

TERMS AND CONDITIONS

1. Interpretation

The following definitions and rules of interpretation apply in these Conditions.

1.1 Definitions:

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

Business Hours: the period from 9.00 am to 5.00 pm on any Business Day.

Company: means ABDO Home Improvements Ltd T/A Omega Windows Doors & Conservatories whose registered office address is at 121 Canterbury Road, Westbrook, Margate, Kent, CT9 5BD.

Commencement Date: date of Contract.

Conditions: these terms and conditions as amended from time to time in accordance with clause 19.7.

Contract: the contract between the Company and the Customer for the supply of Goods and Installation Services in accordance with these Conditions, the Order, the Schedules and any variations from time to time.

Customer: the individual or company who purchases Goods and Installation Services from the Company.

Goods: the goods (or any part of them) set out in the Order which the Company is to supply in accordance with these Conditions.

Goods Specification: any specification for the Goods, including any relevant plans, types of materials, measurements, survey sheets or drawings, that is agreed in writing by the Customer and the Company.

Fees: the fees payable by the Customer for the supply of Goods and Installation Services in accordance with clause 9 and the Contract.

Installation Services: the services supplied by the Company to the Customer as set out in the Installation Service Specification.

Installation Service Specification: the installation notes for the Installation Services provided in writing as part of the Order by the Company to the Customer.

Order: the Customer's order for the supply Goods and Services, as set out in the Customer's order form, or the Customer's written acceptance of the Company's quotation, or overleaf, as the case may be.

Price: the price of the Goods and Installation Services in accordance with the Order.

UK GDPR: has the meaning given to it in section 3(10) (as supplemented by section 205(4) of the Data Protection Act 2018).

1.2 Interpretation:

- (a) A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
- (b) A reference to a party includes its personal representatives, successors and permitted assigns.
- (c) Unless expressly provided otherwise in the Contract, a reference to legislation or a legislative provision is a reference to it as amended or re-enacted from time to time. A reference to legislation or a legislative provision includes all subordinate legislation made from time to time under that legislation or legislative provision.
- (d) Any words following the terms **including, include, in particular, for example** or any similar expression shall be interpreted as illustrative and shall not limit the sense of the words preceding those terms.
- (e) A reference to **writing** or **written** includes email.

2. **Basis of contract**

- 2.1 The Order constitutes an offer by the Customer to purchase Goods and Installation Services in accordance with these Conditions.
- 2.2 The Order shall only be deemed to be accepted when the Company issues written acceptance of the Order, at which point, and on which date the Contract shall come into existence (**Commencement Date**).
- 2.3 Any representation made before, or at the time of signature on the Order which are not included in the printed Conditions should be added to the face of the Contract and signed by the Customer and the Company. It is the Customer's responsibility to ensure that this is carried out in order to avoid any dispute to the terms of the representation or promise.
- 2.4 None of the Company's employees are authorised to make any statement or warranty or representations as to the Goods or Installation Services other than in writing. The Company shall therefore be under no liability whatsoever nor shall the Customer be entitled to any remedy by reason of the Misrepresentation Act 1967 except to the extent (if any) that the Court may rely on it as being fair or reasonable.

- 2.5 Any samples, photographs, drawings, descriptive matter, or advertising issued by the Company and any descriptions of the Goods or illustrations or descriptions of the Installation Services contained in the Company's catalogues or brochures are issued or published for the sole purpose of giving an approximate idea of the Goods and Installation Services described in them. They shall not form part of the Contract nor have any contractual force.
- 2.6 These Conditions apply to the Contract to the exclusion of any other terms that the Customer seeks to impose or incorporate, or which are implied by law, trade custom, practice or course of dealing.
- 2.7 Any quotation given by the Company shall not constitute an offer and is only valid for a period of 30 Business Days from its date of issue.
- 2.8 All of these Conditions shall apply to the supply of both Goods and Installation Services except where application to one or the other is specified.

3. Goods

- 3.1 The Goods are described in the Company's catalogue and brochures and as modified by any applicable Goods Specification.
- 3.2 To the extent that the Goods are to be manufactured in accordance with a Goods Specification supplied by the Customer shall indemnify the Company against all liabilities, costs, expenses, damages and losses (including any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other reasonable professional costs and expenses) suffered or incurred by the Company arising out of or in connection with any claim made against the Company for actual or alleged infringement of a third party's Intellectual Property Rights arising out of or in connection with the Company's use of the Goods Specification. This clause 3.2 shall survive termination of the Contract.
- 3.3 The Company reserves the right to amend the Goods and Goods Specification if required by any applicable law or regulatory requirement, and the Company shall notify the Customer in any such event.

4. Delivery of Goods

- 4.1 Unless otherwise notified by the Company, delivery of the Goods will usually take place on the date the Installation Services are to be carried out and will be made by the Company

to the location set out in the Order or such other location as the parties may agree (**Delivery Location**).

- 4.2 In respect of delivery of bulky goods, the delivery may be made directly from the manufacturer to the Customer, to await the Installation Services. In such cases, the delivery shall be deemed completed once the goods are received at the Delivery Location. The Customer shall be responsible for ensuring that the Goods are safely and securely stored until the Installation Services. The Company shall not be liable for any loss, damage or deterioration of such goods following delivery, except where such loss or damage is caused by the Company or its agents.
- 4.3 Delivery of the Goods shall be completed on the completion of unloading of the Goods at the Delivery Location.
- 4.4 Any dates quoted for delivery of the Goods are approximate only, and the time of delivery is not of the essence.
- 4.5 If the Company fails to deliver the Goods, its liability shall be limited to the costs and expenses incurred by the Customer in obtaining replacement goods of similar description and quality in the cheapest market available, less the price of the Goods.
- 4.6 The Company shall have no liability for any failure to deliver the Goods to the extent that such failure is caused by a Force Majeure Event or the Customer's failure to provide the Company with adequate delivery instructions or any other instructions that are relevant to the supply of the Goods.
- 4.7 The Company may deliver the Goods by instalments, which shall be invoiced and paid for separately. Each instalment shall constitute a separate contract. Any delay in delivery or defect in an instalment shall not entitle the Customer to cancel any other instalment.

5. Quality of Goods

- 5.1 The Company warrants that, for the standard warranty period and, where applicable, for any extended warranty period set out in Schedule 2 (together referred to as the "Warranty Period"), the Goods shall:
 - (a) conform with their description as per the Goods Specification;
 - (b) be free from material defects in design, material and workmanship; and
 - (c) be fit for any purpose held out by the Company.
- 5.2 Subject to clause 5.3, if:

- (a) the Customer gives notice in writing to the Company during the Warranty Period within a reasonable time of discovery that some or all of the Goods do not comply with the warranty set out in clause 5.1; and
- (b) the Company is given a reasonable opportunity of examining such Goods;

the Company shall, at its option, repair or replace the defective Goods, or refund the price of the defective Goods in full.

5.3 The Company shall not be liable for the Goods' failure to comply with the warranty set out in clause 5.1 if:

- (a) the Customer makes any further use of such Goods after giving a notice in accordance with clause 5.2;
- (b) the defect arises because the Customer failed to follow the Company's oral or written instructions as to the storage, commissioning, installation, use or maintenance of the Goods or (if there are none) good trade practice regarding the same;
- (c) the defect arises as a result of the Company following any drawing, design or specification supplied by the Customer;
- (d) the Customer alters or repairs such Goods without the written consent of the Company;
- (e) the defect arises as a result of fair wear and tear, wilful damage, negligence, or abnormal working conditions; or
- (f) the Goods differ from the Goods Specification as a result of changes made to ensure they comply with applicable statutory or regulatory requirements.

5.4 Further to clause 5.1:

- (a) The Company shall be under no liability for minor blemishes or imperfections covered by the Manufacturer's Guarantee. No guarantee shall be given that the installation of double glazing will reduce, eliminate or be free from condensation.
- (b) The Company shall be under no liability for thermal movement with composite, UPVC and timber slabs (the slab is the opening part of the door that the handle is fitted to). The Customer must protect their doors from natural thermal distortion by pulling up the handle each time the door is shut. Deflection of the slab occurs inwards and outwards from the top to bottom with maximum bow permitted up to 3mm which is measure from the middle of the slab. Whilst the door may be fully guaranteed, thermal movement within this range would be considered acceptable. Not all doors suffer this issue as it will depend on several factors like

location, area, if the door is in direct sunlight, etc. The bow, when they occur, can be visible to the eye. Should you wish to not accept this disclaimer, we can suggest looking at more stable material like aluminium or a rebated PVC option.

- (c) The Company provides no guarantee in relation to totally draught proof replacement hardwood windows and doors (etc) whether single or double glazed. Furthermore, glazing panels to hardwood doors will be single glazed unless specifically detailed on the Order/Contract and charge in accordance with clause 9.

5.5 Nothing in this Clause 5 shall affect the Customer's statutory rights. The Company's liability for the Goods' failure to comply with the warranty in clause 5.1 is limited to the remedies set out in this clause and at Schedule 2 and, any remedies available to the Customer under applicable consumer laws.

5.6 These Conditions shall apply to any repaired or replacement Goods supplied by the Company.

6. Title and risk

6.1 The risk in the Goods shall pass to the Customer on completion of delivery.

6.2 Title to the Goods shall not pass to the Customer until:

- (a) the Company receives payment in full (in cash or cleared funds) for the Goods and any other goods that the Company has supplied to the Customer, in respect of which payment has become due, in which case title to the Goods shall pass at the time of payment of all such sums.

6.3 Until title to the Goods has passed to the Customer, the Customer shall:

- (a) store the Goods separately from all other goods held by the Customer so that they remain readily identifiable as the Company's property;
- (b) not remove, deface or obscure any identifying mark or packaging on or relating to the Goods;
- (c) maintain the Goods in satisfactory condition and keep them insured against all risks for their full price on the Company's behalf from the date of delivery;
- (d) notify the Company immediately if it becomes subject to any of the events listed in clause 13.4(e); and
- (e) give the Company such information as the Company may reasonably require from time to time relating to:

- (i) the Goods; and
- (ii) the ongoing financial position of the Customer.

7. Installation Services

- 7.1 The Company shall supply all services to the Customer in accordance with the Installation Service Specification in all material respects.
- 7.2 The Company shall use all reasonable endeavours to meet any performance dates for the Installation Services specified in the Order, but any such dates shall be estimates only and time shall not be of the essence for the performance of the Installation Services. The Company may only provide less than a week's notice for confirming the dates for the Installation Services, between the lead time on the Order. If the Customer has not confirmed acceptance of the dates of the scheduled installation and of their availability on the date, an abortive cost of £495 may apply.
- 7.3 The Company reserves the right to amend the Installation Service Specification if necessary to comply with any applicable law or regulatory requirement, or if the amendment will not materially affect the nature or quality of the Installation Services, and the Company shall notify the Customer in any such event.
- 7.4 The Company warrants to the Customer that the Installation Services will be provided using reasonable care and skill.
- 7.5 The Company shall:
 - (a) Make good reasonable damage caused during the Installation Services, external making good to be in sand and cement, internal making good to be plaster to a prepared finish. This will not apply when the Contract denotes that such items or related works are the responsibility of others (for example, builders work). Internal decoration shall be the responsibility of the Customer.
 - (b) Not be responsible for damage caused beyond its reasonable control to ceramic or other tiles, floorboards, skirting boards, wallpaper or other decorative finishes. The Company gives no warranty to install replacement windows and/or doors without causing minor defects to existing reveals, etc.
 - (c) Not be responsible for the removal and refixing of curtains, blinds, and pelmets, as well as the lifting and relaying of carpets as found necessary to complete the Installation Services and they are expressly excluded from the Order. The Company accepts no liability for any damage that may be caused to such items during Delivery or Installation Services.

- (d) Not undertake to remove intact any glass, frames, or existing windows during the course of the Installation Services. Further, the Company accepts no responsibility for any damages resulting from structural or other defects at that property in which the Installation Services are carried out.

8. Customer's obligations

8.1 The Customer shall:

- (a) ensure that the terms of the Order and any information it provides in either or both the Installation Service Specification and the Goods Specification are complete and accurate;
- (b) co-operate with the Company in all matters relating to the Installation Services;
- (c) provide the Company, its employees, agents, consultants and subcontractors, with access to the Customer's premises, office accommodation and other facilities as reasonably required by the Company to provide the Installation Services;
- (d) provide the Company with such information and materials as the Company may reasonably require in order to supply the Installation Services, and ensure that such information is complete and accurate in all material respects;
- (e) prepare the Customer's premises for the supply of the Installation Services;
- (f) obtain and maintain all necessary licences, permissions and consents which may be required for the Installation Services before the date on which the Installation Services are to start, and the Company will undertake any necessary liaison between Architects, Surveyors and Local Authorities on behalf of Customers if required;
- (g) comply with all applicable laws, including health and safety laws;
- (h) keep all materials, equipment, documents and other property of the Company (**Company Materials**) at the Customer's premises in safe custody at its own risk, maintain the Company Materials in good condition until returned to the Company, and not dispose of or use the Company Materials other than in accordance with the Company's written instructions or authorisation; and
- (i) comply with any additional obligations as set out in the Installation Service Specification or the Goods Specification or both.

8.2 If the Company's performance of any of its obligations under the Contract is prevented or delayed by any act or omission by the Customer or failure by the Customer to perform any relevant obligation (**Customer Default**):

- (a) without limiting or affecting any other right or remedy available to it, the Company shall have the right to suspend performance of the Installation Services until the Customer remedies the Customer Default, and to rely on the Customer Default to relieve it from the performance of any of its obligations in each case to the extent the Customer Default prevents or delays the Company's performance of any of its obligations;
- (b) the Company shall not be liable for any costs or losses sustained or incurred by the Customer arising directly or indirectly from the Company's failure or delay to perform any of its obligations as set out in this clause 8.2; and
- (c) the Customer shall reimburse the Company on written demand for any costs or losses sustained or incurred by the Company arising directly or indirectly from the Customer Default.

9. Charges and payment

9.1 The price for Goods:

- (a) shall be the price set out in the Order or, if no price is quoted, the price set out in the Company's published price list as at the date of the order; and
- (b) shall be exclusive of all costs and charges of packaging, insurance, transport of the Goods, which shall be invoiced to the Customer.

9.2 The charges for Installation Services shall be calculated on a time and materials basis:

- (a) the charges shall be calculated in accordance with the Company's daily fee rates, as set out in the Order;
- (b) the Company's daily fee rates for each individual person are calculated on the basis of an eight-hour day from 8.00 am to 4.00 pm worked on Business Days;
- (c) the Company shall be entitled to charge an overtime rate of 50% of the daily fee rate on a pro rata basis for each part day or for any time worked by individuals whom it engages on the Installation Services outside the hours referred to in clause 9.2(b); and
- (d) the Company shall be entitled to charge the Customer for any expenses reasonably incurred by the individuals whom the Company engages in connection with the Installation Services including travelling expenses, hotel costs, subsistence and any associated expenses, and for the cost of services provided by third parties and required by the Company for the performance of the Installation Services, and for the cost of any materials.

9.3 The Company reserves the right to:

- (a) increase the price of the Goods, by giving notice to the Customer at any time before delivery, to reflect any increase in the cost of the Goods to the Company that is due to:
 - (i) any factor beyond the control of the Company (including foreign exchange fluctuations, increases in taxes and duties, and increases in labour, materials and other manufacturing costs);
 - (ii) any request by the Customer to change the delivery date(s), quantities or types of Goods ordered, or the Goods Specification; or
 - (iii) any delay caused by any instructions of the Customer in respect of the Goods or failure of the Customer to give the Company adequate or accurate information or instructions in respect of the Goods.
- 9.4 In respect of Goods, the Company shall invoice the Customer on or at any time after completion of delivery. In respect of Installation Services, the Company shall invoice the Customer on completion of the Installation Services.
- 9.5 The Customer shall pay each invoice submitted by the Company:
- (a) Immediately upon receipt of the invoice as per clause 9.4 or in accordance with any credit terms agreed by the Company and confirmed in writing to the Customer;
 - (b) in full and in cleared funds to a bank account nominated in writing by the Company, and
- time for payment shall be of the essence of the Contract.
- 9.6 All amounts payable by the Customer under the Contract are exclusive of amounts in respect of value added tax chargeable from time to time (**VAT**). Where any taxable supply for VAT purposes is made under the Contract by the Company to the Customer, the Customer shall, on receipt of a valid VAT invoice from the Company, pay to the Company such additional amounts in respect of VAT as are chargeable on the supply of the Installation Services or Goods or both, as applicable, at the same time as payment is due for the supply of the Installation Services or Goods.
- 9.7 If the Customer fails to make a payment due to the Company under the Contract by the due date, then, without limiting the Company's remedies under clause 13, the Customer shall pay interest on the overdue sum from the due date until payment of the overdue sum, whether before or after judgment. Interest under this clause 9.7 will accrue each day at 8.5% a year above the Bank of England's base rate from time to time.

- 9.8 All amounts due under the Contract shall be paid in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).

10. Intellectual property rights

- 10.1 All Intellectual Property Rights in or arising out of or in connection with the Installation Services (other than Intellectual Property Rights in any materials provided by the Customer) shall be owned by the Company.
- 10.2 The Company grants to the Customer, shall procure the direct grant to the Customer of, a fully paid-up, worldwide, non-exclusive, royalty-free, licence to copy Omega Windows Doors & Conservatories IPRs for the purpose of receiving and using the Installation Services during the term of the Contract.

11. Data protection

- 11.1 The Company will act as data processors in relation to the Customer's Personal Data and the Customer is a data subject (as defined in the Data Protection Legislation). This clause is in addition to, and does not relieve, remove or replace, a party's obligation or rights under the Data Protection Legislation.
- 11.2 The Company will ensure that it has in place appropriate technical and organisational measures which are designed to protect against unauthorised or unlawful processing of personal data and against accidental loss or destruction of or damage to personal data.

12. Limitation of liability

- 12.1 References to liability in this clause 12 include every kind of liability arising under or in connection with the Contract including liability in contract, tort (including negligence), misrepresentation, restitution or otherwise.
- 12.2 Nothing in the Contract limits or excludes any liability for:
- (a) death or personal injury caused by negligence;
 - (b) fraud or fraudulent misrepresentation;
 - (c) breach of the terms implied by section 12 of the Sale of Goods Act 1979 or section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession);
 - (d) defective products under the Consumer Protection Act 1987; or
 - (e) any liability that legally cannot be limited.

- 12.3 Subject to clause 12.2, the Company's total liability to the Customer shall not exceed the greater of the Fees paid or payable during the term of the Contract.
- 12.4 The cap on the Company's liability under clause 12.3 shall not be reduced by:
- (a) amounts awarded or agreed to be paid under clause 12.2; or
 - (b) amounts awarded by a court or arbitrator, using their procedural or statutory powers in respect of costs of proceedings or interest for late payment.
- 12.5 This clause 12.5 sets out specific heads of excluded loss [and exceptions from them]:
- (a) Subject to clause 12.2, clause 12.5(c) identifies the kinds of loss that are not excluded. Subject to that, clause 12.5(b) excludes specified types of loss.
 - (b) The following types of loss are wholly excluded:
 - (i) loss of profits;
 - (ii) loss of sales or business;
 - (iii) loss of agreements or contracts;
 - (iv) loss of anticipated savings;
 - (v) loss of use or corruption of software, data or information;
 - (vi) loss of or damage to goodwill; and
 - (vii) indirect or consequential loss.
 - (c) The following types of loss and specific loss are not excluded:
 - (i) sums paid by the Customer to the Company pursuant to the Contract, in respect of any Goods or Installation Services not provided in accordance with the Contract;
 - (ii) wasted expenditure;
 - (iii) additional costs of procuring and implementing replacements for, or alternatives to, Goods or Installation Services not provided in accordance with the Contract. These include but are not limited to consultancy costs, additional costs of management time and other personnel costs, and costs of equipment and materials;
 - (iv) losses incurred by the Customer arising out of or in connection with any third-party claim against the Customer which has been caused by the act or omission of the Company. For these purposes, third party claims shall include but not be limited to demands, fines, penalties, actions, investigations or proceedings, including but not limited to those made or

commenced by subcontractors, the Company's personnel, regulators and customers of the Customer.

- 12.6 The Company has given commitments as to compliance of the Goods and Installation Services with relevant specifications in clause 5 and clause 7. In view of these commitments, the terms implied by sections 13 to 15 of the Sale of Goods Act 1979 and sections 3 and 5 of the Supply of Goods and Services Act 1982 are, to the fullest extent permitted by law, excluded from the Contract.
- 12.7 Neither party may benefit from the limitations and exclusions set out in this clause in respect of any liability arising from its deliberate default.
- 12.8 This clause 12 shall survive termination of the Contract.

13. Termination

- 13.1 The Contract may not be terminated by either party, except in the following circumstances:
- (a) If additional works and/or charges are found to be necessary.
 - (b) If upon surveying the property the Company forms the view that it is impractical or inadvisable to proceed, in which case either party may cancel the Contract, and any deposit paid will be refunded to the Customer.
- 13.2 If in any other case the Customer purports to cancel the Contract, then the Company shall be entitled to payment as follows:
- (a) If the Company is notified in writing before a manufacturing order has been placed, to a sum equal to twenty percent of the full Contract price including VAT.
 - (b) If the Company is notified in writing after a manufacturing order has been placed, to a sum equivalent to eighty percent of the full Contract price including VAT.
- 13.3 The customer has a 14-day cancellation period after signing the contract in which they can cancel, without penalty.
- 13.4 Without affecting any other right or remedy available to it, either party may terminate the Contract with immediate effect by giving written notice to the other party if:
- (a) the other party commits a material breach of any term of the Contract and (if such breach is remediable) fails to remedy that breach within a period of fourteen days after being notified in writing to do so;
 - (b) any step or action is taken by, or in relation to, the other party in connection with its entering bankruptcy, administration, provisional liquidation or any composition

or arrangement with its creditors (other than in relation to a solvent restructuring), applying to court for or obtaining a moratorium under Part A1 of the Insolvency Act 1986 (IA 1986), being wound up (whether voluntarily or by order of the court, unless for the purpose of a solvent restructuring), or having a receiver appointed to any of its assets;

- (c) the other party suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts or is deemed unable to pay its debts within the meaning of section 123 of the IA 1986 as if the words "it is proved to the satisfaction of the court" did not appear in sections 123(1)(e) or 123(2) of the IA 1986;
- (d) the other party suspends, or threatens to suspend, or ceases or threatens to cease to carry on all or a substantial part of its business; or
- (e) the other party's financial position deteriorates to such an extent that, in the terminating party's opinion, the other party's capability to adequately fulfil its obligations under the Contract has been placed in jeopardy.

- 13.5 If the Customer fails to pay any amount due under the Contract by the due date for payment, the Company may suspend its performance of the Contract until that amount is paid in full. Without affecting any other right or remedy available to it, the Company may terminate the Contract on written notice to the Customer if the Customer fails to pay any amount due under the Contract within fourteen days of its due date for payment.

14. Consequences of termination

14.1 On termination of the Contract:

- (a) the Customer shall immediately pay to the Company all of the Company's outstanding unpaid invoices and interest and, in respect of Goods and Installation Services supplied but for which no invoice has been submitted, the Company shall submit an invoice, which shall be payable by the Customer immediately on receipt;
- (b) the Customer shall return all of the Company Materials and Goods which have not been fully paid for. If the Customer fails to do so, then the Company may enter the Customer's premises and take possession of them. Until they have been returned, the Customer shall be solely responsible for their safe keeping and will not use them for any purpose not connected with this Contract.

- 14.2 Termination of the Contract shall not affect any rights, remedies, obligations and liabilities of the parties that have accrued up to the date of termination, including the right to claim

damages in respect of any breach of the Contract which existed at or before the date of termination.

- 14.3 Any provision of the Contract that expressly or by implication is intended to have effect after termination shall continue in full force and effect.

15. Disputes

- 15.1 The Company will try to resolve any disputes with you quickly and efficiently. If you are unhappy with the services we have provided or any other matter, please contact us as soon as possible using the contact details set out at the top of this contract.
- 15.2 A copy of our Complaint Handling Policy is available on request.

16. Service Calls

- 16.1 In the event of a Customer commissioning a service call for reasons not arising from defective workmanship or materials or for the same which are out of the Guarantee in accordance with Schedule 2, the Company reserved the right to levy a service call charge of £75 plus VAT/per hour plus any materials at the Company's standard retail price. Any such charge is payable in full to the attending engineer prior to their departure from site. All Installation Services enquires should be sent to the Company in writing.

17. Confidentiality

- 17.1 Each party undertakes that it shall not at any time, disclose to any person any confidential information concerning the business, assets, affairs, customers, clients or Companies of the other party (if applicable), except as permitted by clause 17.2.
- 17.2 Each party may disclose the other party's confidential information:
- (a) to its employees, officers, representatives, contractors or subcontracts or advisers who need to know such information for the purposes of exercising the party's rights or carrying out its obligations under or in connection with the Contract. Each party shall ensure that its employees, officers, representatives or advisers to whom it discloses the other party's confidential information comply with this clause 17; and
 - (b) as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.
- 17.3 No party shall use any other party's confidential information for any purpose other than to exercise its rights and perform its obligations under or in connection with the Contract.

18. Force majeure

- 18.1 Neither party shall be in breach of the Contract or otherwise liable for any failure or delay in the performance of its obligations if such delay or failure results from events, circumstances or causes beyond its reasonable control. The time for performance of such obligations shall be extended accordingly. If the period of delay or non-performance continues for three months, the party not affected may terminate the Contract by giving seven days' written notice to the affected party.

19. General

- 19.1 **Assignment.** The Contract is between the Company and the Customer as principals and is not assignable without the Company's consent (which shall not be unreasonably withheld).
- 19.2 **Severance.** If any provision or part-provision of the Contract is or becomes invalid, illegal or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of the Contract.
- 19.3 **Waiver.**
- (a) A waiver of any right or remedy is only effective if given in writing and shall not be deemed a waiver of any subsequent right or remedy.
 - (b) A delay or failure to exercise, or the single or partial exercise of, any right or remedy shall not waive that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy.
- 19.4 **No partnership or agency.** Nothing in the Contract is intended to, or shall be deemed to, establish any partnership or joint venture between the parties, constitute either party the agent of the other, or authorise either party to make or enter into any commitments for or on behalf of the other party.
- 19.5 **Entire agreement.**
- (a) The Contract constitutes the entire agreement between the parties.
 - (b) Each party acknowledges that in entering into the Contract it does not rely on any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in the Contract. Each party agrees that it has no claim for innocent or negligent misrepresentation [or negligent misstatement] based on any statement in the Contract.

19.6 **Third party rights.**

- (a) Unless it expressly states otherwise, the Contract does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the Contract.
- (b) The rights of the parties to rescind or vary the Contract are not subject to the consent of any other person.

19.7 **Variation.** Except as set out in these Conditions, no variation of the Contract shall be effective unless it is agreed in writing, including by email.

19.8 **Governing law.** The Contract and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the law of England and Wales.

19.9 **Jurisdiction.** Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with the Contract or its subject matter or formation.

Schedule 1 Processing Personal Data and Data Subjects

1. Processing by the Company

1.1. Scope, nature and purpose of data processing

We act on your instructions to provide the Installation Services to you.

1.2. Duration

The term of this Contract.

1.3. Types of Personal Data

Your name, address and contact details.

Schedule 2 Service Visit, Standard & Extended Warranty Plan

To enhance customer satisfaction and ensure long-term performance of our installations, Omega Windows offers a comprehensive Service & Extended Warranty Plan. This plan helps protect your investment, ensures smooth operation of moving parts, and gives peace of mind through continued care.

What's Included in each service Visit?

- Full inspection of all windows and doors
- Lubrication of hinges, locks, handles & seals
- Adjustment of frames and sashes
- Seal integrity check to prevent drafts and leaks
- Cleaning and performance tuning

Standard Warranty (Included with All Installations)

- 10-Year Guarantee on Frames and Profiles
- 10-Year Guarantee on Sealed Glass Units
- 1-Year Warranty on Moving Parts
- Labour Free for Manufacturing Defects (First 2 Years)
- Excludes accidental damage, misuse, or wear due to lack of maintenance

One-Time 20-Year Warranty Extension (At Point of Sale)

- £75 Call-Out Fee (Post 2-Year Labour Cover)
- 12-Year Profile Warranty | 20-Year Glass Warranty | 5-Year Moving Parts
- No Scheduled Maintenance Included
- Free parts (Sternfenster only) within supplier warranty terms

Service & Warranty Plan (Sold Post-Sale)

Enjoy automatic warranty extensions and peace of mind through scheduled maintenance.

Plan Options:

Plan	First Item Cost	Each Additional Item	Warranty Extension
Annual Service Plan	£115	£20	1 Year
Biannual Service Plan	£195	£12	1 Year

Bonuses & Discounts:

- 10% off for 2 years paid upfront
- 15% off for 3 years paid upfront
- £25 referral bonus (per referral)
- Priority call-outs & 10% off out-of-warranty repairs
- Monthly payment option available

Premium Tiered Plans

Best for long-term peace of mind and greater value:

Tier	Coverage Summary	Suggested Price		
Silver	12-Year Profile Warranty	20-Year Glass Warranty	5-Year Moving Parts + 1 Yr Labour on Parts	£120/year
Gold	12-Year Profile Warranty	20-Year Glass Warranty	5-Year Moving Parts + 3 Yrs Labour on Parts	£225/year
Platinum	12-Year Profile Warranty	20-Year Glass Warranty	5-Year Moving Parts + 5 Yrs Labour + Priority + 1 Free Maintenance Visit	£350/year

Monthly Option Available

- Annual Plan: £10/month
- Biannual Plan: £17.50/month
- Platinum Plan: £30/month