

Glass & Stainless Ltd

Terms and conditions for the supply of our products to consumers

1 These terms

- 1.1 **What these terms cover.** These are the terms and conditions on which we supply our products to you.
- 1.2 **Why you should read them.** Please read these terms carefully before you submit your order to us. These terms tell you who we are, how we will provide our products to you, how you and we may change or end the contract, what to do if there is a problem and other important information. If you think that there is a mistake in these terms, please contact us to discuss.

2 Information about us and how to contact us

- 2.1 **Who we are.** We are Glass & Stainless Ltd, a company registered in England and Wales. Our company registration number is 08594324 and our registered office is at Ebenezer House, Rycroft, Newcastle-Under-Lyme, Staffordshire, England, ST5 2BE. Our registered VAT number is 165 1795 86.
- 2.2 **How to contact us.** You can contact us by telephoning our customer service team at 01260 281748 or by writing to us at sales@glassandstainless.com or 3 Martins Court, West Street, Congleton, Cheshire, CW12 1JR.
- 2.3 **How we may contact you.** If we have to contact you we will do so by telephone or by writing to you at the email address or postal address you provided to us in your order.

3 Our contract with you

- 3.1 **How we will accept your order.** Our acceptance of your order, which must be placed against a written quotation given by us, will take place when we email you to accept it, at which point a contract will come into existence between you and us.
- 3.2 **If we cannot accept your order.** If we are unable to accept your order, we will inform you of this in writing and will not charge you for the product. This might be because of unexpected limits on our resources which we could not reasonably plan for, because we have identified an error in the price or description of the product or because we are unable to meet a delivery deadline you have specified.
- 3.3 **Your order number.** We will assign an order number to your order and tell you what it is when we accept your order. It will help us if you can tell us the order number whenever you contact us about your order.

4 Our products

- 4.1 **Our warranty.** We warrant that at the date of delivery our products shall:
- 4.1.1 conform in all material respects with any specification for the products, including any relevant plans and drawings, that is agreed in writing by you and us;
- 4.1.2 be free from material defects in design, material and workmanship;

4.1.3 be fit for any purpose held out by us; and

4.1.4 meet the applicable British Safety Standards.

4.2 The images on our website and in our brochures are for illustrative purposes only. Your product will be made to your requirements and may differ from those images.

4.3 Making sure your measurements are accurate. If we are making the product to measurements you have given us you are responsible for ensuring that these measurements are correct. You can obtain information and tips on how to measure by contacting us.

4.4 Goods made by reference to a template: Where you order the products by reference to a template you are responsible for providing us with the template. We accept no liability for the accuracy of the template and make no warranties regarding its suitability or fitness for any purpose. We will not use the template for any purpose other than the supply of the products in accordance with these terms and conditions. We reserve the right to retain or destroy the template once the products have been supplied to you in accordance with these terms and conditions.

5 Providing the products

5.1 Delivery costs. The costs of delivery will be provided in our written quotation and will be agreed with you before we accept your order.

5.2 When we will provide the products. During the order process we will let you know when we will provide our products to you. If the products are being delivered to your home, you must ensure that you or someone you know is available to assist with the unloading of the products. If you or someone you know is unable to assist with the unloading of the products on delivery to your home you must advise us at the point of placing your order as additional handling charges may apply.

5.3 We are not responsible for delays outside our control. If our supply of the products is delayed by an event outside our control then we will contact you as soon as possible to let you know and we will take steps to minimise the effect of the delay. Provided we do this we will not be liable for delays caused by the event, but if there is a risk of substantial delay you may contact us to end the contract and receive a refund for any our products you have paid for but not received.

5.4 Collection by you. If you have asked to collect the products from our premises, you can contact us and can collect them from us at an agreed time during our working hours of 9am to 5pm on weekdays (excluding public holidays).

5.5 If you are not at home when the product is delivered. If you have asked us to deliver our products to your home and no one is available at your address to take delivery, we will contact you to inform you of how to rearrange delivery.

5.6 If you do not re-arrange delivery. If you do not collect the products from us as arranged or if, after a failed delivery to you (including in circumstances where you or someone you know is not available to assist with the delivery of the products, you have not informed us of this at the point of placing your order and we are unable to deliver the products), you do not re-arrange delivery we will contact you for further instructions and may charge you for all related costs and expenses (including insurance) and any failed delivery fees charged to Glass & Stainless by its courier. If,

despite our reasonable efforts, we are unable to contact you or re-arrange delivery or collection we may end the contract and clause 8.2 will apply.

5.7 Your legal rights if we deliver the products late. You have legal rights if we deliver any of our products late. If we miss the delivery deadline for any of our products then you may treat the contract as at an end straight away if any of the following apply:

5.7.1 we have refused to deliver the products;

5.7.2 delivery within the delivery deadline was essential (taking into account all the relevant circumstances); or

5.7.3 you told us before we accepted your order that delivery within the delivery deadline was essential.

5.8 Setting a new deadline for delivery. If you do not wish to treat the contract as at an end straight away, or do not have the right to do so under clause 5.7, you can give us a new deadline for delivery, which must be reasonable, and you can treat the contract as at an end if we do not meet the new deadline.

5.9 Ending the contract for late delivery. If you do choose to treat the contract as at an end for late delivery under clause 5.7 or clause 5.8, you can cancel your order for any of our products or reject our products that have been delivered. If you wish, you can reject or cancel the order for some of those products (not all of them), unless splitting them up would significantly reduce their value. After that we will refund any sums you have paid to us for the cancelled our products and their delivery. If our products have been delivered to you, you must either return them in person to us or allow us to collect them from you (we will inform you of which return method we require you to use). We will pay the costs of collection. Please call customer services on 01260 281748 or email us at sales@glassandstainless.com to arrange collection in these circumstances.

5.10 When you become responsible for our products. You will be responsible for the product(s) from the time we deliver the product(s) to the address you gave us or you or a carrier organised by you collect it from us.

5.11 When you own the products. You will own the product(s) once we have received payment in full.

5.12 What will happen if you do not give required information to us. We may need certain information from you so that we can supply our product(s) to you, for example, details of the environment in which our products will be installed. We will contact you to ask for this information. If you do not give us this information within a reasonable time of us asking for it, or if you give us incomplete or incorrect information, we may either end the contract (and clause 8.2 will apply) or make an additional charge of a reasonable sum to compensate us for any extra work that is required as a result. We will not be responsible for supplying our products late or not supplying any part of them if this is caused by you not giving us the information we need within a reasonable time of us asking for it.

6 Your rights to end the contract

6.1 Ending the contract because of something we have done or are going to do. If you are ending a contract for a reason set out in clauses 6.1.1 to 6.1.3 below, the contract will end immediately and we will refund you in full for any of our products

which have not been provided and you may also be entitled to compensation. The reasons are:

- 6.1.1 we have told you about an error in the price or description of the product you have ordered and you do not wish to proceed;
- 6.1.2 there is a risk that supply of our products may be significantly delayed because of events outside our control; or
- 6.1.3 you have a legal right to end the contract because of something we have done wrong (including because we have delivered late – see clause 5.7).

7 How to end the contract with us

7.1 Tell us you want to end the contract. To end the contract with us, please let us know by doing one of the following:

- 7.1.1 **Phone or email.** Call customer services on 01260 281748 or email us at sales@glassandstainless.com. Please provide your name, home address, details of the order and, where available, your phone number and email address.
- 7.1.2 **By post.** You can write to us at 3 Martins Court, West Street, Congleton, Cheshire, CW12 1JR, including details of what you have ordered, when you ordered or received it and your name and address.

7.2 Returning our products after ending the contract. If you end the contract for any reason after our products have been dispatched to you or you have received them, you must return them to us. You must either return our products in person to our premises where you collected them from or allow us to collect them from you. Please call customer services on 01260 281748 or email us at sales@glassandstainless.com to arrange collection in these circumstances.

7.3 When we will pay the costs of return. We will pay the costs of return:

- 7.3.1 if our products are faulty or misdescribed; or
- 7.3.2 if you are ending the contract because we have told you of an error in pricing or description, a delay in delivery due to events outside our control or because you have a legal right to do so as a result of something we have done wrong.

In all other circumstances you must pay the costs of return.

7.4 What we charge for collection. If you are responsible for the costs of return and we are collecting the product from you, we will charge you the direct cost to us of collection.

7.5 How we will refund you. We will refund you the price you paid for our products including delivery costs, by the method you used for payment.

7.6 When your refund will be made. We will make any refunds due to you as soon as possible.

8 Our rights to end the contract

8.1 We may end the contract if you break it. We may end the contract for a product at any time by writing to you if:

- 8.1.1 you do not make any payment to us when it is due and you still do not make payment within 14 days of us reminding you that payment is due;
- 8.1.2 you do not, within a reasonable time of us asking for it, provide us with information that is necessary for us to provide our products (as mentioned in clause 5.12); or
- 8.1.3 you do not, within a reasonable time, allow us to deliver our products to you or collect them from us.

8.2 You must compensate us if you break the contract. If we end the contract in the situations set out in clause 8.1 we will refund any money you have paid in advance for our products we have not provided but we may deduct or charge you reasonable compensation for the net costs we will incur as a result of your breaking the contract.

9 If there is a problem with the product

9.1 How to tell us about problems. If you have any questions or complaints about the product, please contact us. You can telephone our customer service team at 01260 281748 or write to us at sales@glassandstainless.com or 3 Martins Court, West Street, Congleton, Cheshire, CW12 1JR.

9.2 Summary of your legal rights. We are under a legal duty to supply our products in conformity with this contract. See the box below for a summary of your key legal rights in relation to the product. Nothing in these terms will affect your legal rights.

Summary of your key legal rights

This is a summary of your key legal rights. These are subject to certain exceptions. For detailed information please visit the Citizens Advice website www.adviceguide.org.uk or call 03454 04 05 06.

The Consumer Rights Act 2015 says our products must be as described, fit for purpose and of satisfactory quality. During the expected lifespan of the product we have provided to you, your legal rights entitle you to the following:

- Up to 30 days after delivery: if our products are faulty, then you can get an immediate refund.
- Up to six months after delivery: if our products can't be repaired or replaced, then you're entitled to a full refund, in most cases.
- Up to six years after delivery: if our products do not last a reasonable length of time you may be entitled to some money back.

9.3 Your obligation to return rejected products. If you wish to exercise your legal rights to reject our products you must either return them in person to us (if you collected them from our premises) or allow us to collect them from you. We will pay

the costs of collection. Please call customer services on 01260 281748 or email us at sales@glassandstainless.com to arrange collection in these circumstances.

10 Price and payment

- 10.1 Where to find the price for the product.** The price of the product will be the relevant price quoted by us to you before you place your order.
- 10.2 We will pass on changes in the rate of VAT.** If the rate of VAT changes between your order date and the date we supply the product, we will adjust the rate of VAT that you pay, unless you have already paid for the product in full before the change in the rate of VAT takes effect.
- 10.3 When you must pay and how you must pay.** We accept payment with all major credit and debit cards with the exception of American Express. We also accept payment by bank transfer, cheques and cash. We will charge your credit or debit card on acceptance of your order.
- 10.4 We can charge interest if you pay late.** If you do not make any payment to us by the due date we may charge interest to you on the overdue amount at the rate of 4% a year above the base lending rate of Barclay's Bank from time to time. This interest shall accrue on a daily basis from the due date until the date of actual payment of the overdue amount, whether before or after judgment. You must pay us interest together with any overdue amount.
- 10.5 What to do if you think an invoice is wrong.** If you think an invoice is wrong please contact us promptly to let us know and we will not charge you interest until we have resolved the issue.

11 Our responsibility for loss or damage suffered by you

- 11.1 We are responsible to you for foreseeable loss and damage caused by us.** If we fail to comply with these terms, we are responsible for loss or damage you suffer that is a foreseeable result of our breaking this contract or our failing to use reasonable care and skill, but we are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if either it is obvious that it will happen or if, at the time the contract was made, both we and you knew it might happen, for example, if you discussed it with us during the sales process.
- 11.2 We do not exclude or limit in any way our liability to you where it would be unlawful to do so.** This includes liability for death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors, for fraud or fraudulent misrepresentation or for breach of your legal rights in relation to our products as summarised at clause 9.2.
- 11.3 We are not liable for business losses.** We only supply our products under these terms for domestic and private use. If you use our products for any commercial, business or re-sale purpose we will have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.

12 How we may use your personal information

- 12.1 How we will use your personal information.** We will use the personal information you provide to us:

- 12.1.1 to supply our products to you;
- 12.1.2 to process your payment for our products; and
- 12.1.3 if you agreed to this during the order process, to give you information about similar products that we provide, but you may stop receiving this at any time by contacting us.

12.2 We will only give your personal information to third parties where the law either requires or allows us to do so.

13 Other important terms

13.1 We may subcontract our obligations to someone else. We may subcontract any of our obligations under the contract, but, for the avoidance of doubt, no subcontracting arrangement shall release us from any of our obligations to you under the contract. We will remain fully responsible to you for the proper and complete performance of the contract.

13.2 Nobody else has any rights under this contract. This contract is between you and us. No other person shall have any rights to enforce any of its terms. Neither of us will need to get the agreement of any other person in order to end the contract or make any changes to these terms.

13.3 If a court finds part of this contract illegal, the rest will continue in force. Each of the paragraphs of these terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.

13.4 Even if we delay in enforcing this contract, we can still enforce it later. If we do not insist immediately that you do anything you are required to do under these terms, or if we delay in taking steps against you in respect of your breaking this contract, that will not mean that you do not have to do those things and it will not prevent us taking steps against you at a later date. For example, if you miss a payment and we do not chase you but we continue to provide our products, we can still require you to make the payment at a later date.

13.5 Which laws apply to this contract and where you may bring legal proceedings. These terms are governed by English law and you can bring legal proceedings in respect of our products in the English courts. If you live in Scotland you can bring legal proceedings in respect of our products in either the Scottish or the English courts. If you live in Northern Ireland you can bring legal proceedings in respect of our products in either the Northern Irish or the English courts.