute between the parties the customer shall **agree to use, and be bound by the terms of, the dispute resolution services provided by the company's Certification Body or Competent Person Scheme Operator**

Nothing in these terms and conditions shall be interpreted as excluding or restricting the statutory rights of the Customer

b) In entering into the Contract, the Customer agrees to afford Watsons Glass & Glazing Limited a reasonable opportunity to respond to, and remedy, any complaint for which Watsons Glass & Glazing is liable.

c) If any complaint is not remedied by Watsons Glass & Glazing to the Customer's reasonable satisfaction, in the event of a dispute Watsons Glass & Glazing will, at the Customer's request, provide details of the GGF's Arbitration Scheme administered by the Chartered Institute of Arbitrators.

21. AGREEMENT

The Contract and these Conditions are governed by Construction Design Management (CDM 2015) Regulations of which the customer is recognized as the client, Watsons Glass & Glazing Limited becoming the Principal Contractor. Subject to trades on site. This represents the entire agreement and understanding of the parties and supersedes any previous agreement between the parties relating to the Contract.

The Customer acknowledges and agrees that in entering the Contract it does not rely on and will have no remedy in respect of any statement, representation, warranty, or understanding (whether negligently or innocently made) of any person whether or not a party to the Contract other than as set out in the Contract and these Conditions. Nothing in these Conditions or the Contract shall operate to exclude or limit liability for fraud.

22. LAW

The Contract shall be governed by the laws of England and the parties irrevocably submit to the exclusive jurisdiction of the English Courts.

23. CERTASS

Replacement windows and doors are required to comply with parts L1 and N1 of the Building Regulations. Watsons Glass & Glazing are members of CERTASS self-certification scheme. This is not applicable to non-domestic or new build installations.

In order to comply with part L1, glass used will require a specialist coating. Please note that there is a slight tint to this which will distort the appearance of Georgian bars, giving a greenish tint to them when viewed from outside. (Sec 15 viewing of glass)!

Dated: 10 October 2023