

SUNSHIELD WINDOW FILM LTD

TERMS AND CONDITIONS OF SALE, SUPPLY AND INSTALLATION

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1. Definitions

In these Terms and Conditions, the following expressions shall have the meanings set out below unless the context requires otherwise.

"Company" means **Sunshield Window Film Ltd**, its employees, subcontractors, authorised representatives and successors in title.

"Customer" means the individual, partnership, company or organisation purchasing Products or Services from the Company.

"Contract" means the agreement between the Company and the Customer consisting of:

- the accepted quotation;
- these Terms and Conditions;
- any written variations agreed by both parties; and
- any plans, specifications or schedules expressly incorporated into the quotation.

"Products" means window films, safety films, security films, solar control films, decorative films, privacy films, manifestation films and any associated materials supplied by the Company.

"Services" means surveying, measuring, supplying, delivering, preparing and installing Products together with any associated work described within the quotation.

"Quotation" means the Company's written quotation or proposal.

"Premises" means the property where the Products are to be installed.

"Installation Date" means the agreed date upon which installation is scheduled to commence.

"Working Day" means Monday to Friday excluding public holidays in England and Wales.

"Manufacturer" means the original manufacturer of the Products supplied.

"Bespoke Products" means Products manufactured, cut, modified or ordered specifically to the Customer's measurements, specification or requirements.

2. About These Terms

2.1 These Terms and Conditions apply to every quotation, order, supply and installation undertaken by the Company unless expressly agreed otherwise in writing.

2.2 No employee, representative or subcontractor has authority to alter these Terms unless confirmed in writing by a Director of the Company.

2.3 If any provision of these Terms is found to be unenforceable by a court, the remaining provisions shall remain in full force and effect.

2.4 Nothing within these Terms excludes or limits any statutory rights afforded to consumers under applicable UK legislation, including the Consumer Rights Act 2015.

2.5 Where the Customer is acting in the course of business, certain statutory consumer protections may not apply.

3. Quotations and Formation of Contract

3.1 Unless otherwise stated, quotations remain valid for **30 days** from the date of issue.

3.2 A quotation is an invitation to enter into a contract and does not constitute a legally binding offer until accepted by the Company.

3.3 A Contract shall be formed when any of the following occurs:

- the Customer signs or electronically accepts the quotation;
- the Customer pays any requested deposit or booking fee;
- the Customer instructs the Company to proceed with ordering materials;
- the Company confirms acceptance of the order in writing; or
- installation commences with the Customer's knowledge or authority.

3.4 Any amendments requested after acceptance may require a revised quotation and may affect the Contract Price, installation date or both.

3.5 Verbal instructions shall only become binding when confirmed in writing by the Company.

3.6 All quotations are based upon information available at the time they are prepared. Should site conditions differ materially from those anticipated, the Company reserves the right to revise the quotation after discussing the changes with the Customer.

4. Surveys, Measurements and Specifications

4.1 Where the Company carries out a site survey, measurements will be taken using reasonable skill and care based upon the visible condition of the Premises at the time of inspection.

4.2 Measurements may be affected by subsequent building alterations, replacement glazing, frame movement or structural changes occurring after the survey has been completed.

4.3 Where measurements or specifications are supplied by the Customer or a third party acting on the Customer's behalf, the Company accepts no responsibility for inaccuracies contained within those measurements.

4.4 The Customer shall promptly notify the Company of any changes to glazing specifications, building works or access arrangements occurring before installation.

4.5 Where installation cannot reasonably proceed due to incorrect information supplied by the Customer, additional costs reasonably incurred by the Company may be chargeable.

5. Product Selection and Customer Responsibility

5.1 Professional Advice

The Company will use reasonable skill, care and professional judgement to recommend window film products based upon:

- information provided by the Customer;
- any site survey undertaken;
- the intended application;
- the visible characteristics of the glazing;

- manufacturer recommendations;
- recognised industry guidance; and
- the Company's installation experience.

Recommendations are provided in good faith using the information reasonably available at the time.

5.2 Product Information

To assist the Customer in selecting an appropriate Product, the Company may provide:

- manufacturer brochures;
- technical data sheets;
- product specifications;
- performance data;
- sample materials;
- demonstration panels;
- photographs;
- videos;
- digital visualisations;
- previous project examples; and
- other marketing or technical literature.

Such material is intended solely as a guide.

5.3 Variations in Appearance

The Customer acknowledges that every installation is unique and that the finished appearance and performance of window film may vary depending upon factors including, but not limited to:

- glass type;
- glass thickness;
- float, laminated, toughened or heat-strengthened glass;
- Low-E or coated glass;
- double or triple glazing;
- gas-filled sealed units;
- existing coatings or treatments;
- window orientation;
- solar exposure;
- internal and external lighting;
- surrounding buildings;
- interior decoration;
- wall and floor colours;
- weather conditions;
- viewing angle;
- time of day;
- manufacturing tolerances; and
- the age and condition of the glazing.

Accordingly, photographs, videos, samples and previous installations are illustrative only and do not constitute a guarantee that identical results will be achieved at the Customer's Premises.

5.4 Final Product Selection

While the Company will provide professional advice, recommendations and technical guidance, the final selection of Product remains the Customer's decision.

Before accepting the quotation the Customer confirms that they have had the opportunity to:

- discuss available Products;
- ask questions;
- inspect samples where available;
- review technical literature;
- consider the intended appearance;
- consider the anticipated performance; and

- select the Product they wish the Company to supply and install.

5.5 Customer Satisfaction

Where the Company has supplied and installed the Product selected by the Customer:

- in accordance with the accepted quotation;
- in accordance with manufacturer instructions; and
- using recognised industry standards,

the Company shall not be responsible solely because the Customer subsequently decides another Product may have been more suitable or prefers a different appearance, shade, reflectivity or performance characteristic.

Nothing within this clause limits the Customer's statutory rights where the Product is defective, incorrectly installed or not supplied with reasonable skill and care.

5.6 Changes Following Acceptance

Should the Customer request a different Product after the quotation has been accepted, the Company reserves the right to:

- issue a revised quotation;
- alter the installation programme;
- charge for additional materials;
- charge for any Products already ordered or manufactured; and
- revise delivery times accordingly.

6. Glass Suitability and Compatibility

6.1 General

Window film is designed for installation onto glazing systems that are structurally sound and suitable for film application.

The Company cannot determine every characteristic of existing glazing without destructive investigation or original construction documentation.

The Customer acknowledges that recommendations are based upon the information reasonably available at the time of survey or quotation.

6.2 Unknown Glass Specification

Many buildings contain glazing for which the original specification is unavailable.

Where the exact glass specification cannot reasonably be confirmed, the Company will make recommendations using:

- visual inspection;
- measurements;
- manufacturer compatibility charts;
- recognised industry guidance; and
- reasonable professional judgement.

The Company cannot guarantee compatibility where glazing specifications are unknown or incomplete.

6.3 Glass Types

Compatibility may differ depending upon:

- float glass;
- laminated glass;
- toughened glass;
- heat-strengthened glass;
- wired glass;
- Low-E coated glass;
- solar control glass;
- reflective glass;
- acoustic glazing;
- fire-rated glazing;
- insulated glass units;
- double glazing;
- triple glazing;

- vacuum glazing;
- heritage glazing; and
- specialist architectural glazing.

The Company reserves the right to decline installation where compatibility cannot be confirmed with reasonable confidence.

6.4 Existing Window Condition

The Company assumes that glazing and window frames are in satisfactory condition before installation.

Unless specifically agreed otherwise in writing, the Company does not undertake structural inspections of windows or glazing systems.

The Company accepts no responsibility for defects existing before installation, including but not limited to:

- failed sealed units;
- misted double glazing;
- deteriorated glazing seals;
- cracked glass;
- chipped edges;
- scratched glass;
- frame movement;
- rotten timber;
- corroded metal frames;
- defective putty;
- loose glazing beads;
- water ingress; or
- deterioration caused by age or lack of maintenance.

Where such defects become apparent during installation, the Company may suspend work until appropriate remedial action has been taken.

7. Glass Breakage, Thermal Stress and Latent Defects

7.1 General

The Customer acknowledges that the application of window film changes the thermal performance of glazing by altering the amount of solar energy absorbed, reflected and transmitted through the glass.

Although modern window films are designed and tested for use on a wide range of glazing systems, no installer or manufacturer can guarantee that existing glass will not subsequently crack or fail due to factors beyond their reasonable control.

The Company will use reasonable skill and care when assessing the suitability of glazing for film installation and will follow the Product Manufacturer's published compatibility guidance wherever reasonably available.

7.2 Thermal Stress

The Customer acknowledges that thermal stress is an inherent characteristic of glass and may arise where temperature differences occur across the surface of a pane.

Thermal stress may be influenced by numerous factors including:

- glass thickness;
- pane size and shape;
- edge quality;
- glazing method;
- framing system;
- partial shading;
- internal blinds or curtains;
- external obstructions;
- heating appliances positioned near glazing;
- solar gain;
- existing coatings;
- previous modifications; and
- the application of window film.

The Company cannot eliminate all thermal stress risks and does not warrant that glazing will remain free from thermal fracture after installation.

7.3 Existing Damage

The Company does not remove glazing from its frame or carry out intrusive inspections.

Accordingly, hidden defects cannot reasonably be identified before installation.

These may include:

- edge damage concealed by glazing beads;
- existing stress fractures;
- impact damage;
- scratches;
- chips;
- manufacturing defects;
- deteriorated glazing compounds;
- failed seals;
- structural movement;
- previous repairs; and
- defects that are not visible during normal inspection.

Where hidden defects exist, installation may reveal or accelerate failure that would have occurred irrespective of the Company's workmanship.

7.4 Nickel Sulphide Inclusions

Toughened safety glass may occasionally contain microscopic nickel sulphide inclusions originating during manufacture.

These inclusions are latent manufacturing defects capable of causing spontaneous glass breakage months or years after installation, irrespective of whether window film has been applied.

The Company has no practical means of detecting nickel sulphide inclusions during a site survey or installation and accepts no responsibility for breakage caused solely by such latent manufacturing defects.

Nothing within this clause excludes liability for damage directly caused by negligent installation.

7.5 Low-Emissivity and Specialist Glazing

Certain glazing products require particular consideration before window film is installed.

These include, but are not limited to:

- Low-E coated glass;
- solar control glass;
- reflective glass;
- laminated glass;
- acoustic glazing;
- fire-rated glazing;
- vacuum glazing;
- heritage glazing;
- oversized glazing;
- structural glazing; and
- specialist architectural glass.

Where the glazing specification cannot reasonably be confirmed, the Company reserves the right to:

- recommend an alternative Product;
- request additional technical information;
- seek manufacturer guidance;
- decline installation; or
- postpone installation until compatibility has been established.

7.6 Manufacturer Compatibility

The Company will normally assess compatibility using:

- manufacturer technical data;

- recognised industry guidance;
- glazing compatibility charts;
- site observations; and
- reasonable professional judgement.

Where the Product Manufacturer advises that installation should not proceed, the Company reserves the right to refuse installation in the interests of safety and product performance.

7.7 Existing Failed Sealed Units

The Company shall not be responsible for deterioration in insulated glass units that have already failed or are showing signs of failure before installation.

Indicators of pre-existing failure may include:

- internal condensation;
- misting;
- moisture between panes;
- discolouration;
- degraded seals; or
- distortion.

Where such conditions are identified before installation, the Company may recommend replacement glazing prior to fitting window film.

7.8 Glass Replacement

If glazing is replaced after the quotation has been accepted but before installation, the Customer shall notify the Company immediately.

Replacement glazing may require:

- a different Product;
- revised compatibility checks;
- revised pricing;
- revised lead times; or
- a further site survey.

The Company accepts no responsibility where glazing is replaced without its knowledge before installation.

7.9 Customer Acknowledgement

By accepting the quotation, the Customer acknowledges that:

- existing glazing may contain hidden defects that cannot reasonably be identified during a visual inspection;
- the Company cannot guarantee the structural integrity of existing glazing;
- recommendations are based upon information reasonably available at the time of quotation;
- installation will only proceed where the Company reasonably considers the glazing suitable; and
- nothing within these Terms excludes the Customer's statutory rights or the Company's liability where the law prevents such exclusion.

8. Existing Appearance and Optical Characteristics

8.1 General

Window film is a precision-manufactured product. Minor visual characteristics are normal and do not necessarily indicate a defect.

When viewed under normal daylight conditions from a reasonable distance, the finished installation should present a neat and professional appearance consistent with recognised industry standards.

8.2 Acceptable Optical Characteristics

The Customer acknowledges that the following characteristics may occur without affecting the performance of the Product:

- slight optical distortion;
- minor haze;
- edge variation;
- drying marks during curing;

- small water pockets during curing;
- minor particulate contamination consistent with industry tolerances;
- slight colour variation between production batches;
- roller marks visible only under certain lighting conditions;
- slight reflectivity differences;
- edge gaps required for installation; and
- normal manufacturing tolerances.

These characteristics do not constitute defects where they fall within recognised industry standards or the Product Manufacturer's published tolerances.

8.3 Film Edge Tolerances

To allow proper installation and long-term performance, a small clearance is normally maintained between the edge of the film and the window frame or glazing bead.

Unless otherwise agreed in writing, such clearances are considered normal installation practice and shall not constitute defective workmanship

9. Customer Responsibilities

9.1 General

The Customer shall ensure that the Premises are reasonably prepared for installation before the Company's arrival.

Failure to comply with this section may result in delays, additional charges or the postponement of the installation.

9.2 Access

The Customer shall provide the Company with safe, unrestricted and uninterrupted access to all agreed work areas for the duration of the installation.

This includes ensuring that:

- access routes are clear;
- doors and gates can be opened;
- security arrangements have been made;
- any required permits or permissions have been obtained;
- parking arrangements have been confirmed where applicable; and
- the Company's personnel can safely enter and leave the Premises.

If access is restricted or delayed, the Company reserves the right to reschedule the installation and recover any reasonable costs incurred.

9.3 Work Area Preparation

Unless otherwise agreed in writing, the Customer shall:

- remove curtains, blinds and window dressings where practical;
- remove pictures, ornaments and fragile items adjacent to the work area;
- clear furniture from around windows to provide safe working access;
- protect valuable possessions;
- ensure adequate lighting;
- provide access to electrical power where reasonably required; and
- ensure sufficient working space is available.

Where the Company agrees to move furniture or fittings, this shall be undertaken with reasonable care but entirely at the Customer's risk unless damage is caused by the Company's negligence.

9.4 Cleaning Prior to Installation

The Company recommends that windows, frames and surrounding areas are cleaned before installation.

Whilst the Company will clean the glass as necessary for installation, it is not responsible for staining, marks or residues resulting from pre-existing contamination, paint, silicone, adhesives, plaster, cement, sealants or construction debris.

9.5 Occupants

The Customer shall ensure that:

- children are kept away from the work area;

- pets are secured away from the installation area;
- vulnerable persons are supervised;
- unauthorised persons do not interfere with the installation.

The Company may suspend work where safety is compromised.

9.6 Utilities

The Customer shall provide access to:

- electricity;
- toilet facilities where reasonably practicable for longer installations;
- water where reasonably required for installation.

Failure to provide essential facilities may delay completion.

9.7 Information

The Customer shall promptly inform the Company of:

- replacement glazing;
- damaged windows;
- security restrictions;
- asbestos or hazardous materials;
- access limitations;
- ongoing building works;
- changes affecting the installation.

The Company shall not be responsible for delays or additional costs arising from information that ought reasonably to have been disclosed before installation.

10. Site Access, Health and Safety

10.1 Safety

The Company is committed to maintaining a safe working environment for its employees, subcontractors, Customers and members of the public.

Customers shall cooperate with all reasonable safety instructions issued by the Company's personnel.

10.2 Installation Area

During installation the work area may contain:

- sharp blades;
- cutting tools;
- glass preparation equipment;
- application solutions;
- ladders;
- electrical equipment;
- cleaning chemicals; and
- other specialist tools.

Only authorised personnel may enter the designated work area unless invited by the Company's installer.

10.3 Customer Responsibility

The Customer acknowledges that entering the work area without permission may increase the risk of injury or accidental damage.

The Company shall not be responsible for injury or damage resulting from a Customer or third party ignoring reasonable safety instructions, except where caused by the Company's negligence or where liability cannot legally be excluded.

10.4 Working at Height

Where installation requires work above ground level:

- suitable access equipment will be used;
- work will only proceed where conditions are considered safe;
- the Company may postpone work where weather or site conditions create an unacceptable safety risk.

The Company reserves the right to refuse work where safe access cannot reasonably be achieved.

10.5 Weather Conditions

External installations and certain internal installations may be affected by:

- rain;
- snow;
- excessive heat;
- low temperatures;
- strong winds;
- high humidity;
- airborne contamination; or
- other environmental conditions.

The Company may postpone installation where such conditions are likely to affect safety or the quality of the finished work.

10.6 Parking

Where parking charges, permits, congestion charges, tolls or controlled parking zones apply, the Customer shall notify the Company before the installation date.

Unless expressly included within the quotation, reasonable parking and access costs incurred in carrying out the installation may be added to the final invoice.

10.7 Other Contractors

Where other contractors are working at the Premises, the Customer shall coordinate activities to ensure that installation can proceed safely.

The Company accepts no responsibility for delays, contamination or damage caused by other trades.

Should the Company's installation be interrupted due to the actions or omissions of another contractor, the Company reserves the right to recover any additional reasonable costs incurred.

10.8 Suspension of Work

The Company may suspend installation where:

- site conditions become unsafe;
- access is withdrawn;
- abusive or threatening behaviour occurs;
- unforeseen hazards are identified;
- structural concerns arise;
- the glazing is considered unsuitable; or
- continued work would risk damage to property or injury.

Installation shall recommence only when the issue has been satisfactorily resolved.

11. Installation Process

11.1 Standard of Work

The Company shall carry out the installation using reasonable skill and care in accordance with recognised industry standards and the Product Manufacturer's installation requirements.

11.2 Installation Methods

The Company reserves the right to determine the most appropriate installation techniques, tools and materials for each project, provided these remain consistent with good industry practice.

11.3 Completion

Installation shall be deemed complete when:

- all contracted Products have been installed;
- any agreed snagging items have been recorded; and
- the Customer has had a reasonable opportunity to inspect the completed work.

Minor curing characteristics described elsewhere in these Terms shall not prevent practical completion.

12. Curing Period, Product Appearance and Aftercare

12.1 Curing Process

The Customer acknowledges that window film requires a curing period following installation.

During this period, residual application solution trapped between the film and the glass gradually evaporates as the adhesive fully bonds to the glazing surface.

The duration of the curing process will vary depending upon:

- ambient temperature;
- humidity;
- solar exposure;
- ventilation;
- season;
- glass type; and
- the Product installed.

Under normal UK conditions, curing may take between **30 and 90 days**, although some Products may require a longer period during colder weather.

12.2 Normal Appearance During Curing

During the curing process, the following characteristics are considered normal and do not indicate defective materials or workmanship:

- water bubbles;
- moisture pockets;
- cloudiness;
- haziness;
- slight distortion;
- drying marks;
- adhesive patterns;
- temporary milkiness;
- optical irregularities;
- minor edge moisture;
- slight colour variation during curing.

These characteristics will normally reduce or disappear as curing progresses.

The Customer agrees not to interfere with the curing process by attempting to lift, press or puncture the film.

12.3 Inspection Following Installation

The Customer shall inspect the completed installation as soon as reasonably practicable.

Any concerns regarding workmanship that are apparent on completion should be reported to the Company within **7 days**.

Nothing in this clause affects the Customer's statutory rights regarding defects that become apparent later.

12.4 Care During the Curing Period

Until curing is complete, the Customer shall not:

- clean the film;
- scrape the film;
- apply adhesive decorations;
- attach suction cups;
- apply tape or labels;
- use abrasive materials;
- attempt repairs; or
- deliberately disturb the edges of the film.

Failure to follow these recommendations may invalidate the Manufacturer's warranty where the damage results from such actions.

13. Cleaning and Maintenance

13.1 Initial Cleaning

The installed window film should not normally be cleaned for a minimum of **30 days** following installation unless the Company provides alternative written instructions.

13.2 Approved Cleaning Methods

Following the curing period, the film should be cleaned using:

- clean water;
- mild soapy solution;
- a soft microfibre cloth;
- a soft synthetic sponge; or
- a clean rubber squeegee designed for window film.

13.3 Prohibited Cleaning Methods

The following shall not be used unless specifically approved by the Product Manufacturer:

- abrasive pads;
- scouring materials;
- steel wool;
- razor blades;
- scraper blades;
- solvent-based cleaners;
- caustic chemicals;
- strong alkaline cleaners;
- abrasive polishing compounds;
- pressure washers directed at film edges;
- steam cleaners.

Damage caused by unsuitable cleaning methods is not covered by the Company's installation warranty or the Manufacturer's warranty.

13.4 External Window Films

External window films require regular inspection and maintenance due to their exposure to weather, ultraviolet light and environmental contamination.

The Customer shall follow the maintenance guidance provided for the specific Product.

Failure to maintain external films in accordance with the Manufacturer's recommendations may affect warranty coverage.

13.5 Silicone and Sealants

Fresh silicone, sealants, paints or other building materials may contaminate the film if applied after installation.

The Company accepts no responsibility for staining or damage caused by third-party building works carried out after installation.

14. Manufacturer's Product Warranty

14.1 General

Most Products supplied by the Company are manufactured by third-party manufacturers and are supplied with the benefit of the Manufacturer's own warranty.

The scope, duration and exclusions of such warranties are determined solely by the Manufacturer.

14.2 Warranty Coverage

Subject to the Manufacturer's published terms, warranties may cover defects including:

- adhesive failure;
- delamination;
- cracking of the film;
- crazing;
- excessive discolouration;

- peeling not caused by misuse;
- loss of metallised coating;
- other manufacturing defects.

Warranty periods vary according to the Product installed.

14.3 Warranty Exclusions

Manufacturer warranties generally do not cover damage arising from:

- misuse;
- accidental damage;
- vandalism;
- impact;
- deliberate abuse;
- incorrect cleaning;
- abrasion;
- building movement;
- glass failure;
- structural defects;
- acts of God;
- flood;
- fire;
- modifications carried out by third parties.

14.4 Warranty Assessment

Where a warranty claim is made, the Company may inspect the installation before determining whether:

- the issue is covered by the Company's workmanship warranty;
- the issue falls within the Manufacturer's warranty; or
- the issue results from circumstances outside either warranty.

Where appropriate, warranty claims may be referred directly to the Product Manufacturer.

15. Company's Installation Warranty

15.1 Workmanship

The Company warrants that installation services will be carried out using reasonable skill and care, in accordance with recognised industry standards and the Product Manufacturer's installation requirements.

15.2 Scope of Warranty

Subject to these Terms, the Company's workmanship warranty covers defects directly arising from faulty installation.

Where such defects are confirmed, the Company may, at its discretion:

- repair the affected installation;
- replace the affected Product; or
- refund the reasonable cost of the defective installation.

The chosen remedy will depend upon the nature of the defect and the practical circumstances.

15.3 Exclusions

The Company's workmanship warranty does not extend to issues arising from:

- pre-existing glazing defects;
- thermal fracture not caused by negligent installation;
- latent manufacturing defects within the glass;
- nickel sulphide inclusions;
- movement of the building;
- failure of insulated glass units;
- incorrect information supplied by the Customer;
- damage caused by third parties;
- misuse or neglect;
- failure to follow the Company's aftercare guidance;

- accidental damage after installation.

15.4 No Double Recovery

Where a defect is covered by both the Company's workmanship warranty and the Manufacturer's warranty, the Company will determine the most appropriate remedy in consultation with the Manufacturer.

The Customer shall not be entitled to recover compensation more than once for the same defect or loss.

15.5 Statutory Rights

Nothing in this Section limits or excludes any rights or remedies that the Customer may have under the **Consumer Rights Act 2015** or any other applicable law.

16. Payment Terms

16.1 Prices

Unless expressly stated otherwise:

- all quotations are provided in Pounds Sterling (£);
- VAT shall be charged where applicable at the prevailing rate;
- quotations include only the work specifically described within the quotation.

Additional work requested after acceptance may be separately chargeable.

16.2 Deposits

The Company may require a deposit or booking fee before:

- ordering materials;
- reserving installation dates;
- commencing bespoke manufacture; or
- scheduling installation.

The amount of any deposit shall be stated within the quotation.

16.3 Payment Due

Unless otherwise agreed in writing:

- domestic customers shall pay immediately upon satisfactory completion of the installation; and
- commercial customers shall pay within the payment period stated on the invoice.

Payment may be made by any method accepted by the Company.

16.4 Late Payment

Where payment is not received by the due date, the Company reserves the right to:

- suspend further work;
- withhold warranty documentation until payment is received;
- recover reasonable debt recovery costs where permitted by law; and
- charge statutory interest and compensation on commercial debts in accordance with the **Late Payment of Commercial Debts (Interest) Act 1998**, where applicable.

Nothing in this clause affects statutory protections available to consumer customers.

16.5 Ownership of Goods

Ownership of Products shall remain with the Company until payment has been received in full.

Risk in the Products passes to the Customer upon practical completion of the installation or delivery, as applicable.

Nothing in this clause affects the Customer's statutory rights in respect of faulty goods or services.

17. Deposits and Booking Fees

17.1 Purpose

A deposit or booking fee (Max £500.00) secures the installation date and authorises the Company to:

- allocate stock;
- order materials;

- schedule labour;
- commence bespoke cutting or manufacture where applicable.

17.2 Non-Refundable Costs

Where bespoke Products have been cut, manufactured or specially ordered for the Customer, the Company may retain all or part of the deposit to reflect costs reasonably incurred.

Any retained amount will be proportionate and consistent with applicable consumer law.

17.3 Rescheduling

The Company will make reasonable efforts to accommodate requests to change installation dates.

Where significant costs have already been incurred, the Company reserves the right to charge any reasonable additional costs arising directly from the change.

18. Bespoke and Custom-Cut Products

18.1 Bespoke Products

Many window film installations require Products to be:

- cut to size;
- specially ordered;
- manufactured to specification; or
- otherwise personalised.

Such Products are regarded as bespoke goods.

18.2 Commencement of Manufacture

Manufacture or cutting may begin shortly after the Customer accepts the quotation.

Once this process has commenced, cancellation rights may be affected as described in Section 19.

18.3 Customer Responsibility

The Customer shall ensure that:

- measurements supplied by them are accurate;
- specifications are correct;
- selected Products meet their requirements.

Where the Company has relied upon incorrect information supplied by the Customer, any replacement Products shall be chargeable.

18.4 Changes

If the Customer requests changes after bespoke manufacture has commenced, the Company will endeavour to accommodate the request where reasonably practicable.

Any additional costs will be confirmed before work proceeds.

19. Consumer Cancellation Rights

19.1 Consumer Customers

This section applies only where the Customer is acting as a consumer.

Commercial customers are subject to Section 20.

19.2 Off-Premises and Distance Contracts

Where the Contract is concluded away from the Company's business premises or by distance communication, the Customer may have cancellation rights under the **Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013**.

Details of those rights will be provided where required by law.

19.3 Bespoke Goods

Where the Customer has accepted the Company's quotation and the quotation states that the Products are bespoke, custom-cut, made to measure or otherwise manufactured specifically for the Customer, the Customer acknowledges and agrees that:

- the Company will commence ordering, manufacturing, cutting or preparing materials specifically for that order;
- the Products cannot ordinarily be resold to another customer;
- the Contract Price stated in the accepted quotation represents the total amount payable for the bespoke Products and Services; and
- once work has commenced in accordance with the accepted quotation, the Customer remains liable to pay the full Contract Price, subject always to the Customer's statutory rights and any rights expressly set out in these Terms.

Nothing in this clause limits or excludes any statutory rights the Customer may have under the **Consumer Rights Act 2015** or the **Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013**, where applicable.

19.4 Cancellation Before Manufacture

Where cancellation occurs before bespoke manufacture or ordering has begun, the Company may deduct only those reasonable costs already incurred.

19.5 Cancellation After Manufacture

If bespoke manufacture has commenced, the Customer remains liable for the reasonable costs of Products and Services already supplied or irrevocably committed.

The Company will not impose cancellation charges that exceed its actual losses or are otherwise unfair under applicable law.

20. Commercial Customer Cancellation

Commercial customers may cancel an accepted Contract only with the Company's written agreement.

Where cancellation is accepted, the Customer shall reimburse the Company for:

- Products ordered;
- bespoke manufacture;
- labour already undertaken;
- subcontractor costs;
- reasonable administrative expenses; and
- any other direct losses arising from cancellation.

21. Delays, Supply Chain Issues and Force Majeure

21.1 Delays

The Company shall use reasonable endeavours to complete installation within any estimated timescale.

Estimated dates are not guaranteed unless expressly agreed in writing.

21.2 Supply Chain Issues

The Company shall not be liable for delays resulting from:

- manufacturer shortages;
- discontinued Products;
- import delays;
- transport disruption;
- customs delays;
- industrial action;
- shortages of raw materials.

Where possible, the Company will discuss suitable alternatives with the Customer before making any substitution.

21.3 Alternative Products

If the selected Product becomes unavailable, the Company may recommend an equivalent Product with comparable specification and performance.

No substitute Product will be supplied without the Customer's agreement unless expressly authorised within the quotation.

21.4 Force Majeure

The Company shall not be liable for delays or failure to perform caused by events beyond its reasonable control, including but not limited to:

- severe weather;
- flooding;
- fire;
- pandemic;
- epidemic;
- government restrictions;
- war;
- civil unrest;
- terrorism;
- utility failures;
- cyber incidents affecting operations;
- transport disruption;
- supplier insolvency; or
- any other event outside the Company's reasonable control.

Where such events continue for an extended period, either party may terminate the Contract upon reasonable written notice.

22. Limitation of Liability

22.1 General

The Company shall perform the Services using reasonable skill and care and shall supply Products that are as described, of satisfactory quality and fit for their intended purpose, subject always to applicable law.

Nothing in these Terms excludes or limits the Customer's statutory rights.

22.2 Liability That Cannot Be Excluded

Nothing in these Terms shall exclude or limit the Company's liability for:

- death or personal injury caused by its negligence;
- fraud or fraudulent misrepresentation;
- breach of statutory obligations that cannot lawfully be excluded or limited;
- defective Products where liability cannot legally be excluded; or
- any other liability that cannot lawfully be excluded under the laws of England and Wales.

22.3 Excluded Losses

Subject to Clause 22.2, the Company shall not be liable for losses arising from:

- pre-existing defects in glazing or frames;
- hidden or latent defects;
- deterioration of existing building components;
- misuse of the Products;
- failure to follow aftercare instructions;
- alterations carried out by third parties;
- accidental damage after installation;
- delays caused by circumstances outside the Company's reasonable control.

For business customers only, the Company shall not be liable for indirect or consequential loss, loss of profit, loss of revenue, loss of contracts or loss of business opportunity, except where such liability cannot lawfully be excluded.

22.4 Financial Limit

Where permitted by law, and except for liabilities that cannot legally be limited, the Company's total liability arising from any one Contract shall not exceed the total Contract Price paid by the Customer.

This limitation shall not apply where such limitation would be unfair or unenforceable under applicable consumer protection legislation.

22.5 Customer Property

The Company will exercise reasonable care whilst working at the Customer's Premises.

The Company shall not be liable for damage resulting from:

- hidden services;
- concealed defects;
- structural movement;
- poor previous workmanship;
- deterioration due to age;
- defects not reasonably discoverable before work commenced.

23. Photography and Marketing

23.1 Photography

The Company may take photographs of completed installations for the purposes of:

- quality control;
- warranty records;
- staff training;
- insurance documentation; and
- maintaining installation records.

Photographs will primarily focus on the installed Products rather than the Customer's personal belongings.

23.2 Marketing

The Company will only use photographs for marketing, advertising, social media, printed literature or its website with the Customer's prior consent where the property or Customer may reasonably be identifiable.

The Customer may withdraw such consent at any time for future use by contacting the Company in writing.

23.3 Commercial Premises

For commercial installations, the Company may photograph completed work for portfolio purposes unless the Customer has notified the Company in writing before installation that photography is not permitted.

24. Privacy and Data Protection

24.1 Personal Information

The Company will process personal information in accordance with applicable UK data protection legislation, including the UK General Data Protection Regulation (UK GDPR) and the Data Protection Act 2018.

24.2 Purpose

Personal information may be used for:

- preparing quotations;
- arranging surveys;
- scheduling installations;
- processing payments;
- administering warranties;
- responding to enquiries;
- complying with legal obligations.

24.3 Disclosure

The Company will not sell personal information.

Information may be shared where reasonably necessary with:

- manufacturers;
- suppliers;
- subcontractors;
- insurers;
- professional advisers; or

- public authorities where required by law.

24.4 Privacy Policy

Further information regarding the Company's handling of personal information is available within its Privacy Policy, available on request or via the Company's website.

25. Complaints Procedure

25.1 Commitment to Customer Service

Sunshield Window Film Ltd endeavours to provide Products and Services to a high professional standard. However, the Company recognises that there may occasionally be circumstances where a Customer is dissatisfied with the Products, Services or installation provided.

The Company will seek to investigate complaints fairly and promptly and, where appropriate, take reasonable steps to resolve the matter.

25.2 Inspection Following Completion

Customers should inspect the completed installation as soon as reasonably practicable following completion of the works to confirm that the Products and Services have been supplied in accordance with the Contract.

Any concerns should be brought to the Company's attention as soon as reasonably practicable so that the Company has an opportunity to investigate and, where appropriate, remedy the matter.

Nothing in this clause affects the Customer's statutory rights in relation to defects or other matters that become apparent at a later date.

25.3 Making a Complaint

A Customer who is dissatisfied with any aspect of the Products or Services should contact the Company as soon as reasonably practicable.

Complaints may be made by telephone, email or in writing using the Company's contact details.

Where a complaint is made in writing by post, the Customer is advised to retain proof of posting.

Where possible, a complaint should include:

- the Customer's name;
- the installation address;
- the quotation or invoice number;
- a clear description of the complaint or issue;
- the date on which the issue was first identified; and
- photographs or other supporting information where available.

Providing this information will assist the Company in investigating the complaint efficiently.

25.4 Acknowledgement and Initial Response

Upon receipt of a complaint, the Company aims to acknowledge and provide an initial response within **5 days**.

Where further investigation is required, the Company will explain the next steps and may request additional information, photographs or reasonable access to the Premises.

25.5 Inspection and Investigation

Where appropriate, the Company will arrange a mutually convenient date to inspect the installation and/or investigate the circumstances giving rise to the complaint.

The Company will aim to arrange any necessary inspection and/or appropriate remedial action within **28 days** of receiving the complaint, subject to reasonable access, availability of materials, manufacturer involvement and circumstances outside the Company's reasonable control.

The Customer shall provide the Company with reasonable access to the Premises for the purposes of inspection, investigation and any agreed remedial work.

The Customer should, where reasonably practicable, allow the Company an opportunity to inspect the alleged defect before arranging for another contractor to alter, remove or repair the affected installation.

25.6 Remedies

Where the Company accepts responsibility for a defect or other failure covered by the Contract or applicable law, the Company may, as appropriate and subject to the Customer's statutory rights:

- repair the affected installation;
- replace the affected Product;
- repeat or correct the relevant Services;
- provide a proportionate price reduction;
- provide a refund where required by law; or
- provide another appropriate remedy required by applicable law.

The appropriate remedy will depend upon the nature of the complaint, the circumstances of the installation and the Customer's applicable legal rights.

25.7 Manufacturer Warranty Issues

Where the complaint appears to relate to a manufacturing defect rather than the Company's workmanship, the Company may refer the matter to the Product Manufacturer in accordance with the Manufacturer's applicable warranty procedure.

The Company may assist the Customer with such a claim where reasonably appropriate.

Referral to a Manufacturer does not limit any rights or remedies the Customer may have against the Company under applicable law.

25.8 Unresolved Complaints

The Company will make reasonable efforts to resolve complaints through its internal complaints procedure.

If the Company and the Customer are unable to reach an agreed resolution after the Company's complaints procedure has been exhausted, and both parties consider that a deadlock has been reached, the Customer may be entitled to refer the complaint to an appropriate Alternative Dispute Resolution service.

25.9 Alternative Dispute Resolution - Which? Trusted Traders

For eligible domestic installation, service, repair and maintenance contracts, the Company has access to an Alternative Dispute Resolution (ADR) service as part of its Which? Trusted Traders endorsement.

Where a complaint cannot be resolved to the Customer's satisfaction through the Company's internal complaints procedure, an eligible Customer may choose to refer the complaint to Which? Trusted Traders' Alternative Dispute Resolution service.

Customers wishing to establish whether they are eligible to use this service should contact Which? Trusted Traders on:

Telephone: 02922 670 040

Which? Trusted Traders can provide information regarding eligibility and the applicable Alternative Dispute Resolution procedure.

Use of ADR does not affect any statutory rights or other remedies available to the Customer.

25.10 Statutory Rights

Nothing within this Complaints Procedure excludes, restricts or limits any statutory rights or remedies available to a consumer under the Consumer Rights Act 2015 or any other applicable consumer protection legislation.

The complaints procedure is intended to provide an additional mechanism for resolving concerns and does not prevent a Customer from exercising any rights available to them under applicable law.

26. General Legal Provisions

26.1 Entire Agreement

The Contract comprises:

- the accepted quotation;
- these Terms and Conditions;
- any written variations signed or confirmed in writing by the Company.

These documents constitute the entire agreement between the parties and supersede any previous discussions, representations or understandings relating to the Contract.

26.2 Variations

No variation to the Contract shall be binding unless agreed in writing by both parties.

26.3 Assignment

The Customer may not transfer or assign the Contract without the Company's prior written consent.

The Company may assign or subcontract its obligations provided that doing so does not reduce the standard of service owed to the Customer.

26.4 Severability

If any provision of these Terms is held by a court to be invalid or unenforceable, the remaining provisions shall remain in full force and effect.

26.5 Waiver

Any delay by the Company in enforcing its rights shall not constitute a waiver of those rights.

26.6 Third Party Rights

A person who is not a party to the Contract shall have no right to enforce any term of the Contract under the Contracts (Rights of Third Parties) Act 1999, unless expressly stated otherwise.

26.7 Notices

Any notice under these Terms shall be given in writing by:

- email;
- first-class post;
- recorded delivery; or
- another method agreed between the parties.

A notice shall be deemed received:

- if sent by email, on the next Working Day after transmission, provided no delivery failure notice is received;
- if sent by first-class post, two Working Days after posting;
- if sent by recorded delivery, upon confirmed delivery.

27. Governing Law and Jurisdiction

These Terms and Conditions, and any dispute or claim arising out of or in connection with them, shall be governed by the laws of England and Wales.

The parties agree that the courts of England and Wales shall have exclusive jurisdiction to determine any dispute arising from the Contract, except where mandatory consumer protection legislation provides otherwise.

Schedule A – Customer Acknowledgement

By accepting the quotation, the Customer confirms that they have:

- read and understood these Terms and Conditions;
- had the opportunity to ask questions before accepting the quotation;
- selected the Product they wish the Company to supply and install;
- understood that product samples and photographs are illustrative only;
- understood the risks associated with existing glazing and thermal stress;
- understood the curing period and aftercare requirements;
- understood the payment terms applicable to their order;
- acknowledged that bespoke Products may affect statutory cancellation rights in accordance with applicable law; and
- agree that these Terms form part of the Contract between the Customer and Sunshield Window Film Ltd.