



TERMS & CONDITIONS

NOTICE OF YOUR RIGHT TO WITHDRAW

We trust that you will be happy to proceed with the supply and installation of the goods shown in this order. As a Seamless Windows customer, you have placed an order for goods that are made to measure, and as such are exempt from your statutory right to cancel.

However, Seamless Windows is pleased to offer its customers the opportunity to withdraw from this order within 7 calendar days, without giving any reason. This withdrawal period will end 7 calendar days from the day you sign this order, or when you agree to proceed with the order, whichever date is the earlier. We would ask that you carefully read clauses 10-13 of the terms and conditions herein.

If, as a customer, you wish to withdraw from this order, you must inform Seamless Windows of your decision in WRITING, by either letter or email, to the details stated below in this form. Alternatively, you may use this form, but you do not have to. Regrettably, no verbal withdrawals can be accepted, under any circumstances.

To: sales@seamlesswindows.co.uk

TERMS & CONDITIONS

1. The order is conditional upon the completion of the technical specification, and accepted by both Seamless Windows and the customer.
2. Seamless Windows warrants that it shall supply the products specific to the technical survey, together with any order variations. Seamless Windows confirms that all products specified and ordered, comply with appropriate legislative or regulatory requirements.
3. Seamless Windows acceptance of the technical survey acknowledges these terms and conditions, and the customer shall not be bound by any other terms and conditions proposed.
4. When the customer agrees to an installation date, it is accepted that the order details, the technical surveyor's report, and the agreed price are correct. Any variations to the order must be agreed in writing by both parties. Seamless Windows will not be responsible for any work not agreed in writing in this order. The customer agrees the installation date will be within 3 months of the sale date, unless both parties agree otherwise.
5. The order price includes VAT, and is the agreed price for the full completion as signed by the customer. Full payment of the balance due, is payable on the day of the installation.
6. Seamless Windows installers will use all reasonable care, good working practice and attention in skilfully completing the installation. Seamless Windows will correct all problems, including accidental damage during the installation. However, Seamless Windows will not make good any work which is not part of the installation process.
7. Seamless Windows requests that you inspect the goods and workmanship on completion, and notifies Seamless Windows with any queries within a calendar month. Seamless Windows has the right, and the customer should allow this right to be exercised, to investigate any queries within a reasonable time.
8. Seamless Windows will strive to install the products on the mutually agreed date, but cannot be held responsible for non-completion on such date, when it has been impeded in doing so for reasons beyond Seamless Windows control. Should such a reason occur, the customer accepts that by signing this order for specific products, they agree Seamless Windows a reasonable time to re-schedule the appointment.
9. The customer agrees to grant Seamless Windows installers unrestricted access to the relevant parts of the property, to allow Seamless Windows to carry out the scheduled work, at all reasonable times. Should the customer not grant access to the relevant parts of the property on the agreed installation date, this may incur additional charges. Seamless Windows will not be responsible for obtaining any planning permissions.
10. As all products are bespoke made, to the specifications in the technical survey, this order is consequently exempt from the right to cancel under the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013. Seamless Windows, in line with the Glass and Glazing Federation's code of good practice, provides the customer up to 7 calendar days from the signature date, the right to withdraw from the order without charge.
11. All withdrawals shall be notified to Seamless Windows in writing by either post or email, as explained in the Right to Withdraw. No withdrawals can be accepted by telephone or from non-signatories to the order.
12. All orders, if withdrawn from after 7 days, shall be deemed as cancelled, with no refund of any customer payment made. The technical survey is an essential part of this agreement, checking that your order is appropriate, and meets technical and legal requirements. By agreeing a technical survey date, you confirm your acceptance of this agreement. You may still withdraw from this order. However in doing so, you have agreed a technical survey date, paid the relevant fee, and acknowledged the fee as non-refundable.
13. If the surveyed order is cancelled after the installation date has been agreed, and the initial stage payment has been made, Seamless Windows reserves the right to charge the customer for products and services incurred by the company, as follows:
 - 60% of the total order value, to cover for all costs, products and profits lost, where the customer withdraws from the order after the installation date has been agreed, but before attendance to premises to install the ordered goods.
 - The full order price if the customer withdraws from the order on the day, or after the start, of the installation.
14. If the customer utilises the finance facility offered by Seamless Windows to pay for the order, the customer must ensure that they are willing to proceed with the finance provided before agreeing to the installation. The customer can change their method of payment with the agreement of Seamless Windows. However, the customer will still be liable to pay for the order if they do not obtain finance.

15. Seamless Windows reserves the right to retain ownership of the installed goods, until the customer has settled the balance of their account.

16. Upon full settlement, Seamless Windows will issue a products and workmanship warranty for 10 years for the windows and doors installed. Any warranty is subject to appropriate care of the products, evidence of misuse or accidental damage will invalidate the warranty. All unauthorised repairs, or alterations to the products supplied, will also invalidate the warranty. Your statutory rights are unaffected.

17. Seamless Windows only uses the best available installation products, however we cannot guarantee against any minor imperfections in either the plastic or glass manufacturing processes. Glass is a natural product that can display various visual properties that are not faults, and do not detract from the performance of the window.

18. Any disputes arising from this contract shall be subject to the jurisdiction of the courts of England and Wales.

PRIVACY POLICY

Seamless Windows take your privacy very seriously, therefore urge you to read this policy carefully as it contains important information about. -

Who we are:- As Seamless Windows collect and use your personal information, we are responsible and regulated by the General Data Protection Regulations (GDPR) as 'controller' of that information.

The personal information we collect and use: - We collect your name and address, email and telephone number, when you complete this purchase order.

Reasons we can collect and use your personal information: - We collect your personal information for the following lawful bases: -

- a) Your consent see below
- b) For the purposes of performing this contract
- c) The legitimate interest of periodic offers giving you information as to the range of home improvement products the company provides.

Who your information may be shared with: - We may share your information with credit reference agents in accordance with our credit checking policy. We will not share your personal information with any other 3rd parties.

How long your personal information will be kept: - We will hold your personal information for 6 years for legal purposes if you enter into a contract with us. Otherwise we will keep your contact details to inform you from time to time of the various home improvement products we provide.

Keeping your information secure: - We have appropriate security measures to prevent personal information from being accidentally lost or used or accessed in an unauthorised way. We limit access to your personal information to those who have a genuine business need to know it. Those processing your information will do so only in an authorised manner and are subject to a duty of confidentiality.

We will also use technological and organisation measures to keep your information secure. We also have procedures in place to deal with any suspected data security breach. We will notify you and any applicable regulator of a suspected data security breach where we are legally required to do so. If you have any particular concerns about your information, please contact us using the details below.

Transfers of your information out of the EEA: - We will not transfer your personal information outside of the EEA at any time.

What rights do you have? - Under the GDPR you have a number of important rights free of charge. In summary, those include rights to fair processing of information and transparency over our use of your personal data.

- access, correct, or erase your personal information.
 - receive the personal information that you have given us, in a structured, commonly used and machine-readable format and have the right to transmit those data to a third party in certain situations.
 - object to, or restrict at any time, our use or processing of personal information concerning you for direct marketing.
 - object to decisions being taken by automated means, which produce legal effects concerning you, or similarly significantly affect you.
 - claim compensation for damages caused by our breach of any data protection laws.
 - For further information on each of those rights, including the circumstances in which they apply, see Guidance from the Information Commissioner's Office (ICO), (<http://ico.org.uk/for-organisations/guide-to-the-general-data-protection-regulation-gdpr/individual-rights/>)
- If you would like to exercise any of these rights please email, call or write to us with enough information to identify you.

How to complain: - We hope that we can resolve any query, or concern, you raise about our use of your information. The GDPR also gives you right to lodge a complaint Commissioner who the may Information <https://ico.org.uk/concerns/or> telephone: 0303 123 1113.

Changes to the privacy policy: - We will notify users of any changes by email or post.

Contacting us: - For any questions contact us on the freephone number shown on your purchase order. Calls will be answered - Monday to Friday 09.00 - 17.00 - We record calls for quality and training purposes.