
SHERRIF

HERITAGE DOUBLE GLAZING LTD

TERMS & CONDITIONS

OF SALE, SUPPLY & INSTALLATION

Effective from August 2026

These Terms & Conditions apply to the supply of goods and services by **Sherriff Heritage Double Glazing Ltd**. They should be read together with our quotation, order confirmation, specification, drawings (where applicable) and written guarantee.

Important consumer information: Nothing in these Terms & Conditions is intended to exclude, restrict or reduce statutory rights which cannot lawfully be excluded or restricted.

PART A - GENERAL TERMS

1. DEFINITIONS

1.1 In these Terms & Conditions:

"Company", "we", "us" or "our" means Sherriff Heritage Double Glazing Ltd.

"Customer", "you" or "your" means the individual, company or organisation entering into the Contract with the Company.

"Consumer" means an individual acting wholly or mainly outside their trade, business, craft or profession.

"Business Customer" means a Customer acting wholly or mainly for purposes relating to their trade, business, craft or profession.

"Goods" means heritage double-glazed units, glazing, glass, windows, frames, components and other products supplied by the Company.

"Services" means surveying, design, manufacture, installation, removal, restoration, refurbishment and associated services.

"Works" means the Goods and/or Services described in the quotation or order confirmation.

"Contract" means the agreement comprising the accepted quotation/order, specification, drawings where applicable, these Terms & Conditions and agreed variations.

2. QUOTATIONS AND ORDERS

2.1 Our quotation sets out the Goods and Services proposed.

2.2 The Customer is responsible for checking the quotation, quantities, descriptions, specifications, glass types, lead patterns, dimensions and drawings before acceptance.

2.3 Acceptance may take place by signed order, written confirmation, email, payment of an agreed deposit or other clear agreement to proceed.

2.4 Where an order is agreed verbally, the Company may subsequently confirm the agreed scope in writing.

2.5 Alterations requested after acceptance are subject to the Company's agreement and may affect price and programme.

3. SURVEYS AND MEASUREMENTS

3.1 Where the Company undertakes a survey, measurements and site information will be taken with reasonable care and skill.

3.2 A preliminary survey or quotation visit may not reveal concealed defects, inaccessible construction details or conditions which only become apparent once existing glazing, beads, putty, frames or finishes are removed.

3.3 Manufacturing dimensions may differ from visible opening dimensions to allow for glazing tolerances, seals, frame condition and installation requirements.

3.4 Where the Customer or a third party supplies dimensions, drawings or templates which the Company has not agreed to verify, the Customer is responsible for their accuracy.

4. BESPOKE HERITAGE PRODUCTS

4.1 The Customer acknowledges that the Company's heritage double-glazed units and associated products are generally bespoke and manufactured for a particular property, opening, design or specification.

4.2 Bespoke Goods may include clear or restoration glass, leaded double-glazed units, decorative glazing, made-to-measure units, replacement panes, shaped units and associated frame components.

4.3 Handmade, restoration and heritage glass may contain natural variations in colour, texture, movement, bubbles, seeds, lines and surface appearance. Leadwork and hand-finishing may also exhibit minor variations.

4.4 These characteristics can form part of the intended appearance of heritage products and do not, by themselves, constitute a defect.

4.5 When matching existing or historic glass, leadwork or finishes, the Company will use reasonable endeavours to achieve an appropriate match, but an exact match cannot always be guaranteed.

4.6 Nothing in this clause affects statutory rights.

5. PRICES AND VAT

5.1 Unless expressly stated otherwise, quoted prices are exclusive of VAT.

5.2 VAT will be charged at the applicable rate in force when it becomes due.

5.3 The Contract price covers only the Goods and Services expressly described in the quotation.

5.4 Additional work requested by the Customer or reasonably required because of unforeseen conditions may result in additional charges. Wherever reasonably practicable, these will be notified before the additional work is undertaken.

6. PAYMENT

6.1 The Customer agrees to pay in accordance with the quotation, order confirmation or invoice.

6.2 Unless otherwise agreed, invoices are payable upon receipt.

6.3 Where staged payments are specified, each becomes payable when the relevant stage has been reached.

6.4 Unless otherwise agreed in writing, the final balance becomes payable upon completion of installation or, for supply-only Goods, upon delivery or collection.

6.5 The Customer must not unreasonably withhold the whole Contract balance because of a minor defect or outstanding item. Where appropriate, a reasonable retention should be agreed pending rectification.

6.6 Where an undisputed payment becomes overdue, the Company reserves the right to charge reasonable interest and recover reasonable debt-recovery costs where permitted by law.

6.7 For Business Customers, the Company reserves all rights available under legislation concerning late payment of commercial debts.

7. OWNERSHIP AND RISK

7.1 For Goods collected from our premises, risk passes on collection. For supply-only Goods delivered by us, risk passes on delivery. For Goods installed by us, risk passes on completion of installation.

7.2 To the extent permitted by law, ownership remains with the Company until all sums properly due for those Goods have been received in cleared funds.

7.3 Nothing in this clause permits entry onto a Consumer's property or removal of installed Goods without lawful authority or agreement.

PART B - CANCELLATION

8. CONSUMER CANCELLATION RIGHTS

8.1 Nothing in these Terms limits any statutory cancellation right available to a Consumer.

8.2 Where the Contract is a qualifying distance or off-premises contract, the Consumer will normally have a 14-day statutory cancellation period in accordance with applicable law.

8.3 The Company will provide statutory cancellation information where required.

Bespoke and made-to-measure Goods

8.4 Statutory cancellation rights do not apply in the same way to Goods made to the Consumer's specifications or clearly personalised where the legislation provides an exemption.

8.5 This may include heritage double-glazed units and glazing manufactured specifically to the dimensions, glass specification, lead pattern or design approved for the Customer.

8.6 Bespoke status does not remove statutory rights where Goods are faulty, not as described or otherwise fail to conform to the Contract.

Work during a cancellation period

8.7 Where a Consumer expressly requests Services to begin during an applicable cancellation period, the Company may commence those Services.

8.8 If the Consumer subsequently lawfully cancels, the Consumer may be required to pay a proportionate amount for Services properly performed before cancellation, where permitted by law.

8.9 Where legally required, the Company will obtain the Consumer's express request to commence Services early.

9. CANCELLATION OUTSIDE STATUTORY RIGHTS

9.1 A Customer wishing to cancel should notify the Company as soon as reasonably possible.

9.2 Where no statutory cancellation right applies, or the statutory period has expired, the amount payable will depend on the stage reached.

9.3 Subject to applicable law, the Company may recover reasonable losses directly caused by cancellation, including work undertaken, bespoke manufacture, materials reasonably ordered, non-recoverable supplier costs and other reasonable losses.

9.4 The Company will take reasonable steps to mitigate its losses and will not charge more than it is legally entitled to recover.

PART C - PROPERTY, CONSENTS AND INSTALLATION

10. PLANNING, LISTED BUILDINGS AND OTHER CONSENTS

10.1 Unless expressly included in the written quotation, the Customer is responsible for obtaining all permissions and approvals required for the Works.

10.2 These may include planning permission, Listed Building Consent, conservation area approvals, Building Regulations approval, landlord or freeholder consent and other statutory or third-party approvals.

10.3 Unless informed otherwise, the Company is entitled to proceed on the reasonable assumption that all necessary approvals have been obtained.

10.4 The Company does not warrant that proposed glazing or alteration will obtain consent unless responsibility for obtaining that consent is expressly included in the Contract.

10.5 The Customer must provide details of conditions attached to any consent which may affect the Works.

11. EXISTING FRAMES AND SUITABILITY

11.1 Heritage double glazing is frequently installed into existing timber, metal or other frames. Their suitability depends upon condition, dimensions, construction, drainage, movement and other site-specific factors.

11.2 The Company's quotation is based on conditions reasonably observable at survey. Concealed deterioration may only become apparent during removal or installation.

11.3 The Company cannot guarantee that every existing frame will remain suitable without repair or alteration once opened up.

11.4 If additional repair, strengthening, routing, beading, putty work, frame refurbishment or replacement becomes reasonably necessary, the Company will notify the Customer and may provide a variation or separate quotation.

12. ACCESS AND CUSTOMER PREPARATION

12.1 The Customer shall provide reasonable access at agreed times and ensure working areas are reasonably clear.

12.2 Unless otherwise agreed, the Customer is responsible for removing or protecting curtains, blinds, nets, furniture, ornaments, valuables, electronics and other items obstructing the work area.

12.3 The Company does not normally disconnect or relocate radiators, pipes, electrical or communication cables, alarms or other services unless expressly included.

12.4 If an agreed visit cannot proceed due to circumstances within the Customer's control, reasonable aborted-visit or wasted-time costs may be charged.

12.5 If bespoke Goods are ready but the Customer does not provide reasonable access or agree an installation date within 28 days, the Company may invoice the completed supply/manufacturing element and reasonable storage costs.

13. CARE OF THE PROPERTY AND MAKING GOOD

13.1 The Company will perform the Works with reasonable care and skill and take reasonable precautions to protect the property.

13.2 Removing and replacing glazing in existing or historic frames may cause reasonable disturbance to paint, putty, beads, plaster, render, wallpaper or surrounding finishes.

13.3 Unless expressly included, general decorating, painting, plastering, wallpaper repair and decorative making-good are excluded.

13.4 The Company remains responsible where required by law for damage caused by failure to exercise reasonable care and skill.

14. HIDDEN DEFECTS AND HAZARDOUS MATERIALS

14.1 Period and historic properties may contain concealed decay, corrosion, defective masonry, defective lintels, structural defects, hidden services, defective fixings, asbestos or other hazards which could not reasonably be identified beforehand.

14.2 If such conditions are discovered, the Company will notify the Customer as soon as reasonably practicable and may suspend affected Works where continuing would be unsafe, inappropriate or likely to cause damage.

14.3 Necessary additional works may be subject to an agreed variation or separate quotation.

14.4 The Customer must inform the Company of known or suspected asbestos or hazardous materials in affected areas.

PART D - HERITAGE DOUBLE GLAZING

15. APPEARANCE AND HERITAGE CHARACTER

15.1 The Company's objective is to improve glazing performance while retaining an appearance appropriate to the period and character of the property.

15.2 Heritage glazing necessarily involves aesthetic judgement and traditional materials. Minor variations between individual panes or units can occur.

15.3 Lead lines, solder joints, glass texture, reflected images and optical characteristics may appear different under changing light or viewing angles and may differ from modern factory-produced glazing.

15.4 Where existing lead patterns are reproduced, reasonable manufacturing tolerances may result in minor differences in line position, width or alignment.

15.5 Such reasonable variations do not, by themselves, constitute defects.

16. EXISTING GLASS AND LEADED LIGHTS

16.1 Where the Contract involves retaining, restoring, encapsulating or reproducing existing leaded or stained glass, the Company will use reasonable care appropriate to its age and condition.

16.2 Existing glass can contain hairline cracks, weaknesses, historic repairs or stresses not visible before removal.

16.3 If existing material proves unsuitable for reuse, the Company will discuss an appropriate repair, replacement or alternative with the Customer.

16.4 Exact replacement of historic glass may not be possible where original glass is no longer manufactured.

17. GLASS, SPACER BARS, SEALS AND COMPONENTS

17.1 The glass build-up, spacer, sealants, coatings and other components will be as described in the quotation or specification, subject to reasonable technical substitutions which do not materially reduce quality or performance.

17.2 The Company may make minor specification variations where reasonably required by manufacturing availability, technical requirements, regulation or product development.

17.3 Where a material change is required, the Company will notify the Customer where reasonably practicable.

18. THERMAL PERFORMANCE AND CONDENSATION

18.1 Heritage double glazing can improve thermal performance compared with traditional single glazing, but actual results vary according to the complete window, frame, installation and building.

18.2 The Company does not guarantee that its products will eliminate condensation unless expressly agreed in writing for a specific installation.

18.3 Condensation is influenced by internal humidity, ventilation, heating, occupancy, external temperature, building fabric, insulation and moisture generation.

18.4 The presence of condensation does not of itself establish a defect.

18.5 Nothing in this clause limits responsibility where Goods or Services fail to meet applicable statutory or contractual requirements.

19. VISUAL QUALITY AND INSPECTION

19.1 Glass and sealed units will be assessed in accordance with applicable standards, specifications and reasonable industry practice.

19.2 Minor visual phenomena inherent in glass manufacture, toughening, coatings, handmade glass, reflections or sealed-unit construction may be visible in certain conditions and are not necessarily defects.

19.3 Customers are encouraged to inspect the completed Works promptly and report visible damage, shortages or apparent defects as soon as reasonably practicable.

19.4 No artificial notification period in these Terms removes a Consumer's statutory rights.

PART E - COMPLETION, GUARANTEE AND REMEDIES

20. COMPLETION

20.1 Works are practically complete when the substantial Works described in the Contract have been completed and are capable of their intended use, notwithstanding minor outstanding items which do not materially prevent use.

20.2 Minor outstanding items for which the Company is responsible will be addressed within a reasonable period.

20.3 A minor outstanding item does not automatically entitle the Customer to withhold the entire Contract balance.

21. CONSUMER RIGHTS

21.1 Goods supplied to Consumers must comply with applicable consumer law, including requirements relating to satisfactory quality, fitness for purpose and correspondence with description.

21.2 Services supplied to Consumers will be performed with reasonable care and skill.

21.3 Nothing in these Terms excludes, restricts or reduces rights or remedies which cannot lawfully be excluded or restricted.

22. GUARANTEE AND REMEDIAL WORK

22.1 Where the Company provides a written guarantee, its scope, duration and exclusions will be set out separately.

22.2 The guarantee is additional to a Consumer's statutory rights.

22.3 The Customer should allow the Company a reasonable opportunity to inspect an alleged defect and, where appropriate, undertake remedial work.

22.4 The Company will repair or replace defective Goods or remedy defective workmanship where required under the written guarantee or applicable law.

22.5 A guarantee may reasonably exclude damage arising after completion from misuse, accidental damage, building movement, defective surrounding structures, unauthorised alteration or repair, or lack of maintenance, provided such exclusion is lawful and relevant to the defect.

PART F - TIMESCALES AND DELAYS

23. MANUFACTURING, DELIVERY AND INSTALLATION DATES

23.1 Dates and lead times are based on information available at the time and, unless expressly agreed otherwise, are estimates.

23.2 The Company will use reasonable endeavours to meet estimated dates.

23.3 Bespoke heritage manufacture can be affected by specialist glass availability, handmade processes, approvals, weather, frame condition and conditions discovered during the Works.

23.4 Significant delays will be communicated as soon as reasonably practicable.

23.5 Nothing in this clause affects statutory rights concerning performance within an agreed or reasonable time.

24. EVENTS OUTSIDE REASONABLE CONTROL

24.1 To the extent permitted by law, the Company is not responsible for delay or failure caused by events outside its reasonable control.

24.2 These may include severe weather, fire, flooding, industrial disputes, utility or transport disruption, specialist material shortages, unexpected supplier failure, government restrictions, civil emergencies and delays in statutory approvals.

24.3 The Company will use reasonable endeavours to minimise the effect of such events.

24.4 If delay becomes substantial, termination rights will be determined in accordance with applicable law.

PART G - LIABILITY AND BUSINESS CUSTOMERS

25. COMPANY LIABILITY

25.1 Nothing in these Terms excludes or restricts liability where doing so would be unlawful.

25.2 In particular, nothing excludes liability for death or personal injury caused by negligence, fraud or fraudulent misrepresentation, or statutory Consumer rights which cannot lawfully be excluded.

25.3 Subject to applicable law, the Company is not responsible for losses which were not reasonably foreseeable when the Contract was entered into.

25.4 The Company is not responsible for pre-existing defects or damage which it did not cause.

25.5 The Company is not responsible for loss caused by inaccurate information supplied by the Customer or failure to disclose relevant information, except to the extent the Company contributed to the loss.

26. BUSINESS CUSTOMERS

26.1 Where the Customer is a Business Customer, Goods and Services are supplied for business purposes.

26.2 Subject to liabilities which cannot lawfully be limited or excluded, the Company shall not be liable to a Business Customer for indirect or consequential loss, loss of profit, revenue, business, opportunity or goodwill arising from the Contract.

26.3 Any limitation applicable specifically to a Business Customer remains subject to applicable law and the circumstances of the Contract.

26.4 Consumer protections referred to specifically as applying to Consumers do not apply to Business Customers unless the law provides otherwise.

PART H - GENERAL

27. CUSTOMER-SUPPLIED MEASUREMENTS, SIZES AND SPECIFICATIONS

27.1 Where dimensions, sizes, templates, drawings, schedules, specifications or other information are supplied to the Company by the Customer, the Customer's architect, builder, contractor, surveyor, agent or another third party acting on the Customer's behalf, the Company is entitled to rely upon that information as complete and accurate where the Company has not agreed to verify it.

27.2 The Customer is responsible for checking and confirming the accuracy of all such Customer- or third-party-supplied information before manufacture commences.

27.3 Where Goods are manufactured, ordered or supplied in accordance with Customer- or third-party-supplied dimensions or specifications and those dimensions or specifications subsequently prove incorrect, the Company will not be responsible for the resulting incorrect fit, manufacture or supply, provided the Company manufactured or supplied the Goods correctly in accordance with the information provided.

27.4 In those circumstances, the Customer shall be responsible for the reasonable additional costs directly arising from the incorrect information. These may include re-surveying, remanufacture, replacement glass or materials, delivery, collection, storage, removal, reinstallation, labour, access equipment and additional site visits.

27.5 Subject to applicable law, the Company will not be responsible for reasonable consequential costs arising directly from inaccurate Customer- or third-party-supplied information where the Company was not responsible for the error.

27.6 This clause does not apply to an error in dimensions or measurements taken by the Company as part of an agreed survey or measuring service, except to the extent that the error results from inaccurate or incomplete information supplied to the Company, concealed or inaccessible conditions which could not reasonably have been identified, or alterations made after the Company's measurement.

27.7 Nothing in this clause excludes or restricts liability which cannot lawfully be excluded or restricted, affects a Consumer's statutory rights, or removes the Company's obligation to exercise reasonable care and skill when the Company has agreed to undertake measuring or surveying.

28. PHOTOGRAPHS

28.1 The Company may wish to photograph completed work for records, portfolio, website, social media or marketing.

28.2 Where photographs identify the Customer, disclose personal information or consent is otherwise legally required, appropriate permission will be obtained before marketing use.

29. COMPLAINTS

29.1 A Customer dissatisfied with any aspect of the Goods or Services should contact the Company as soon as reasonably practicable.

29.2 The Company will investigate and seek to resolve legitimate concerns within a reasonable period.

29.3 The Customer should provide a reasonable opportunity for inspection and, where appropriate, rectification.

29.4 Nothing in this procedure limits statutory rights.

30. COMMUNICATIONS

30.1 Contract communications may be made by post or email unless legislation requires a particular method.

30.2 Customers should keep their contact details current.

31. ENTIRE AGREEMENT AND VARIATIONS

31.1 The Contract consists of the quotation, accepted order, agreed drawings/specifications, these Terms, any written guarantee and agreed variations.

31.2 A specific written provision in an accepted quotation takes priority over an inconsistent general provision in these Terms to the extent of that inconsistency, unless doing so would be unlawful.

32. SEVERABILITY

32.1 If a provision is found invalid, unlawful or unenforceable, the remaining provisions continue in effect.

33. THIRD-PARTY RIGHTS

33.1 Except where expressly provided otherwise, no person other than the Company and Customer has a right to enforce the Contract.

34. GOVERNING LAW

34.1 These Terms and the Contract are governed by the laws of England and Wales.

34.2 The courts of England and Wales shall have jurisdiction, subject to any mandatory jurisdictional rights available to Consumers.

IMPORTANT CONSUMER INFORMATION

Nothing within these Terms & Conditions affects a Consumer's statutory rights. Where applicable, Consumers may have statutory rights concerning cancellation, satisfactory quality, fitness for purpose, Goods being as described, reasonable care and skill, repeat performance, repair, replacement, price reduction or refund.

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